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OR BK 33845 PG 191
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Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pgs: 191 - 195; (5pgs)

This Instrument prepared by
and to be returned to:
Michael Ungerbuehler, Esquire
Sachs Sax Caplan
6111 Broken Sound Parkway NW, Suite 200
Boca Raton, FL 33487
(561) 994-4499

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR COVENTRY AT WOODFIELD COUNTRY CLUB

I HEREBY CERTIFY that the document attached as Exhibit "A" to this Certificate was duly adopted as an amendment to the Declaration of Covenants and Restrictions for Coventry at Woodfield Country Club at a members meeting held on July 6, 2022. The amendment shall be effective sixty (60) days after recording in the public records of Palm Beach County, Florida. The Declaration of Covenants and Restrictions for Coventry at Woodfield Country Club is recorded in Official Record Book 8602, at Page 2, in the Public Records of Palm Beach County, Florida.

DATED this 8 day of July, 2022.

WITNESSES

Print Name: ~~Robert Cohen~~ Ivelisse Torres

Print Name: ~~Mindy Meade~~ Leonard Mann

COVENTRY AT WOODFIELD COUNTRY CLUB, INC.

By: _____
Robert Cohen, President

By: _____
Mindy Meade, Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 8th day of July, 2022, by Robert Cohen, as President, and Mindy Meade, as Secretary, of Coventry at Woodfield Country Club, Inc., a Florida Corporation, not-for-profit, on behalf of the corporation, who are personally known to me or have produced _____ as identification.

[Notary Seal]
Lisa C. Mundell
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG982260
Expires 4/27/2024

Notary Public

Lisa C. Mundell
Name typed, printed or stamped
My Commission Expires: 4/27/2024

EXHIBIT "A"

**AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
COVENTRY AT WOODFIELD COUNTRY CLUB**

The original Declaration of Covenants and Restrictions for Coventry at Woodfield Country Club is recorded in Official Record Book 8602, at Page 2, in the Public Records of Palm Beach County, Florida.

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

Item 1: Article IX, Section 16 of the Declaration is deleted in its entirety and replaced with the following:

~~Section 16. Exception for Developer. The foregoing use restrictions shall not apply to the Developer or any other party connected with the development of the Property, or to the construction of any building or other improvements within the Property. In particular, and without limiting in any respect the foregoing exceptions, the Developer and any other party designated by the Developer shall have the right to: construct any building, structure or other improvements on the Property, including any temporary structure or facility used for storage or other purposes; temporarily deposit, dump or accumulate trash or other refuse or rubbish in connection with the development of the Property or the construction of any improvements thereon; display, inscribe or affix to the exterior of any building or elsewhere upon the Property "For Sale" or other reasonable signs for promotional, marketing or other purposes reasonably related to the development of the Property; excavate fill from any body of water within or contiguous to the Property by dredge or drag line; store fill on the Property, or sell excess fill from the Property; and grow plants, trees or other vegetation on the Property and sell any of the same from the Property.~~

Section 16. Rental or Leasing of Lots. Commercial use of a Lot is prohibited and the purchase of a Lot for such purpose is prohibited. As such, this provision precludes leasing as a regular practice for business, speculation, investment or other similar purposes, although such provision is not intended to preclude every instance of leasing a Lot, which may be permitted pursuant to specific exemptions set forth herein. Lots may only be leased or rented during a period of extended absence of the Owner, in accordance with this Section and with the prior written approval of the Association, which approval shall not be unreasonably withheld.

The Association shall have thirty (30) days to review an application, which shall be in a form as approved by the Board of Directors from time to time. The Association shall have the right to require that a substantially uniform form of lease be used.

No rental or lease may be made for a period of less than six (6) consecutive months, nor greater than twelve (12) months. Lots may only be leased once

during any twelve (12) month period and no extensions of any lease are permitted. Any renewal of a lease shall require a new lease and shall only be upon the approval of the Board, subject to an additional working capital fund payment equal to two quarterly assessments for such new lease, as set forth herein. A Lot may be rented only four (4) times in the eight (8) year period commencing upon the effective date of this amendment and only four (4) times in any subsequent eight (8) year period thereafter.

Any lease approved by the Board prior to this amendment shall remain in effect until such lease expires.

Any approval of a rental or lease pursuant to this Section shall not release the Owner from any liability or obligation under this Declaration and all rentals and leases shall be subject to the terms of this Declaration and the rules and regulations which may, from time to time be promulgated by the Association. The tenant's or lessee's failure to comply with the terms hereof shall be deemed a default under said rental or lease. Each rental or lease shall further provide that same may not be altered, modified or amended without the prior written consent of the Board.

Prior to a Lot being rented, its Owner and/or its Owner's immediate family shall be residents of the Lot as a single family unit, for a minimum of two (2) years, which two (2) years shall include the two (2) consecutive years commencing with the effective date of this amendment or any time thereafter. Notwithstanding the foregoing, if title to a Lot is transferred while subject to a lease, the tenant may remain for the rest of the tenant's then applicable lease term, and the two (2) year time of required residency by the Owner and/or Owner's immediate family will commence upon the expiration of that tenant's lease. Further notwithstanding the foregoing, upon prior written approval of the Board, a New Owner may, immediately upon acquiring title to the Lot, lease the Lot to the former owner thereof for a one-time 6-month term; provided, any such lease requires Association approval and must otherwise be consistent to all other restrictions contained within the Declaration. In the event a Lot is leased to the former owner, the two (2) year time of required residency by the Owner and/or Owner's immediate family will commence upon the expiration of the lease to the former owner.

Where a corporation, LLC, trust or other entity is the intended owner of a Lot, it must initially designate the permanent occupants of the Lot, who must have an interest in such entity. Thereafter, Association approval of all changes in permanent occupancy will be required and may be deemed a tenancy by the Board if the Board determines that such is an attempt to use the entity ownership to lease the Lot.

A working capital fund has been established for the operation of the Association, which shall be collected from each Lot Owner at the time of approval of each Lease of their Lot in an amount equal to two quarterly assessments. This amount will be charged by the Association at the time of the Lease application. Each Lot's share of the working capital fund shall be collected by the Association at the time of the approval of the Lease of each

Lot. The purpose of this fund is to assure that the Association will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Board. Amounts paid into the fund are not to be considered as advance payment of regular assessments.

Any rental restrictions herein or in the Rules and Regulations do not apply to the Association or any Lots rented by the Association.

The following definitions shall apply with regard to occupancy and use of a Lot:

"Permanent occupant" or "Resident" shall mean any individual occupying a Lot for more than thirty (30) days consecutively or thirty (30) days in a calendar year.

"Immediate family" shall include the spouse and the parents, grandparents, children and grandchildren of the Lot Owner and the Lot Owner's spouse.

"Tenant" shall mean any individual who is granted the temporary right of use of the Lot for payment or other valuable consideration. Anyone occupying the Lot in the absence of the Owner, the Owner's immediate family or approved permanent occupant, for thirty (30) days or more in any twelve (12) month period, may also be deemed by the Board of Directors to be a tenant, subject to all rental restrictions and rules. The Lot may not be used for transient occupancy under any circumstances.

Coventry at Woodfield Country Club, Inc.

CERTIFICATE OF CONSENT OF THE BOARD OF WOODFIELD COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC.

Woodfield Country Club Homeowners' Association, Inc., as the Master Association under the Declaration of Covenants and Restrictions for Coventry at Woodfield Country Club, by this instrument hereby gives notice of its consent to the Amendment of the Declaration of Covenants and Restrictions for Coventry at Woodfield Country Club to which this certificate is attached, in accordance with the provisions contained therein.

WOODFIELD COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC.

By: _____

Print Name: Kenneth Russo

As Its: President

Date: 8-10-2022