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JEFFREY... SMITH, CLERK OF COURT
INDIAN RIVER COUNTY FL
BK: 3223 PG: 164 Page 1 of 4 7/16/2019 11:28 AM

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF WOODFIELD

The Declaration of Woodfield has been recorded in the public records of Indian River County, Florida at Official Records Book 2004, Page 2322, et. seq., and amended at OR Book 2429, Page 590, et. seq., OR Book 2770, Page 1704, et. seq. and OR Book 2960, Page 1363, et seq. The same Declaration is hereby amended as approved by the Board of Directors, by vote sufficient for approval, at the Annual Meeting held on November 17, 2018 and as confirmed with recount at the Special Board Meeting held on April 22, 2019 and by membership at the Annual Meeting held on November 17, 2018 and as confirmed with recount at the Special Board Meeting held on April 22, 2019.

1. Recitals is amended to read as follows:

RECITALS

A. Woodfield POA is the owner of the real property in Indian River County, Florida, more particularly described in Section 21.6 ("Woodfield").

(The balance of the Recitals remains unchanged)

2. Definitions is amended to read as follows:

Definitions

"Woodfield" shall mean all of the real property described in Section 21.6 and shall include the Common Areas, each Home, each Parcel, Lot, tract, unit or other subdivision of real property, the property encompassed by the Permit, subject to additions and deletions thereto as permitted pursuant to the terms of this Declaration.

(The balance of Definitions remains unchanged)

- 3. Section 6.5 is amended to read as follows:
 - 6. Binding Effect and Membership.
- **6.5 Voting Interests**. Notwithstanding anything to the contrary set forth herein, all votes of the Members set forth in the Declaration, Articles, and Bylaws may be made in person, by absentee ballot, electronic ballot or by proxy to the extent deemed appropriate by the Woodfield POA.

(The balance of Section 6.5 remains unchanged)

- 4. Section 7 is amended to read as follows:
 - 7 Operation of Common Areas.
- 7.3.5 Assumption of Risk. Without limiting any other provision herein, each person within any portion of the Common Areas accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupancy of any portion of Woodfield (e.g., the Common Areas) including, without limitation: (a) noise from maintenance equipment; (b) use of pesticides, herbicides and fertilizers; (c) view restrictions caused by maturation of trees and shrubbery; (d) reduction in privacy caused by the removal or pruning of shrubbery or trees within Woodfield and; (e) design of any portion of Woodfield. Each such person also expressly indemnifies and agrees to hold harmless Woodfield POA, directors, representatives and officers, from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas. including for attorneys' fees, paraprofessional fees, and costs, pre-trial and at all levels of Without limiting the foregoing, all persons using the proceedings, including appeals. Common Areas including, without limitation, any pool, all waterbodies, lakes, pools or areas adjacent to a lake, do so at their own risk. By acceptance of a deed, each Owner acknowledges that the Common Areas may contain wildlife such as alligators, dogs, raccoons, snakes, ducks, deer, swine, turkeys, and foxes. Woodfield POA shall have no responsibility for monitoring such wildlife or notifying Owners, resident or other persons of the presence of such wildlife. Each Owner, resident, family, guests and invitees are responsible for their own safety.

7.4 Rules and Regulations. Woodfield POA shall have the right to adopt Rules and Regulations governing the use of the Common Areas of Woodfield. The Rules and Regulations shall be recorded in the Public Records. The Common Areas shall be used in accordance with this Declaration and Rules and Regulations promulgated hereunder.

(The balance of Section 7 remains unchanged)

- 5. Section 11 is amended to read as follows:
 - 11 Use Restrictions.
- 11.35 Roofs. Roofs and/or exterior surfaces, including, but not limited to, walks, driveways, and all other masonry shall be cleaned within thirty (30) days of notice by the ACC. No surface applications to driveways shall be permitted without the prior written approval of the ACC as to material, color, and pattern. Such applications shall not extend beyond the front Lot line or include the sidewalk.
- 11.45 Use of Homes. Each Home is restricted to residential use by the Owner, resident, family, guests, and invitees.

(The balance of Section 11 remains unchanged)

- 6. The foregoing amendments to the Declaration of Woodfield were hereby amended as approved by the Board of Directors, by vote sufficient for approval, at the Annual Meeting held on November 17, 2018 and as confirmed with recount at the Special Board Meeting held on April 22, 2019 and by membership at the Annual Meeting held on November 17, 2018 and as confirmed with recount at the Special Board Meeting held on April 22, 2019.
- 7. The adoption of these amendments appears upon the minutes of said meetings and is unrevoked.
- 8. All provisions of the Declaration of Woodfield are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this _/_ day of _______2019.

WITNESSES AS TO PRESIDENT:	WOODFIELD PROPERTY OWNERS ASSOCIATION, INC.
Printed Name: Susan Haggerty	By: Susan Oukuman Susan Ackerman President
Printed Name: Danie Die Fran	
STATE OF FLORIDA COUNTY OF INDIAN RIVER	
The foregoing instrument was acknowled to Ackern on , as President of Woo who is personally known to me, or [] Identification: JUNE CATHERINE CELANO MY COMMISSION # GG061736 EXPIRES January 11, 2021 Notarial Seal	diged before me on July 1, 2019, by diffield Property Owners Association, Inc. [] who has produced identification [Type of]. Catteren Clandy Distriction [Type of]
WITNESSES AS TO SECRETARY: Super Havel Mane: Signar Hangery Printed Name: Super Doctorn	WOODFIELD PROPERTY OWNERS ASSOCIATION, INC. By:
STATE OF FLORIDA COUNTY OF INDIAN RIVER	
The foregoing instrument was acknowled from Condomski, as Secretary of Wood who is personally known to me, or [] Identification:	who has produced identification [Type of].
Notarial Seal JUNE CATHERINE CELANO MY COMMISSION # GG061736 EXPIRES Jenuery 11, 2021	Jesse Catherine Colon Notary Public