


This instrument was prepared by  
and should be returned to:  
Matthew Zifrony, Esq.  
Tripp Scott, P.A.  
110 S.E. 6th Street, 15th Floor  
Fort Lauderdale, FL 33301

**CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF RESTRICTIONS RELATING TO THE WOODLANDS SECTION EIGHT**

The undersigned, as the President and Secretary of The Woodlands Section Eight Association, Inc. (the "Association"), certifies that the attached is a true and accurate copy of one or more amendments to the Declaration of Restrictions Relating to the Woodlands Section Eight (the "Declaration") as originally recorded on January 13, 2005 in O.R. Book 38879 at Page 962 of the Official Records of Broward County, Florida, Instrument Number 104643667, including all exhibits and amendments thereto, if any, duly adopted upon the affirmative vote of at least two-thirds (2/3rds) of the voting interest of the entire membership in the Association.

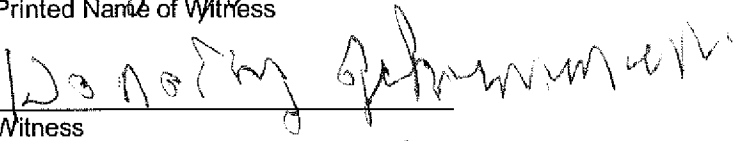
**IN WITNESS WHEREOF**, the undersigned, being the President and Secretary of the Association, have executed this Amendment to the Declaration this 21 day of September, 2021.

WITNESSED:

  
\_\_\_\_\_

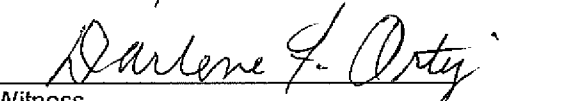
Witness

Phillip Sybers  
Printed Name of Witness

  
\_\_\_\_\_

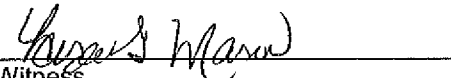
Witness

Dorothy Jeknavorian  
Printed Name of Witness

  
\_\_\_\_\_

Witness

Darlene F. ORTIZ  
Printed Name of Witness

  
\_\_\_\_\_

Witness


Yusef Masud  
Printed Name of Witness

  
\_\_\_\_\_

Witness

Lisa G. Mann  
Printed Name of Witness

The Woodlands Section Eight  
Association, Inc.

By:   
Print Name: Mike Jeknavorian  
Its: President

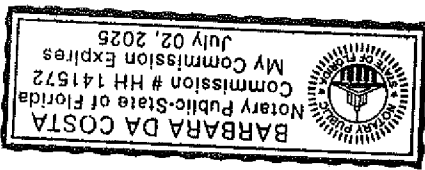
By:   
Print Name: Nirupa Achaibar  
Its: Secretary

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 22 day of September, 2021, by Mike Jeknavorian, as the president of The Woodlands Section Eight Association, Inc. He is  personally known or  produced identification. Type of identification produced: \_\_\_\_\_



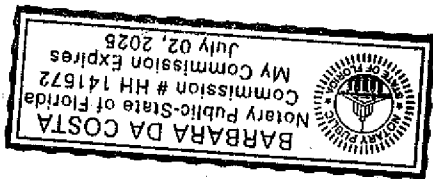
[Signature]  
(Signature of Notary Public-State of Florida)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 22 day of September, 2021, by Nirupa Achaibar, as the secretary of The Woodlands Section Eight Association, Inc. She is  personally known or  produced identification. Type of identification produced: \_\_\_\_\_



[Signature]  
(Signature of Notary Public-State of Florida)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

**AMENDMENT TO THE  
DECLARATION OF RESTRICTIONS RELATING TO THE WOODLANDS SECTION EIGHT**

(Additions are indicated by underline; deletions by ~~strikethrough~~)

The following is added to the end of Section 1 of the Declaration of Restrictions Relating to the Woodlands Section Eight (Residential Use):

Leasing of a lot on the foregoing described property is permitted as long as the following conditions are met: (a) no owner may lease their lot within the first 12 months following the date that the owner acquired their lot; (b) the term of the lease must be for a minimum of 6 months with vacation rentals of less than 6 months being strictly prohibited; (c) only an entire lot may be leased with rent-sharing, the rental of rooms, subleasing of a lot or transient occupancy being prohibited in all instances; (d) all leases of a lot are restricted to occupancy by a single family; (e) the owner of the lot to be leased must provide the Association with the following at least 21 days prior to the proposed scheduled lease commencement date: (i) a copy of the proposed lease agreement inclusive of the proposed tenant(s) name; (ii) an authorization signed by the proposed tenant(s) granting the Association permission to check the proposed tenant(s) background, the form of which shall be provided by the Association; (iii) a non-refundable application review fee in an amount determined by the Association from time to time to cover the cost to properly screen the proposed tenant(s); and (iv) any other information that the Association may reasonably request; and (f) the proposed tenant(s) and the owner of the lot to be leased meet with the Association prior to the proposed scheduled lease commencement date to review the Association's restrictions and rules that the proposed tenant(s) will be expected to comply with. The authorization set forth in (e)(ii) above shall permit the Association to share the results of such authorization with the owner of the lot to be leased. For purposes hereof, a lease of a building on a lot shall constitute a lease of the lot.

The liability of an owner under this Revised Declaration shall continue notwithstanding the fact that the owner may have leased their lot. Every lessee or occupant shall take possession of the lot subject to this Revised Declaration and the Association's rules and regulations and other governing documents (collectively, the "Governing Documents"). The owner will be jointly and severally liable with their tenants and/or occupants to the Association for any amount which is required by the Association to repair any damage resulting from acts or omissions of an owner's tenants and/or occupants and to pay any claim for injury or damage to property caused by the negligence of their tenant and/or occupants. All leases are hereby made subordinate to any lien filed by the Association, whether prior to subsequent to such lease. If a tenant or occupant violates any of the Governing Documents, the Association shall have the right (but not the obligation) to evict such tenant or occupant either on its own behalf or on behalf of the owner and the owner shall be jointly and severally liable with their tenant or occupant for all costs and expenses associated with such eviction (including legal fees) along with all other costs and expenses (including legal fees) associated with enforcing the Governing Documents against such tenant or occupant. Said costs and expenses shall be secured by a lien on the owner's Lot which lien may be foreclosed in the same manner in which liens for assessments are foreclosed. Each owner hereby nominates, constitutes and appoints the Association as the proper and legal attorney-in-fact for instituting any eviction proceeding against a tenant who fails to comply with the Governing Documents. Said appointment is coupled with an interest in and is therefore irrevocable.

Section 2 of the Declaration of Restrictions Relating to the Woodlands Section Eight shall be amended as follows:

2. ~~NO TRADE, BUSINESS OR PROFESSION, ETC. No trade, business profession or any other type of commercial activity~~ or commercial business or business activity necessitating traffic in and out of the foregoing described lands shall be carried upon any of the foregoing described lands. No business may sell any products from the foregoing described lands; provided, however, that estate sales are permitted as long as they only take place indoors.

Section 3 of the Declaration of Restrictions Relating to the Woodlands Section Eight shall be amended as follows:

3. LAWNS, LANDSCAPING, FENCES, HEDGES, WATERWAY CONTAMINATION, SIGNS, CLOTHES LINES, EXTERIOR RADIO AND TELEVISION ANTENNAS, PARKING, CARPORTS, GARAGES, HURRICANE OR STORM SHUTTERS.

A. LAWNS AND LANDSCAPING. All front yard areas of lots in the foregoing described land shall be grassed and kept as a lawn which shall extend to the pavement line. A "front yard area" is hereby defined as the yard area of a lot from the front building wall and a line extension thereof to the side lot lines to the pavement line in front of the lot. Corner lots shall have two front areas for the purpose of this paragraph 3, one on the front of the lot and the second on the yard adjacent to the intersecting thoroughfare. The Association is responsible for the mowing, edging, fertilizing, and providing weed and feed to the lawns at each owners' homes. Lawns must be mowed every two

**(2) weeks. Each owner is solely responsible for replacement of sod at their lawns, for trimming all shrubs at their lot to a height of no more than four (4) feet, and for trimming all plants and trees (hardwood and palms) at their lot according to Broward County Code prior to hurricane season each year and otherwise as needed. The Association will not be responsible or obligated to maintain or care for said trees.**

**B. PARKING, CARPORTS AND GARAGES.** No graveled or blacktopped or paved parking strips are permitted, without prior approval of the Committee. **No carport additions are permitted without prior approval of the Committee.** Carports are for passenger automobiles and mechanical driven golf carts and must not be used as a general storage area for other commodities. Carports must at all times present a neat appearance. Garage doors must be kept closed. **The parking or storage of automobiles except upon paved or graveled areas is prohibited. Parking on the grass of the foregoing described land, at any time, is strictly prohibited. Panel vans or commercial vehicles (which includes all vehicles with lettering or advertising, vehicles with any commercial apparatus used for hauling materials or any vehicle that has any equipment which is not concealed within the vehicle) may not be parked on the foregoing described land except in connection with work being performed on a lot and in that instance only during daytime hours, from 8:00 AM to 7:00 PM. The overnight parking of vehicles of any kind upon public right-of-ways within the foregoing described land from 2:00 AM to 6:00 AM is strictly prohibited. The parking or storage of boats, trailers, buses, campers, mobile homes or motor homes upon any of the foregoing described lands is prohibited.**

**C. FENCES AND HEDGES.** **Fences installed around a swimming pool and associated pool decks or pool patios shall be permitted within the subdivision if approved in writing by the Committee, which approval may not be unreasonably withheld.** No other fences or hedges shall be permitted anywhere within the subdivision except as approved in writing by the Committee, which approval may be arbitrarily withheld. **Fences around the entire yard when there is a pool on a lot are strictly prohibited. The height of any approved hedges may not exceed four (4) feet.**

**D. CLOTHES LINES.** Outdoor clothes drying activities are hereby restricted to the rear or side yards and in the case of corner lots, to that portion of the rear or side yards thereof which is more than 25 feet from the street right-of-way and in no event shall any outdoor clothes drying activities be visible from any portions of the golf courses, waterways, canals or lakes which are adjacent to the lots in the above described subdivision. No permanently fixed clothes lines are permitted. All clothes poles or retractable lines shall be susceptible of being lifted and removed by one person in one minute's time. All clothes poles or retractable clothes lines must be removed when not in use.

**E. GARBAGE AND TRASH.** All garbage and trash containers and oil and gas tanks must be placed and maintained ~~below ground level or in walled-in areas so constructed,~~ **or other areas where shrubs of up to 4 feet in height or some type of fencing approved in writing by the Committee in accordance with the above,** as to render the contents thereof hidden from view from adjoining properties **and from any street in the subdivision. Trash and recycle bins may not be placed out for pick up earlier than 6:00 PM the evening before pickup. Trash and recycle bins must be brought back in and placed out of sight of adjoining properties and from any street in the subdivision the same day as pickup. Bulk may not be placed out for pick up more than 3 days prior to the day of bulk pick up.**

**F. WATERWAY CONTAMINATION.** No trash, refuse or any other substance shall be thrown or dumped into the waterways, canals or lakes within the subdivision. **Pool water must be disposed of on the streets or sewers in the community and may not be disposed of into lakes or canals in the community.**

**G. SIGNS.** No sign of any nature whatsoever shall be erected or displayed upon any of the foregoing described lands except **for real estate sale signs, security company signs and political signs** where express prior written approval of the size, shape, content and location thereof has been obtained from the Committee, which approval may be arbitrarily withheld.

**H. EXTERIOR RADIO AND TELEVISION ANTENNAS.** Unless prior written approval has been obtained from the Committee, no exterior radio, television or electronic antenna or aerial, **or satellite dish,** may be erected or maintained anywhere upon any of the foregoing described lands except as otherwise permitted by law. **Unless required by law, all exterior antennas and satellite dishes must be place on the wall of the home and not on the roof of the home.** If a tree is blocking reception, it must be trimmed. ~~The parking or storage of automobiles except upon paved or graveled areas is prohibited. The overnight parking or storage of trucks or commercial vehicles is prohibited. The overnight parking of vehicles of any kind upon public right-of-ways is prohibited. The parking or storage of boats and boat trailers upon any of the foregoing described lands is prohibited, unless same be stored as to not be visible from any street in the subdivision.~~

**I. HURRICANE OR STORM SHUTTERS.** **All hurricane or storm shutters placed on the homes within the foregoing described land must be of a type approved by the Committee. Shutters may only be closed or**

installed when a hurricane or storm is approaching and must be re-opened or removed within 48 hours after the threat of the hurricane or storm has passed.

J. ROOFS. All roofs on the homes within the foregoing described land must be properly maintained and be stain free. Flat roofs with no gutters must be washed at least once a year. Roof changes of any kind must be approved by the Committee.

Section 4 of the Declaration of Restrictions Relating to the Woodlands Section Eight is deleted in its entirety as follows:

~~4. COMMUNITY TELEVISION ANTENNA. In order to assure development of the foregoing described lands as a community of high standards, quality and beauty, and to provide for the residences constructed within the community a high caliber of television reception without the installation of unsightly aerials and antennas, the developer imposed upon all of the foregoing connections to tie into the community television antenna system to be constructed upon foregoing lands by or through the developer at such time as same shall become available. The cost of such community television antenna system shall be a common expense of the Association. Common expense means all expenses properly incurred by the Association in the performance of its duties under this Revised Declaration and Chapter 720 of the Florida Statutes as same may be amended or renumbered.~~

Section 9 of the Declaration of Restrictions Relating to the Woodlands Section Eight is deleted in its entirety as follows:

~~9. RECREATION LAND LEASE; LIABILITY FOR, ASSIGNMENT LIEN, ETC. The owner of each lot in the lands encumbered by these restrictions is hereby made liable to BEHRING PROPERTIES, INC. its successors or assigns, for a one-one hundred twenty first (1/121) share of the ground rent upon the following described lands, to wit:~~

~~\_\_\_\_\_ Parcel R of THE WOODLANDS, SECTION EIGHT, according to the plat thereof recorded in Plat Book 67, Page 42, Public Records of Broward County, Florida.~~

~~said share being hereby initially set at the sum of \$20.00 per month, to be payable by each lot owner to BEHRING PROPERTIES, INC. its successors or assigns, in advance, commencing on the first day of the month following the date upon which all buildings, structures and recreational facilities to be constructed by BEHRING PROPERTIES, INC. upon said Recreation Lands have been completed and are ready for use, and continuing until the first day of October A.D. 2019; and each lien upon such owner's lot for the aforesaid share of the rent until such amount is paid, and that such lien, where the same remains unpaid for a period of thirty days or more, may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property. It is presently contemplated by BEHRING PROPERTIES, INC. that it shall enter into a lease with the owner of the lands described above in this paragraph for a period of years ending October 1 A.D. 2019, which lease shall provide for the delivery of said lands to BEHRING PROPERTIES, INC. its successors, or assigns, subject to said lease, for the exclusive use and benefit of the lot owners and permanent residents of the lands encumbered by these restrictions, for a monthly rental of \$2,420.00 to commence upon the first day of the month following the date that all buildings, structures and recreation and parking facilities to be constructed by BEHRING PROPERTIES, INC. upon said lands have been completed and are ready for use; that in connection with said lease, BEHRING PROPERTIES, INC. intends to pledge its right to the receipt of and assign its right to receive the foregoing sum of \$20.00 per month per lot payable by said lot owners to the lessors under said lease as security for said monthly rental of \$2,420.00 (or such larger sum as may be arrived at for the rent upon application of the cost of living index computation to arrive at a rent increase).~~

The following is added as a new Section 25 to the Declaration of Restrictions Relating to the Woodlands Section Eight:

**25. CLUBHOUSE.**

**(A) All minors in the Association's community pool area, clubhouse and enclosed patio area must be accompanied by a parent or legal guardian at all times.**

**(B) Sole responsibility for the safety and conduct of any minor within the Association's community pool area, clubhouse and enclosed patio area lies with the minor's parent or legal guardian.**

**(C) The use of alcohol, drugs and smoking is prohibited in and around the Association's community pool area, clubhouse and enclosed patio area.**

**(D) Only authorized vehicles may be parked in the parking lot of the Association's clubhouse. A vehicle is an authorized vehicle if a written notice or letter issued by the Association's management company permitting the vehicle to be parked at the clubhouse is placed in the vehicle's dashboard. Any unauthorized vehicles that are parked in the parking lot of the Association's clubhouse will be subjected to towing at the owner's expense.**