

Donna DiMaggio Berger  
Shareholder  
Board Certified Specialist, Condominium and  
Planned Development Law  
Phone: 954.364.6031 Fax: 954.985.4176  
dberger@beckerlawyers.com

**Becker**

Becker & Poliakoff  
1 East Broward Blvd.  
Suite 1800  
Ft. Lauderdale, FL 33301

November 10, 2020

**ATTORNEY/CLIENT WORK PRODUCT**  
**PRIVILEGED & CONFIDENTIAL**

**SENT VIA U.S. MAIL**

Board of Directors  
Parkwood VI Association, Inc.  
4222 NW 66<sup>th</sup> Drive  
Coconut Creek, FL 33073

**Re: Recorded Certificate of Amendment**

Dear Members of the Board:

Enclosed please find the recorded Certificate of Amendment to the Declaration of Covenants and Restrictions of Parkwood VI and the Bylaws and Articles of Incorporation for the amendments approved at your October 6, 2020 members' meeting, which was recorded in the Public Records of Broward County on October 29, 2020 as instrument number 116829468.

You will note that there are two (2) copies of the Certificate; the original with hand-stamped recording information, and a copy with the recording information printed on it which was obtained when it was electronically recorded. Please keep both of these documents with the official records of the Association. We have retained a copy for our file.

Now that these amendments have been duly recorded in the Public Records, they are effective and you can begin enforcing them. Please provide a copy of the amendments to all members.

If you have any questions, please do not hesitate to call.

Sincerely,



Donna DiMaggio Berger  
For the Firm

DDB/jmd

This instrument was prepared by:  
**DONNA DiMAGGIO BERGER, ESQ.**  
Becker & Poliakoff, P.A.  
1 East Broward Blvd., Suite 1800  
Ft. Lauderdale, FL 33301

**CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS  
OF PARKWOOD VI AND THE BYLAWS AND ARTICLES OF  
INCORPORATION FOR PARKWOOD VI ASSOCIATION, INC.**

---

WHEREAS, the **Declaration of Covenants and Restrictions for Parkwood VI** has been duly recorded in the Public Records of Broward County, Florida, in Official Records Book **18497** at Page **0479**; and

WHEREAS, the Bylaws and Articles of Incorporation are attached as Exhibits thereto; and

WHEREAS, at a duly called and noticed meeting of the membership of **Parkwood VI Association, Inc.**, a Florida not-for-profit corporation, held **October 6, 2020**, the aforementioned Declaration of Covenants and Restrictions, Bylaws and Articles of Incorporation were amended pursuant to the provisions of said Declaration, Bylaws and Articles of Incorporation.

NOW, THEREFORE, the undersigned hereby certify that the following Amendments to the Declaration of Covenants and Restrictions, Bylaws and Articles of Incorporation are a true and correct copy of the amendments as amended by the membership.

**AMENDMENTS TO THE  
DECLARATION OF COVENANTS AND  
RESTRICTIONS OF PARKWOOD VI**

(Additions shown by "underlining",  
deletions shown by "~~strikeout~~")

**ARTICLE I  
DEFINITIONS**

As used in this Declaration of Covenants and Restrictions, the following words have the following meaning:

\*\*\*

- (m) “Act,” or “Homeowners’ Association Act,” or “HOA Act” means Chapter 720 Florida Statutes, as it now exists or as it may be amended from time to time including the definitions therein contained. However, except when specific incorporation of the Act or its procedures are set forth in the Governing Documents, it is the intention of this Declaration that the Community and Association be operated in conformance with the law as existed when the Community was created to the extent necessary to avoid impairment contract rights or vested rights or the invalidity of any provision of this Declaration or future amendments thereto.
- (n) “Charge” means any legal or equitable indebtedness or monetary obligation of an Owner to the Association, or other sums owed to or due to the Association from an Owner, or any cost or expense incurred by the Association on behalf of or because of an Owner, other than Assessments for Common Expenses, which the Owner is obligated to pay to the Association. Said obligations may arise by oral or written contract, by law or in equity, or may be created by these Governing Documents.
- (o) “Lien for Charges” means a lien which is recorded to secure a Charge.
- (p) “Committee” means a group of Board Members, Owners, or Board Members and/or Owners and/or other Persons appointed by the Board to make reports or recommendations to the Board, to take action on behalf of the Board, or to take such actions as the Resolution creating the Committee, or the Directors of the Board, may dictate.
- (q) “Family” or “Single Family” shall refer to any one (1) of the following:
  - (i) One (1) natural Person, his spouse or Domestic Partner, if any.
  - (ii) Not more than two (2) natural Persons not meeting the requirement of Article I(p)(i) above, but who customarily and continuously reside together as a single housekeeping unit.
  - (iii) The reference to “natural” herein is intended to distinguish between an individual and a corporation or other artificial entity. “Family member” is a Person who resides in a Improved Lot as part of the Owner’s Family, but is not a title holder.
- (r) “Governing Documents” means this Declaration; the Plats; the Articles; the Bylaws; and the Rules and Regulations. The Rules and Regulations need not (but may) be recorded in the County Public Records in order to be valid.
- (s) “Original Declaration” means the Declaration of Covenants and Restrictions of Parkwood VI recorded in Official Records Book 18491, Page 479 et seq., of the Public Records of Broward County, Florida.

- (t) “Resident” means any Person who is occupying an Improved Lot for thirty (30) days, whether or not consecutive, in any calendar year and shall include, as applicable, Owners, Tenants and members of their respective Families who reside in the Improved Lot.
- (u) “Tenant” or “Lessee” means a Person occupying a Improved Lot, other than the Owner, whether pursuant to a verbal or written agreement, where said occupancy by the non-owner involves consideration, the payment of money, the exchange of goods and services, etc. The term “Tenant” shall be used interchangeably with “Lessee.”

\*\*\*

## ARTICLE II MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

\*\*\*

(d) Lien in favor of the ASSOCIATION. The ASSOCIATION shall have a lien on each IMPROVED LOT in the SUBDIVISION for any assessment made by the ASSOCIATION for the purposes of permitting the ASSOCIATION to perform the several services and obligations conferred upon it under this DECLARATION. Said lien shall attach and be effective from and after the time of recording in the public records of Broward County, Florida, of a Claim of Lien stating the legal description of the IMPROVED LOT, the name of the record Owner, the amount due and the date when due. The lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such liens shall bear interest at the highest rate allowed by Florida law per annum from the date of recording until paid. Except for interest, such claims shall include only unpaid assessments which are due and payable to the ASSOCIATION when the claim of lien is recorded, together with all costs incurred or sustained by the lien claimant in enforcing and perfecting such lien, including a reasonable attorney's fee. Upon full payment the OWNER shall be entitled to a recordable satisfaction of lien. ~~All such liens shall be subordinate to a lien of mortgage or other lien held by an INSTITUTIONAL LENDER recorded prior to the time of recording of the claim of lien, and in the event the holder of a prior mortgage lien shall accept and record a deed in lieu of foreclosure, or obtain a Certificate of Title as a result of foreclosure, the recording of said deed in lieu of foreclosure, or Certificate of Title shall operate to release a subordinate claim of lien.~~ Such lien may be foreclosed by suit brought in the name of the ASSOCIATION as foreclosure of a mortgage on real property. In any such foreclosure the UNIT OWNER shall be required to pay a reasonable rental for the UNIT and the ASSOCIATION shall be entitled to the forthwith appointment of a receiver without bond or notice to collect the same. A suit to recover a money judgment for unpaid assessments may be maintained at the option of the lien holder without waiving the lien securing the same.

(e) Remedies for Delinquency. In the event any Owner fails to pay Assessments, Charges, or any installment thereof charged to the Lot or owner more than ten (10) days after the same becomes due, an administrative late charge at the maximum amount as provided by law shall become due along with interest at the maximum rate permitted by law, and the Association, through its Board, shall have, but not be limited to, the following remedies:

- (i) To accelerate the entire amount of any Assessments and Charges for the remainder of the fiscal year, notwithstanding any provisions for the payment thereof in installments.
- (ii) To advance on behalf of said Owner funds to accomplish the needs of the Association. The amount or amounts of money so advanced, including attorneys' fees and expenses which might have been reasonably incurred because of or in connection with such advance, including costs and expenses of the Association if it must borrow to pay expenses because of said Owner, together with interest at the highest rate allowable by law, may thereupon be collected or enforced by the Association and such advance or loan by the Association shall not waive the default.
- (iii) To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in a like manner as the foreclosure of a mortgage on real property or as otherwise provided by law.
- (iv) To file an action at law to collect said Assessments or Charges, plus late fees, interest at the highest rate allowable by law plus all expenses and costs of collection, without waiving any lien rights and/or rights of foreclosure by the Association.
- (v) To suspend Common Area uses rights, voting rights and the right to serve on the Board as provided by law. The Association may choose any of these courses of action, as the Board deems appropriate without same constituting a waiver or election of remedies.

(f) Application of Payments. Payments received after the due date established by the Board shall be applied as set forth in the Act.

(g) Subordination of the Lien to Institutional Lender. The lien of Assessments and Charges, including interest, late charges (subject to the limitations of Florida laws), and costs (including attorneys' fees) provided for herein, shall relate back to the Original Declaration but shall be subordinate to the lien of any bona fide first Mortgage of an Institutional Lender upon any Lot. The sale or transfer of any Lot of land shall not affect the Assessment or Charge lien. As to first Mortgages of record, the Association's lien is only effective from and after recording of a claim of lien against the Lot. Upon full payment of all sums secured by the lien and costs and fees accrued, the party making

payment shall be entitled to a recordable satisfaction of lien. If any first Institutional Lender obtains title to a Lot as a result of a foreclosure of a first Mortgage or a deed is given in lieu of foreclosure of a first Mortgage of record, such acquirer of title, shall be liable for the share of Assessments or Charges pertaining to such Lot or chargeable to the former Owner, and which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu of foreclosure of said first Mortgage of record as provided in the Act.

\*\*\*

### ARTICLE III USE RESTRICTIONS

\*\*\*

Section 3. Leases: ~~No OWNER shall lease his IMPROVED LOT, or any portion thereof, without the prior approval of the ASSOCIATION. Said approval shall not be unreasonably withheld. Under no circumstances shall the IMPROVED LOT, or any portion thereof, be leased for a period of less than seven (7) months. The lease of a Lot is defined as occupancy of the Lot by any Person other than the Owner, whether pursuant to verbal or written agreement, where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods or services, or any other exchange of value). The term "leasing" and "renting" shall be used interchangeably for the purpose of this Declaration. The term "Tenant" and "Lessee" shall likewise be used interchangeably. Should an Owner wish to lease his Lot, he shall furnish the Association with a copy of the proposed lease, the name of the proposed Tenant, the names of all proposed Residents, and such other information as the Association may reasonably require. Any Person occupying the Lot as a Resident after initial approval shall be subject to a separate application and approval process. The Association shall have thirty (30) days from the receipt of notice and all required information within which to approve or disapprove of the proposed lease or proposed Tenants or Resident. The Association shall give the Owner written notice of its decision within said period. No individual rooms may be rented and no transient tenants may be accommodated. "Rent-sharing" and subleasing are prohibited. All leases shall be for a minimum period of twelve (12) continuous calendar months. Leases may be extended or renewed, subject to Board approval. No Owner, nor anyone on their behalf, shall publish or cause to be published any advertisement of any type in any form of media, including, but not limited to, television, radio, internet website, newspaper, magazine, or trade publication, that indicates that a Lot may be leased for anything less than the minimum period of twelve (12) continuous calendar months.~~

3.1 Board Right of Approval. The Board shall have the authority to approve or disapprove all leases and renewals or extensions thereof, which authority may be delegated to an Officer, a Committee, or an agent. No Person may occupy a Lot as a Tenant.

Family member of a Tenant, Resident, or otherwise without prior approval of the Board. The Board shall have the authority to promulgate or use a uniform lease application and require such other information from the proposed Tenant and all proposed Residents as the Board deems appropriate under the circumstances. The Board may require an interview of any proposed Tenant and all proposed Residents of a Lot as a condition for approval.

3.2 Tenant Conduct; Remedies. All leases shall be on a uniform form of lease or lease addendum if so promulgated by the Association. Uniform leases, addenda and all other leases will provide, or be deemed to provide, that the Tenants have read and agreed to be bound by the Governing Documents. The uniform lease or addendum and other leases shall further provide, or be deemed to provide, that any violation of the Governing Documents shall constitute a material breach of the lease and subject the Tenant to termination of the lease and/or eviction as well as any other remedy afforded by the Governing Documents or Florida law. If a Tenant, Resident, other Occupant, Guest or Invitee fails to abide by the Governing Documents, the Owner(s) shall be responsible for the conduct of the Tenants, Residents, Occupants, Guests or Invitees and shall be subject to all remedies set forth in the Governing Documents and Florida law, without waiver of any remedy available to the Association as to the Tenant. The Owner shall have the duty to bring his Tenant's conduct (and that of the other Residents, Occupants, Guests or Invitees) into compliance with the Governing Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the Owner fails to bring the conduct of the Tenant into compliance with the Governing Documents in a manner deemed acceptable by the Association, or in other circumstances as may be determined by the Board, the Association shall have the authority to act as agent of the Owner to undertake whatever action is necessary to abate the Tenants' noncompliance with the Governing Documents (or the noncompliance of other Residents, Occupants, Guests or Invitees), including without limitation the right to terminate a lease and/or institute an action for eviction against the Tenant in the name of the Association in its own right, or as agent of the Owner. The Association shall have the right to recover any costs or fees, including attorneys' fees, incurred in connection with such actions, from the Owner which shall be secured by a continuing lien in the same manner as Assessments for Common Expenses, to wit, secured by a Lien for Charges. Any uniform lease or lease

addendum will provide, and all leases will be deemed to provide, that the Association shall have the authority to direct that all rental income related to the Lot be paid to the Association until all past due and current obligations of the Association have been paid in full, including, but not limited to, all past due Assessments, Charges, other monetary obligations, late fees, interest, attorneys' fees and cost and expenses of collection.

3.3 Security Deposit. The Board shall have the authority, as a condition of granting approval to a lease or renewal or extension thereof, to require that a prospective Tenant or Owner place a security deposit in an amount not to exceed the equivalent of one (1) month's rent into an escrow account maintained by the Association to protect against damage to the Common Areas or Association Property. Payment of interest, claims against the deposit, refunds, and disputes under this paragraph shall be handled in the same fashion as provided in Part II of Chapter 83 of the Florida Statutes (2019), as amended from time to time.

3.4 Approval Process; Disapproval. Any Owner intending to lease his Lot shall submit a copy of the proposed lease, an application, and any other requested information and required fees at least thirty (30) days in advance of the commencement of the lease or renewal or extension term. Upon receipt of all information and fees required by Association and an interview (if requested by the Board), the Association shall have the duty to approve or disapprove all proposed leases within thirty (30) days of receipt of such information for approval and the completion of the Tenant/Resident interview (if required), by sending written notification to the Owner within such time frame. All requests for approval not acted upon within thirty (30) days shall be deemed approved. Applications for renewals or extensions of lease agreements shall be submitted at least thirty (30) days in advance of the expiration of the lease agreement. If the Association disapproves a proposed lease or renewal or extension, the Owner shall receive a short statement indicating the reason for the disapproval, and the lease shall not be made, renewed, or extended. The Association shall neither have a duty to provide an alternate Tenant nor shall it assume any responsibility for the denial of a lease application if any denial is based upon any of the following factors:

3.4.1 The Person seeking approval (which shall hereinafter include all proposed Occupants or Residents) has been convicted of, pled no contest to, or has been released from incarceration, probation or community control for:



- (a) capital, first or second degree felony involving violence to Persons within the past ten (10) years; or
- (b) a first or second degree felony involving illegal drugs within the past ten (10) years; or
- (c) any drug offence involving the manufacture and/or distribution of illegal drugs regardless of when that conviction, plea or release occurred; or
- (d) a felony involving sexual battery, sexual abuse, or lewd and lascivious behavior regardless of when that conviction, plea or release occurred;

3.4.2 The Person seeking approval has been labeled a sexual offender or a sexual predator by any governmental or quasi-governmental agency regardless of when that label occurred;

3.4.3 The Person seeking approval is currently on probation or community control for a felony involving violence to another or damage to or theft of property;

3.4.4 The application for approval on its face, facts discovered in connection with the Association's investigation, or the conduct of the applicant, indicate that the Person seeking approval intends to conduct himself in a manner inconsistent with the Governing Documents. By way of example, but not limitation, a Tenant taking possession of the premises prior to approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with the Governing Documents and may constitute grounds for denial;

3.4.5 The Person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other housing facilities or associations, or by his conduct in this Community as a Tenant, Resident, Occupant or Guest;

3.4.6 The Owner or Person seeking approval has failed to provide the information, fees or appearances required to process the application in a timely manner or has made material misstatements or withheld material/information during the application process; or

- 3.4.7 All Assessments, fines and other Charges and monetary obligations against the Lot and/or Owner have not been paid in full.
- 3.4.8 The Person seeking approval has minimum credit score of 670 as reported by either Equifax, Experian, or TransUnion.
- 3.5 Liability. The liability of the Owner under the Governing Documents shall continue notwithstanding the fact that he may have leased or rented his interest in the Lot as provided herein.
- 3.6 Association Fee. The Owner or Tenant seeking approval of a lease of a Lot shall pay a transfer fee for each applicant in an amount determined by the Board.
- 3.7 A Lot may not be lease for a period of twenty-four (24) months from the date of current owner's acquisition of title to the Lot.

Section 4. No Trade, Business or Profession etc.: No Trade, business, professional or any other type of commercial activity including Day Care Centers shall be carried out upon any of the LOTS—which brings noise, invites customers, or welcomes visitors to the Lot for commercial purposes.

Section 5. APPROVAL OF SALES AND TITLE TRANSFERS. The use and transfer of Lots by any Owner shall be subject to the following provisions:

- 5.1 Transfers Subject to Approval.
  - 5.1.1 Sale or Other Transfer. No Owner may dispose of a Lot or any interest in same by sale or other title transfer without prior written approval of the Board. No Owner may dispose of a Lot or any interest therein by other means (including agreement for deed, installment sales contract, lease-option, or other similar transactions) without prior written approval by the Board.
  - 5.1.2 Gift. If any Owner is to acquire title by gift, ownership of the Lot shall be subject to the prior approval of the Board. Notice must be given at least thirty (30) days prior to the intended closing or title transfer date.
  - 5.1.3 Devise or Inheritance. If any person shall acquire title to a Lot by devise, inheritance or through other succession laws, the continuance of ownership of the Lot shall be subject to the approval of the Board.

5.1.4 Other Transfers. If any Owner shall acquire title by any manner not considered in the foregoing subsections, the continuance of the ownership of such Lot shall be subject to the approval of the Board. If any person acquires title in any manner not considered in the foregoing subsections, that person shall have no right to occupy or use the Lot before being approved by the Board under the procedures outlined below.

5.2 Approval by Association. The approval of the Association that is required for the transfer of ownership of Lots shall be obtained in the following manner:

5.2.1 Notice to the Board of Directors.

(a) Sale or Other Transfer. An Owner intending to make a bona fide sale or other title transfer of a Lot or any interest in it, including gifts, transfers to artificial entities, and the grant of partial estates, shall give to the Board notice of such intention, together with the name and address of the intended grantee, an executed copy of the purchase contract and its exhibits, or other documentation evidencing the transfer and such other information concerning the intended grantee and the transaction as the Board may reasonably require. The Board may require, without limitation, credit history, a criminal background investigation, past residency or employment verification, personal references, and a personal interview with the purchaser(s) and all proposed Occupants. Any Person who resides in an Improved Lot after initial approval shall be subject to a separate approval process.

(b) Devise or Inheritance. An Owner who has obtained title by devise or inheritance, or operation of succession laws, shall give to the Board notice of the acquisition of title, together with such information concerning the Owner as the Board may reasonably require (including that set forth in Article 5.2.1.1 hereof), and a certified copy of the instrument evidencing the Owner's title.

(c) Failure to Give Notice. If the above-required notice to the Board is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Lot, the Board at its election and without notice may approve or disapprove the transaction or ownership. If the Board disapproves the transaction or ownership, the Board shall proceed as if it had received the required notice on the date of such disapproval.

5.2.2 Approval by Association.

(a) Sale or Other Title Transfer. If the proposed transaction is a sale or other prospective title transfer, then within thirty (30) days after receipt of such notice and information, including a personal interview if requested by Board, the Board must either approve or disapprove the proposed transaction.

(b) Devise or Inheritance. If the Owner giving notice has acquired title by devise, inheritance, or through succession law, then within thirty (30) days after receipt of such notice and information, including a personal interview if requested by the Board, the Board must either approve or disapprove the continuance of the Owner's ownership of the Lot.

(c) Approval of Occupant. If the grantee is a corporation, partnership, trust, limited liability company, other entity, or more than one (1) individual who are not spouses or Domestic Partners, the approval of ownership by the corporation, partnership, trust, other entity, or multiple Persons shall be conditioned upon approval of a Primary Occupant.

5.3 Disapproval by the Board of Directors. If the Board shall disapprove a transfer or continuance of ownership of a Lot, the matter shall be disposed of in the following manner:

5.3.1 Sale or Other Arms-Length Transaction to Bona Fide Third Party. If the proposed transaction is a sale or other arms-length transfer to a bona fide third party purchaser, and has been disapproved without good cause, then within thirty (30) days after receipt of such notice and information, the Association shall deliver or mail by certified mail to the

Owner an agreement to purchase the Lot concerned by a purchaser approved by the Board, or the Association itself, who will purchase and to whom the Owner must sell the Lot upon the following terms:

(a) At the option of the Association to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers, one (1) of whom shall be appointed by the Owner and the other of whom shall be appointed by the Association, who shall base their determination upon an average of their appraisals of the Lot; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be shared by the parties.

(b) The purchase price shall be paid in cash. The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later. If the Association shall fail to itself purchase the Lot, or provide a purchaser, or if a purchaser furnished by the Association or the Association shall default in the agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved, and the Association shall furnish a certificate of approval.

5.3.2 Gifts; Devise; Inheritance; Familial Transfers. If the Owner giving notice has acquired or will acquire his title by gift, devise, inheritance, or succession laws or in any other manner, and if the Board wishes to disapprove the transfer or continuance of ownership without good cause, then within thirty (30) days after receipt from the Owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the Owner an agreement to purchase the Lot concerned by a purchaser approved by the Board (including the Association itself) who will purchase and to whom the Owner must sell the Lot upon the following terms:

(a) The sale price shall be the fair market value determined by agreement between the grantor and grantee within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, or where transfers are made for less than bona fide value, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers, one (1) of whom shall be appointed by the Association and the other of whom shall be appointed by the Owner, who shall base their determination upon an average of their appraisals of the Lot; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be shared by the parties.

(b) The purchase price shall be paid in cash. The sale shall be closed within ten (10) days following the determination of the sale price. If the Association shall fail to purchase the Lot or provide a purchaser, or if the Association or a purchaser furnished by the Association shall default in his/their agreement to purchase, then notwithstanding the disapproval, such transfer ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided.

5.3.3 Disapproval for Good Cause. Disapproval of title transfers or the continuation of ownership pursuant to this Article 5 shall be made by the Board if it is determined that the potential Owner does not facially qualify for membership in the Association, or if the proposed transaction will result in a violation of the Governing Documents. Only the following may be deemed to constitute good cause for disapproval on the grounds that the proposed purchaser does not facially qualify for membership in the Association or the proposed transaction will result in a violation of the Governing Documents:

(a) The application for approval on its face, or subsequent investigation thereof, indicates that the Person seeking approval (which shall hereinafter

include all proposed Occupants or Residents) intends to conduct himself in a manner inconsistent with the Governing Documents;

- (b) The Person seeking has been convicted of, pled no contest to, or has been released from incarceration, probation or community control for:

  - (i) a capital, first or second degree felony involving violence to Persons within the past ten (10) years; or
  - (ii) a first or second degree felony involving illegal drugs within the past ten (10) years; or
  - (iii) any drug offense involving the manufacture and/or distribution of illegal drugs regardless of when that conviction, plea or release occurred; or
  - (iv) a felony involving sexual battery, sexual abuse, or lewd and lascivious behavior regardless of when that conviction, plea or release occurred;
- (c) The Person seeking approval has been labeled a sexual offender or a sexual predator by any governmental or quasi-governmental agency regardless of when that label occurred;
- (d) The Person seeking approval is currently on probation or community control for a felony involving violence to another or damage to or theft of property;
- (e) The Person seeking approval has a record of financial irresponsibility, including without limitation prior foreclosures or bad debts such that the Board reasonably concludes that the applicant is unable to meet his financial obligations to the Association;
- (f) The Person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner, or has made material misstatements or withheld material/information during the application process; or
- (g) All Assessments and other Charges against the Lot have not been paid in full, unless the Association has reasonable assurances that said amounts will be paid out of the closing proceeds.

If the Board disapproves a transfer for good cause, the Association shall have no duty to purchase the Lot or furnish an alternate purchaser, and the transaction shall not be made, or if made, shall be rescinded in the manner determined by the Board.

5.4 Transfer Fee. A transfer fee in an amount equal to twelve (12) months of current regular assessments shall be due and payable to the Association by the transferee upon the conveyance of a Lot by an owner. The foregoing transfer is in addition to any pending special assessments that become due and owing at the time of the transfer of title. This transfer fee shall be paid at closing (or the delivery of an instrument of conveyance) and if not paid within three (3) business days following such closing or other conveyance of title shall be considered delinquent.

5.5 Exceptions. The foregoing provisions of this section entitled "Approval of Sales and Title Transfers" shall not apply to a transfer to or purchase by a bank, life insurance company, savings and loan association, or other bona fide mortgagee that acquires its title as the result of owning a purchase money first mortgage upon the Lot concerned; this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. Further exempt shall be purchasers at tax deed sales, judicial sales, and governmental levies. However, a transferee from a first mortgagee or other exempt acquirer of title shall be required to be approved by the Association as a condition of ownership and holding title to a Lot.

5.6 Unauthorized Transactions. Any sale, lease, mortgage or other transfer of ownership or possession not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

\*\*\*

ARTICLE VIII  
MAINTENANCE

\*\*\*

2. RESPONSIBILITY OF LOT OWNER:

- (a) Exterior Building Maintenance: The OWNER shall maintain the exterior of all buildings. Such maintenance shall include the re-shingling of the roof, repainting of fascia boards, exterior walls,



shutters, trim and eaves and regular cleaning to remove mildew, staining, and discoloration.

- (b) Planting and Maintenance of Shrubbery and Landscaping: The OWNER shall maintain and replace, when necessary, all shrubbery, lawn, swale and landscaping on or in front of his LOT, including spraying, fertilizing, mowing, edging, trimming and irrigating. Lawns and trees, shrubs, and flower beds shall be primarily weed-free, have a healthy appearance, and be cut, edged, and trimmed regularly. Beds shall be mulched with organic or decorative stone materials. An automatic underground irrigation system of sufficient size to irrigate all sodded and landscaped areas must be utilized as needed. Litter, refuse, and garbage must be removed promptly. The outflow of downspouts from roof gutter systems shall be directed away from adjoining properties. Pump-operated water features must be operable and maintained for water cleanliness. Birdbaths must be clean and free of debris and bird waste. Any water feature not properly maintained must be removed from the property. In the event that the OWNER shall fail to maintain the foregoing in a manner determined to be in the best interests of all members of the ASSOCIATION, or that same shall be damaged as a result of the OWNER'S use or neglect, then the ASSOCIATION shall have the right to take any and all measures as may be necessary to return the grounds to a properly maintained condition. Furthermore, the OWNER shall be liable to the ASSOCIATION for the full reasonable costs of all required labor and replacement of sod, grass or other landscaping materials or other materials. In this regard the ASSOCIATION shall be governed by the principal that all lawns, landscaping and swale shall be fully maintained free from unsightly bald spots and dead grass and should be uniform in texture and appearance with surrounding lawns in the SUBDIVISION. The ASSOCIATION shall have the right to record a lien against the subject property and enforce same as provided for in this Declaration. The OWNER shall also have the responsibility for the care and maintenance of his private driveway so that the driveway is kept free from excessive oil and grease stains and other unsightly deposits. In the event that any Owner fails to maintain the Owner's Lot pursuant to the Declaration, Board of Directors or the Architectural Committee, or its successors, shall have the right, upon reasonable notice, to enter such Lot for the purpose of effecting said maintenance and such entry shall not be deemed a trespass. The cost of such maintenance shall be assessed against the owner and shall become a lien upon the Lot being maintained.

\*\*\*

ARTICLE XII  
COVENANTS IN FAVOR OF INSTITUTIONAL LENDERS

~~In order to induce INSTITUTIONAL LENDERS, as herein defined to, make individual mortgage loans upon IMPROVED LOTS, the ASSOCIATION'S right to assess an IMPROVED LOT, or to impress a lien upon an IMPROVED LOT (as provided for in ARTICLE XI above), the title to which has been acquired by an INSTITUTIONAL LENDER as a result of foreclosure, or deed in lieu of foreclosure, shall be abated with respect to that portion of the assessment relating to the operation and maintenance of the COMMON AREA so long as said INSTITUTIONAL LENDER retains said title. Upon disposal in any manner of an IMPROVED LOT acquired by an INSTITUTIONAL LENDER by foreclosure, or deed in lieu of foreclosure, or when such IMPROVED LOT is under Lease, the ASSOCIATION'S right to make full assessments, including assessments relating to the operation and maintenance of the COMMON AREAS, against such IMPROVED LOTS and its right to impress a lien thereon shall be fully restored (except that no such assessment or lien shall be for the purposes of defraying the cost of any work or services with respect to the operation or maintenance of the COMMON AREAS undertaken by the ASSOCIATION during the period of time or prior to the time title to said IMPROVED LOT was held by an INSTITUTIONAL LENDER and the ASSOCIATION'S duties and obligations with respect to said IMPROVED LOT shall be restored.~~

\*\*\*

ARTICLE XIII

\*\*\*

ARTICLE XIV XIII  
GENERAL PROVISIONS

\*\*\*

~~(B) Amendment: This Declaration may be amended at any time and from time to time at the discretion of the ASSOCIATION. No amendment shall affect the lien of any mortgage then encumbering any part of the SUBDIVISION. Any amendment which would affect the surface water management system shall have the prior approval of the South Florida Water Management.~~

(B) Amendments to the Declaration shall be adopted in the following manner:

- (i) Proposal of Amendments. An amendment may be proposed by the President of the Association, the Directors, or by twenty-five percent (25%) of the entire Voting Interests.
- (ii) Proposed Amendment Format. Proposals to amend the existing Declaration shall contain the full text of the article to be amended. New words shall be underlined and words to be deleted shall be lined through with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF DECLARATION OF COVENANTS AND RESTRICTIONS OF PARKWOOD VI. SEE ARTICLE NUMBER        FOR PRESENT TEXT."
- (iii) Notice. The subject matter of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered.
- (iv) Adoption. This Declaration may be amended only by the affirmative vote of at least 66 2/3% of Voting Interests present, in person or by proxy, and voting at a duly noticed meeting at which a quorum has been attained. Amendments correcting errors, omissions, scrivener's errors, violations of applicable law, conflicts between the Governing Documents, or if determined necessary and desirable by the Board to comply with the requirements of the secondary mortgage market, may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote.
- (v) Execution and Recording. An amendment shall be evidenced by a certificate of the Association that must include recording data identifying the Declaration and be executed in the form required for execution of a deed. An amendment of the Declaration is effective when properly recorded in the public records of Broward County.
- (vi) Automatic Amendment. Whenever Chapter 720, Chapter 617 or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in the Governing Documents, the Board may operate the Association pursuant to the less stringent requirements without the need to change the Governing Documents. The Board, without a vote of the Members, may also adopt by majority vote, amendments to the Governing Documents as the Board deems necessary to comply with such operational

changes as may be authorized by future amendments to Chapters 607, 617 and 720 of the Florida Statutes, or other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

(vii) South Florida Water Management District Approval. Any amendment proposed to this Declaration which would affect the Surface Water Management System will be submitted to the South Florida Water Management District for a determination of whether the amendment necessitates a modification of the Permit. If a modification is necessary, the South Florida Water Management District will so advise the Association.

\*\*\*

(J). Emergency Powers. The Association shall have all the emergency powers under Chapters 617 and 720, Florida Statutes, as they may be amended from time to time, including, but not limited to, the emergency powers under Section 720.316, Florida Statutes.

\*\*\*

**AMENDMENTS TO THE  
ARTICLES OF INCORPORATION  
OF PARKWOOD VI ASSOCIATION, INC.**

(Additions shown by "underlining",  
deletions shown by "~~strikeout~~")

**ARTICLE XI – AMENDMENTS**

Amendments to these ARTICLES shall be proposed and adopted in the following manner:

1. A majority of the BOARD shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the members, which may be the annual or a special meeting.
2. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each member entitled to vote thereon within the time and in the manner provided in the BY-LAWS for the giving of notice of a meeting of the members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

3. At such meeting, a vote of the members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of ~~a majority of the votes of the entire membership of the ASSOCIATION~~ 66 2/3% of Voting Interests present, in person or by proxy, and voting at a duly noticed meeting at which a quorum has been attained.

4. Any number of amendments may be submitted to the members and voted upon them at any one meeting.

5. If all of the directors and all of the members eligible to vote sign a written statement manifesting their intention that an amendment to these ARTICLES be adopted, then the amendment shall thereby be adopted as though the above requirements had been satisfied.

6. No amendment shall make any changes in the qualifications for membership nor in the voting rights of members without approval by all of the members ~~and the joinder of all INSTITUTIONAL LENDERS holding mortgages upon the LOTS.~~ No amendment shall be made that is in conflict with the DECLARATION. Prior to the closing of the sale of all LOTS within the PROPERTY, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favour of, or reserved to, the DECLARANT, unless the DECLARANT shall join in the execution of the amendment, including, but not limited to, any right of the DECLARANT to appoint directors pursuant to Article VII.

7. No amendment to these ARTICLES shall be made which discriminates against any OWNER(S), or affects less than all of the OWNERS within the PROPERTY, without the written approval of all of the OWNERS so discriminated against or affected.

8. Upon the approval of an amendment to these ARTICLES, the articles of amendment shall be executed and delivered to the Department of state as provided by law, and a copy certified by the Department of State shall be recorded in the public records of the county in which the PROPERTY is located.

\*\*\*

**AMENDMENTS TO THE BY-LAWS OF  
PARKWOOD VI ASSOCIATION, INC.**

(Additions shown by "underlining",  
deletions shown by "~~strikeout~~")

\* \* \*

5. DIRECTORS

\* \* \*

5.19 Powers and Duties. The directors shall have the right to exercise all of the powers and duties of the ASSOCIATION, express or implied, existing under these BY-LAWS, the ARTICLES, the DECLARATION, or as otherwise provided by statute or law.

5.19.1 Emergency Powers.

In addition to other authority granted by law and elsewhere in the Declaration of Covenants and Restrictions, By-Laws, or Articles of Incorporation, the Board of Directors has the following power and authority in connection with emergency conditions:

(a) To determine after a casualty or in the midst of a public health crisis or threat whether or not the Association Property or portions thereof can be safely accessed, used or occupied by owners, guests, residents, tenants and invitees in an effort to safeguard the association and its members from liability and/or to protect the health, safety, or welfare of the residents, their guests and/or invitees. Such board decision shall be based upon the advice of emergency management officials, public health or government officials or a licensed professional.

(b) To mitigate damage including taking action to prevent the spread of fungus (including, but not limited to, mold and mildew) including tearing out drywall and carpet (even if the Lot Owner is obligated to insure and/or replace those items), debris removal, dry-out of homes and replacement of damaged air conditioners when necessary to provide climate control in the homes, removing personal property from the homes and disposing of damaged property or storing such property on-site or at an offsite location. If such mitigation steps are necessary to prevent the spread of mold or other damage in the building, Lot Owners shall be responsible for reimbursing the Association for items for which the Lot Owner is responsible within ten (10) days after receiving the Association's invoice. The Association's right to payment shall be secured by a lien enforceable in the same manner as a lien for Common Expenses as provided in Article XI and actions to collect such sums shall entitle the Association to recover interest, late fees, attorneys' fees, and other costs and expenses of collection. The Association bears no liability for such actions, if taken in good faith.

(c) To implement disaster and public health protocols prior to, during, or after an impending, ongoing or anticipated disaster, public health crisis or threat or state of emergency

(d) To adopt, by Board Resolution, emergency assessments as needed to take any of the actions permitted in this Section 5.19 with such notice deemed practicable by the Board of Directors.

(e) To conduct Board and Membership meetings electronically and with such advance notice as deemed practicable by the Board of Directors.

(f) To adopt emergency Rules and Regulations governing the access to, use and occupancy of the Lots, Common Elements, Limited Common Elements, and Association property. Such rules may include the closure of all recreational and social facilities, a restriction or ban on the entry into the community by guests and invitees if deemed necessary by the Board of Directors. The Board may enact any other rules and regulations as approved by a majority of the Board of Directors as the Board of Directors determines is in the best interests of the health, safety and welfare of Association, the Lot Owners, and residents, with as much notice as practical.

For purposes of this Section 5.19, an emergency shall be deemed to exist in the following circumstances:

(a) When the locale in which the Association is under a tropical storm or hurricane watch or warning.

(b) When the locale in which the Association is located is under a declared state of emergency from any governmental agency having jurisdiction related to health, safety, and welfare.

(c) When the Association Property is in danger of significant damage or has been significantly damaged, as determined by the Board of Directors, by casualty, act of nature, or act of man, including but not limited to fires, floods, hurricanes, tropical storms or other sever weather events, floods, erosion, sinkholes, pandemics or other public health threats, or acts of war, terrorism or criminal conduct.

(d) The powers conferred by this Section 5.19 shall be in force during such time as an emergency exists, as well as an anticipation of an emergency or in response to an emergency which has resulted in damage to the Association Property, or which continues to present a threat to health, safety and welfare or poses legal liabilities to the Association.

\* \* \*

## 9 AMENDMENTS.

9.01 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

9.02 Initiation. A resolution to amend these BY-LAWS may be proposed either by any director, or at the direction of ten (10%) percent or more of the members of the ASSOCIATION.

9.03 Adoption of Amendments. A resolution for the adoption of a proposed amendment may be adopted by a vote of at least 66 2/3% of Voting Interests present, in person or by proxy, and voting at a duly noticed meeting at which a quorum has been attained, or by the written agreement of 66 2/3% of the entire Voting Interests. Amendments correcting errors, omissions, scrivener's errors, violations of applicable law, conflicts between the Governing Documents, or if determined necessary and desirable by the Board to comply with the requirements of the secondary mortgage market, may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote

~~9.03.1 A resolution for the adoption of the proposed amendment shall be adopted either, (a) by unanimous vote of all of the directors; or (b) by not less than a majority of the votes of the entire membership of the ASSOCIATION. Any amendment approved by the members may provide that the BOARD may not further amend, modify or repeal such amendment.~~

~~9.03.2 So long as DECLARANT is entitled to appoint a majority of the directors, these BY-LAWS may be amended by DECLARANT without the joinder or approval of the BOARD or the members. Any amendment made by DECLARANT must first be approved by the INSTITUTIONAL LENDER holding the greatest number of first mortgages encumbering the LOTS, and must also be approved by the Federal Housing Administration or by the Veterans Administration if any mortgage encumbering a LOT is guaranteed or insured by either such agency, if such amendment materially and adversely affects the members. Such approval shall specifically not be required where the amendment is made to correct errors or omissions or is required by any INSTITUTIONAL LENDER so that such lender will make, insure or guarantee mortgage loans for the LOTS, or is required by any governmental authority.~~

~~9.04 No amendment shall make any changes in the qualification for membership nor in the voting rights or property rights of members without approval by all of the members and the joinder of all record owners of mortgages upon the LOTS. No amendment shall be made that is in conflict with the DECLARATION or the ARTICLES. Prior to the closing of the sale of all LOTS, no amendment shall make any changes to~~



~~any provisions of these BY LAWS which expressly grant DECLARANT right, privilege, power or option, unless DECLARANT joins in the amendment.~~


~~9.05 No amendment to these BY LAWS shall be made which discriminates against any OWNER(S), or affects less than all of the OWNERS without the written approval of all of the OWNERS so discriminated against or affected.~~

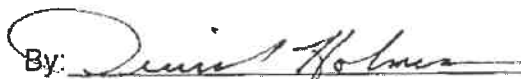
~~9.069.04 Execution and Recording.~~ No modification of, or amendment to, the BY-LAWS shall be valid until recorded in the Public Records of the County in which the PROPERTY is located.

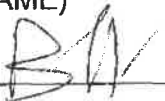
\*\*\*


WITNESS my signature hereto this 21<sup>ST</sup> day of October, 2020, at Coconut Creek, Broward County, Florida.

**PARKWOOD VI ASSOCIATION, INC.**

  
\_\_\_\_\_  
Witness  
Cecilia MARTIN  
(PRINT NAME)

By:   
\_\_\_\_\_  
Derrick Holmes, President


  
\_\_\_\_\_  
Witness  
Nicholas Beaufrano  
(PRINT NAME)

Attest:   
\_\_\_\_\_  
Marie Ritchie, Secretary



STATE OF FLORIDA :  
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 21<sup>ST</sup> day of October 2020, by Derrick Holmes and Marie Ritchie, as President and Secretary, respectively, of **Parkwood VI Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced \_\_\_\_\_ as identification and did take an oath.

  
\_\_\_\_\_  
(Signature)  
Nisely Montes  
\_\_\_\_\_  
(Print Name)  
Notary Public, State of Florida at Large