Document prepared by: Lois Reid Clemente, Esq. Lois Reid Clemente, P.A. 6606 20<sup>th</sup> Street Vero Beach, FL 32966

# CERTIFICATE OF AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WALKER'S GLEN WEST AND THE BYLAWS OF THE WALKER'S GLEN WEST HOMEOWNERS ASSOCIATION, INC.

THIS AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS AND THE BYLAWS OF THE WALKER'S GLEN WEST HOMEOWNERS ASSOCIATION, INC., (the "Amendment"), is made as of February \_\_\_\_\_, 2006.

### WITNESSETH:

WHEREAS, the Declaration of Protective Covenants, Conditions, Restrictions And Easements of Walker's Glen West, was recorded in Official Record Book1032, Page 2095, Public Records of Indian River County, Florida;

WHEREAS, Article XVII of the Declaration of Protective Covenants, Conditions, Restrictions And Easements of Walker's Glen West provides that the Declaration of Protective Covenants, Conditions, Restrictions And Easements of Walker's Glen West may be amended by not less than two-thirds the entire membership of the Board of Directors and by not less than two-thirds of the votes of the entire membership of the Association or not less than eighty percent of the entire membership of the Association;

WHEREAS, Article 8 of the By-Laws provides that the By-Laws may be amended by not less than two-thirds the entire membership of the Board of Directors and by not less than two-thirds of the votes of the entire membership of the Association or not less than eighty percent of the entire membership of the Association;

WHEREAS, a meeting of the Board of Directors was held on February\_\_\_\_\_, 2006 at which the entire membership of the Board of Directors did vote to amend the Declaration of Protective Covenants, Conditions, Restrictions And Easements of Walker's Glen West and By-Laws in the particulars as set forth in Exhibit "A" attached to this Certificate;

NOW THEREFORE, the Declaration of Protective Covenants, Conditions, Restrictions And Easements of Walker's Glen West and By-Laws be and are hereby amended in the particulars as stated in Exhibit "A" attached hereto; the amendments shall run with the real property constituting WALKER'S GLEN WEST, and shall be binding on all parties having any right, title or interest in the said real properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner and occupant thereof; and except as otherwise amended hereby, the Declaration of Protective Covenants, Conditions, Restrictions And Easements of Walker's Glen West and By-Laws shall remain unchanged and in full force and effect.

### **CERTIFICTE OF ADOPTION OF AMENDMENTS**

We hereby certify that the attached Amendments were duly adopted as Amendments to the Declaration of Protective Covenants, Conditions, Restrictions And Easements of Walker's Glen West by amending the above-mentioned Declaration and By-Laws of the Association; and the required percentage of Board votes at a Board meeting with quorum present, did approve same.

Witnesses

WALKER'S GLEN WEST HOMEOWNERS

ASSOCIATION, INC.

President: Harvard Johnson

Attest: <u>Sinda</u> (Johnson Acting Secretary: Linda Johnson

STATE OF FLORIDA

SS.:

COUNTY OF INDIAN RIVER:

I hereby certify that on this 20 day of February, 2006, before me, personally appeared Harvard Johnson, President and Linda Johnson, Acting Secretary, of the Walker's Glen West Homeowners Association, Inc., a Florida not-for-profit Corporation, to me known to be the Individuals and Officers described in and who executed the aforesaid Certification as their free acts and deeds as such duly authorized officers; and that the official seal of the Corporation is duly affixed and the Instrument is the act and deed of the Corporation.

Witness my signature and official seal at Vero Beach, in the County of Indian River, State of

Florida, the day and year last aforesaid.

orlane McCrary

My Commission DD352418 Expires October 25 2008

Notary Public

SEAL:

#### EXHIBIT "A"

## PROPOSED AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF WALKER'S GLEN WEST AND THE BY-LAWS OF WALKER'S GLEN WEST HOMEOWNER'S ASSOCIATION, INC.

As used herein the following shall apply:

- A. Words in the text are lined through with (----) indicate deletions from the present text.
- B. Words in the text which are <u>underlined</u> indicate additions to the present text.

### I. <u>DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF WALKER'S GLEN WEST</u>

1. The first sentence of Article VI of the Declaration of Protective Covenants, Conditions, Restrictions And Easements of Walker's Glen West shall be amended to read as follows:

### ARTICLE VI ASSESSMENTS

The cost of maintaining and repairing the Common Areas, the street and yard lighting system, and all parts of Lots to be maintained and repaired by the Association, the cost of premiums for insurance to be obtained by the Association, the cost of taxes upon the Common Areas, together with all other costs incurred by the Association in the performance of its obligation, will be estimated by the Board of Directors of the Association, on an annual basis, for the period from the first day of April January to the thirty-first day of March December of each year, in advance; and such costs will be Common Expenses, to be paid by the Association, as herein set forth.

2. The third and fourth paragraphs of Article VI of the Declaration of Protective Covenants, Conditions, Restrictions And Easements of Walker's Glen West shall be amended to read as follows:

Assessments against each Lot owner for his proportionate share of the Common Expenses will be made annually, in advance; and such assessments will be due in equal quarterly payments on the first day of each April, July, October and January January, April, July and October of the fiscal year for which they are made. If an annual assessment is not made as required, an assessment will be presumed to have been made in the amount of the last prior assessment and quarterly installments on such assessments will be due on the first day of each April, July, October and January January, April, July and October until changed by an amended assessment.

The unpaid assessment for the remaining portions of the year for which any amended assessment is made will be due in equal installments on the first day of each April, July, October and January January, April, July and October in the fiscal year for which such amended assessment is made.

- 3. A new Section G shall be added to Article XII of the Declaration of Protective Covenants, Conditions, Restrictions And Easements of Walker's Glen West to read as follows:
- G. <u>Lease</u>. A unit owner may lease his/her unit one time during each calendar year. No unit owner may lease his unit prior to two (2) years from the date of acquiring the unit. For purposes of this Article, the date of acquiring the unit shall be the date the deed transferring ownership was recorded in the Public Records of Indian River County.

### II. BYLAWS

- 1. The first paragraph of Article 3.1 of the Bylaws of the Walker's Glen West Homeowners Association, Inc. shall be amended to read as follows:
- 3.1 <u>Membership.</u> The affairs of the Association will be managed by a board of three (3) five (5) directors. Directors need not be members of the Association.
- 2. A new Section 9 shall be added to the Bylaws of the Walker's Glen West Homeowners Association, Inc. to read as follows:
- 9. <u>Lease.</u> A unit owner may lease his/her unit one time during the calendar year. No unit owner may lease his unit prior to two (2) years from the date of acquiring the unit. For purposes of this Article, the date of acquiring the unit shall be the date the deed transferring ownership was recorded in the Public Records of Indian River County.

All Amendments are effective when recorded in the Public Records of Indian River County, Florida, unless a different effective date is stated in a particular amendment.

Except as amended herein, the Declaration of Protective Covenants, Conditions, Restrictions And Easements of Walker's Glen West and the By-Laws shall remain unchanged and in full force and effect.