

This Instrument Prepared by and Return To:  
Kravit Law, P.A.  
**Cory B. Kravit, Esq.**  
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**File No. 548.0001**

**CERTIFICATE OF AMENDMENT TO THE REVITALIZED DECLARATION OF  
PROTECTIVE COVENANTS, RESTRICTIONS, RESERVATIONS, SERVITUDES AND  
EASEMENTS OF WALDO S. CARMICHAEL AS TO WHIPPOORWILL LAKES**

THIS AMENDMENT is made this 30 day of August 2022, by **Whippoorwill Lakes Property Owners' Association, Inc.**, (hereinafter "ASSOCIATION") pursuant to the REVITALIZED DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS, RESERVATIONS, SERVITUDES AND EASEMENTS OF WALDO S. CARMICHAEL AS TO WHIPPOORWILL LAKES (hereinafter "DECLARATION"). The original Declaration of Protective Covenants, Restrictions, Reservations, Servitudes and Easements of Waldo S. Carmichael as to Whippoorwill Lakes is recorded in Official Records Book 2917, Page 671 of the Official Records of Palm Beach County, Florida and revitalized on November 11, 2011, pursuant to that certain Certificate of Revitalization recorded in Official Records Book 24839 at page 125 of the Official Records of Palm Beach County, Florida.

WHEREAS, Whippoorwill Lakes Property Owners' Association, Inc.. is a homeowners association as set forth in those certain Declaration of Covenants and Restrictions as recorded in the Public Records of the Clerk of the Court in and for Palm Beach County, Florida, at Official Record Book 2917, Page 671 and revitalized at Official Records Book 24839, Page 125.

WHEREAS, Owners were provided with copies of the proposed amendments and written consents in accordance with the Association's governing documents, which consents were due to be returned by July 2, 2022.

WHEREAS, on April 4, 2022 the written consents and proposed amendments were mailed to the Membership.

WHEREAS, each of the Amendments set forth were approved by not less than 75% of the votes cast.

WHEREAS, the total number of votes cast was 35, the total number of votes necessary to adopt the amendments was 27 votes, and the total number of votes cast in favor of proposed amendment #1 was 29, the total number of votes cast in favor of proposed amendment #2 was 30, the total number of votes cast in favor of amendment #3 was 29, and the total number of votes in favor of amendment #4 was 28.

NOW, THEREFORE, the undersigned hereby certify that the attached Exhibit "A" reflects a true and correct copy of the amendments as amended by the membership on July 2, 2022.

Except as amended and modified herein, all other terms and conditions of the DECLARATION shall remain unchanged and in full force and effect according to their terms.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the REVITALIZED DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS, RESERVATIONS, SERVITUDES AND EASEMENTS OF WALDO S. CARMICHAEL AS TO WHIPPOORWILL LAKES to be executed by the duly authorized officers of the ASSOCIATION, this 30 day of August, 2022.

WHIPPOORWILL LAKES PROPERTY OWNERS' ASSOCIATION, INC..

By: Kenneth R. Whitaker

By: Charles B. Layman

Print: Kenneth R. Whitaker

Print: CHARLES B. LAYMAN

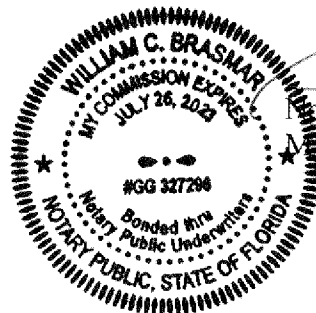
Title: President

Title: Secretary

STATE OF FLORIDA  
COUNTY OF Palm Beach

THE FOREGOING instrument was executed before me, by means of ☒ physical presence or ☐ online notarization, this 30 day of August, 2022, by Kenneth R. Whitaker, the President and Charles B. Layman, the Secretary of WHIPPOORWILL LAKES PROPERTY OWNERS' ASSOCIATION, INC., who upon being duly sworn acknowledged to me that he/she signed the foregoing document and who is personally known to me or produced a driver's license as proof of identity.

WITNESS my hand and official seal at the County and State aforesaid this 30 day of August, 2022.



[Signature]  
Notary Public

My commission expires: July 26 2023

**EXHIBIT "A"**

**FIRST AMENDMENT TO THE REVITALIZED DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS, RESERVATIONS, SERVITUDES AND EASEMENTS OF WALDO S. CARMICHAEL AS TO WHIPPOORWILL LAKES**

The original Declaration of Protective Covenants, Restrictions, Reservations, Servitudes and Easements of Waldo S. Carmichael as to Whippoorwill Lakes is recorded in Official Records Book 2917, Page 671 of the Official Records of Palm Beach County, Florida and revitalized on November 11, 2011, pursuant to that certain Certificate of Revitalization recorded in Official Records Book 24839 at page 125 of the Official Records of Palm Beach County, Florida.

*Words underlined are added and words ~~stricken-through~~ are deleted.*

**1) Section III- Definitions of Terms, Paragraph 1 of the Revitalized Declaration is amended as follows:**

1. DWELLING, HOUSE, BUILDING, OUTBUILDING. The words "Dwelling", "House", "Building" and "Outbuilding" wherever used in this Declaration shall be deemed and construed to include both the main portion of said structure, including one or more rooms designed, occupied or intended for occupancy as separate living quarters, with only one kitchen plus sleeping and sanitary facilities provided within for the exclusive use of a single family maintaining a household and all projections therefrom, such as bay windows, exterior chimneys, covered porches, or porticos, and the like, including any garages incorporated in or forming a part thereof, but shall not include the unsupported eaves of such structure. Notwithstanding, outdoor kitchens approved by the Whippoorwill Lakes Property Owners Association, Inc., are permitted as an additional accessory kitchen to the main structure.

**2) Section III- Definitions of Terms, adding Paragraph 8 to the Revitalized Declaration is amended add the following:**

8. ASSOCIATION. The word "Association" wherever used in this Declaration means and refers to the Whippoorwill Lakes Property Owners' Association, Inc., as further defined in Section XIII herein.

**3) Section IV- Uses Prohibited and Permitted, Paragraph 2 of the Revitalized Declaration is amended as follows:**

2. The premises shall not be used or occupied by other than a single family and family servants, and shall not be used for other than residential use. Accessory dwelling units (defined as an additional residential Building that occupies the same lot as the primary Dwelling) are prohibited.

**4) Section IV- Uses Prohibited and Permitted, adding Paragraph 20 to the Revitalized Declaration is amended to add the following:**

i. 20. Dwellings may not be leased for a term of less than six (6) months and more than three (3) times in a calendar year. Notwithstanding, the following lease restrictions apply only to owners who acquire title to the parcel after the effective date of this amendment, or to a Dwelling/Lot owner who consents, individually or through a representative, to this amendment. All leases shall be in writing, which may be on a form required by the Association, and shall provide or, in the absence of such language, shall be deemed to provide that the Association shall have the right and authority to act as agent of the owner to terminate the lease and evict the lessee upon default by such lessee in observing any of the provisions of this Declaration, the Articles of Incorporation, By-Laws, and applicable Association Rules and Regulations, as any of them may be amended from time to time, or other applicable provisions of any agreement, document, or instrument governing the unit, common elements or Association property. The costs associated with any action to evict the lessee, including attorney's fees, will be the personal obligation of the lessor/owner and shall be an individual special assessment against the owner and unit, collectible in the same fashion as any other assessment, as provided hereunder. The form of lease must be approved in writing by the Board prior to execution. The Association may also require the use of a uniform lease or uniform lease addendum. All proposed tenants and occupants shall be subject to a criminal background check. A proposed tenant/occupant may be disapproved by the Association when the proposed tenant/occupant has a criminal history, including, but not limited to, conviction(s) concerning the manufacture and/or distribution of controlled substances within the past ten (10) years, conviction(s) for violent crimes within the past ten (10) years, conviction(s) within the past fifteen (15) years for a felony where the victim was a minor, and/or if the proposed tenant is a registered sexual offender or sexual predator pursuant to Florida law or pursuant to any other jurisdiction or is listed on the Florida Department of Law Enforcement Florida Sexual Offenders and Predators database. A proposed lease may also be disapproved when the Owner of the Dwelling is delinquent in the payment of any assessment, fine, fee or other charge due to the Association, or is in violation of any provision of the Association's governing documents, including this Declaration, the Articles, Bylaws and the Rules and Regulations. The lease must be for the whole Lot, no individual rooms may be leased or rented, even if Owner or tenant is living in the Dwelling. Short-term rentals and subleases are strictly prohibited. Tenants wishing to remain in the Dwelling after the expiration of the initial lease must submit a new lease application for approval at least thirty (30) days prior to the expiration of the original lease term. The terms of the lease shall not be in conflict with any provision of this Declaration, the Articles of Incorporation, the By-Laws, and applicable Association Rules and Regulations, as any of them may be amended from time to time. Notwithstanding the foregoing, during the first two (2) years of ownership: i) no Dwelling may be leased; and ii) no Dwelling may be occupied by persons other than an owner who owns in his or her individual capacity (i.e. not through a corporation, limited liability company or other entity) or that individual owner's immediate family. Any occupancy other than by the owner or the owner's immediate family shall be deemed a lease. When a Lot is sold with a tenant renting the Dwelling, the tenant may remain for the rest of the tenant's then applicable lease term, provided same is not longer than one year, and the two-year time for this rental/occupancy prohibition will commence upon the expiration of that tenant's lease. This rental prohibition does not apply to Lots which become owned by the Association through foreclosure of the Association's lien. Any person who resides in a Dwelling for more than thirty (30) days in any calendar year shall not be deemed a guest, but shall be deemed a tenant for purposes of requiring approval under this section.