File # 202306204 OR BK 4366 Pages 1970 RECORDED 02/15/23 at 09:41 AM Donald C. Spencer, Clerk Santa Rosa County, Florida DEPUTY CLERK TC Trans #1241241

> This instrument prepared by: Jay Roberts, Esq. Becker & Poliakoff, P.A. 348 Miracle Strip Pkwy, Suite 7 Fort Walton Beach, FL 32548 (850)664-2229

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AMENDMENT CERTIFICATE WOODLAWN HEIGHTS OWNERS ASSOCIATION, INC.

THE UNDERSIGNED, being the duly elected and acting President of Woodlawn Heights Owners Association., Inc., a Florida corporation not for profit, does hereby certify that the attached amendment to the Declaration was approved by the requisite vote of the members on February 6, 2023.

The sole community operated by Woodlawn Heights Owners Association, Inc., is Woodlawn Heights, a planned community. The initial Declaration of Covenants, Conditions and Restrictions for Woodlawn Heights is recorded at Official Records Book 1913, Page 309 et seq., Public Records of Santa Rosa County, Florida.

ATTEST: Woodlawn Heights Owners Association, Inc. STATE OF The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of Felician 2023 by Terry Mills, who is personally known to me or who has produced <u>fet be</u> (type of identification)(if left blank the affiant is personally known by me) as identification and known to be the President of Woodlawn Heights Owners Association, Inc, a Florida not for profit corporation, and acknowledged to and before me that the execution of the foregoing instrument was for the uses and purposes therein stated. WITNESS my hand and official seal this day of february, 2023. SUSAN REININGER **NOTARY PUBLIC**

My Commission Expires: 03/65/2023

Notary Public - State of Florida

Commission # GG 279307 My Comm. Expires Mar 5, 2023 Bonded through National Notary Assn.

SCHEDULE OF AMENDMENTS

(Additions indicated via <u>underlined</u> text; Deletions indicated via strike through text)

Article IV, Section 1 of the Declaration Covenants has been amended as indicated below:

Residential Use. All Lots shall be used and occupied solely for single family residential purposes and shall not be used for commercial, trade, public amusement, public entertainment or business purposes of any kind or character, other than a home office specifically authorized by the ARC or Architectural Review Representative. No structure shall be erected, altered, placed, or permitted to remain on any Lot other than one single family structure with a garage attached to the main structure (or a detached garage in conformity with the architectural design of the residential structure) for at least two (2) vehicles, a pool, a detached gazebo and/or guest house (designed in conformity with the architectural design of the residential structure). No such permitted detached structure may be constructed prior to completion of construction of the residential structure. A servant's room, tool room and/or laundry room may be attached to the residential structure or garage. Notwithstanding the foregoing, a builder who is then currently active in constructing residences for sale within the Development may, with the prior approval of, and within guidelines established by, the ARC, construct one or more house(s) within the Development which may be used by that builder as a model home, or used by Declarant as a sales center for Lots within the subdivision.

Section 1. Other than provided herein, no Lot may be leased or rented at any given time for a period of fewer than three (3) consecutive months and no Lot may be leased or rented for more than three (3) times in a calendar year. Any Owner engaged in leasing or subleasing activities as of the recording date of this amendment shall be allowed to continue leasing or subleasing until the expiration of the current lease term (i.e. there shall be no renewals of said lease which are inconsistent with the terms of this amendment). Owners may apply with the Board of Directors for a temporary or special variance in cases of hardship. There shall be no advertising for rental or leasing terms inconsistent with the restrictions set forth in this amendment.