

**THIRD AMENDMENT TO THE  
NEIGHBORHOOD COVENANTS FOR WEDGEWOOD VILLAGE PROPERTY  
OWNERS' ASSOCIATION, INC.**

WHEREAS, the Wedgewood Village Property Owners Association, Inc. (sometimes herein referred to as the "Association") originally caused to be filed the Neighborhood Covenants for Wedgewood Village originally recorded at Official Records Book 8888 Page 688, et. seq. of the Public Records of Palm Beach County, Florida amended with such first amendment recorded at Official Records Book 11797 Page 210, et. seq., of the Public Records of Palm Beach County, Florida further amended with such second amendment recorded at Official Records Book 24778 Page 1304, et. seq. of the Public Records of Palm Beach County, Florida.

WHEREAS, the Association, through a vote of its members, desires to further amend said Neighborhood Covenants for Wedgewood Village in order to provide for the preservation of the values and amenities thus established;

WHEREAS, pursuant to Article XI Section 5 of the Neighborhood Covenants for Wedgewood Village, the Association hereby further amends the Neighborhood Covenants for Wedgewood Village and any existing amendments related there as follows:

The Neighborhood Covenants for Wedgewood Village (hereinafter collectively referred to as the "Covenants") shall be further amended as follows (Additions indicated by "underlining"; deletions by "~~strike through~~" and are numerically categorized by general topic). To the extent an Article or a Section is not referenced herein, such Article and/or Section are unaltered by virtue of this amendment with the exception of sequencing of lettered and/or numbered paragraphs, however, to the extent any such language contained in this amendment conflicts or contradicts any terms in any other provisions of the Covenants or any other previous amendment(s) the terms herein shall supersede, take priority over, and control in all respects:

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### **Third Amendment to the Neighborhood Covenants for Wedgewood Village**

#### **Item 1: ARTICLE VII**

#### **Section 12. Commercial Vehicles, Trucks, Trailers, Campers and Boats.**

[entire previous section deleted and replaced as stated below]

No trucks or vans designed for or used primarily for commercial purposes or characterized in this Section as commercial vehicles, and no commercial vehicles, campers, mobile homes, motor homes, house trailers of every other description, recreational vehicles, boats, boat trailers, or horse trailers, shall be permitted to be parked or to be stored at any place on The Properties, or in dedicated areas, except in (i) enclosed garages and (ii) spaces for some or all of the above specifically designated by the Association, if any.

Notwithstanding the above prohibitions, Lot Owners and occupants may park "trucks" (defined as pickup trucks, sport utility vehicles, minivans) that are not commercial vehicles under this Section in the driveways on their Lots; except trucks shall not be parked in driveways under the following conditions:

- (i) if they are not in good repair and maintenance;
- (ii) if they are designed and customized for use other than in accordance with the manufacturer's original specifications; or
- (iii) if they visibly display tools or equipment thereon.

For purposes of this Section, prohibited "commercial vehicles / commercial trucks" shall mean those vehicles, which:

- (i) are not designed and used for customary personal/family purposes; or
- (ii) contain tandem rear-wheel trucks (1/2 ton rear dual-axle vehicles); or
- (iii) the height of such truck is greater than eighty-five inches (85"); or
- (iv) the length of such truck is greater than two hundred fifty inches (250"); or
- (v) the overall length of the truck does not fit within the parameters of the driveway;  
or
- (vi) the suspension components have been altered to be higher than the original manufacturer's specifications; or
- (vii) the truck has more than four (4) wheels and/or dual wheels; or
- (viii) the truck has a flat bed, stake body or a wooden or hand-made body; or
- (ix) possesses a tonneau cover unless such tonneau cover is vinyl and matches the color of the truck's body; or
- (x) possess a visible topper or toolbox; or
- (xi) utilizes a tarp or garbage bag or other material being used for cover not specifically manufactured for that precise purpose; or

- (xii) possesses any commercial lettering or signage, whether painted, sketched, magnetic signage or any other means is placed on the truck whether either on the body or the window; or
- (xiii) possesses any equipment towing from the hitch; or
- (xiv) possesses roof lights or lights beyond those lights factory installed; or
- (xv) possess commercial license plates;
- (xvi) weighs in excess of 7500 lbs; or
- (xvii) possesses any noise enhancing features, including without limitation a muffler which increases the drive by sound of the vehicle or any other device, feature, or part which increases the sound emanating from the exhaust of the vehicle beyond the drive by sound created from original manufacturers' basic non-upgraded specifications for the vehicle.

The absence of lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. The prohibitions on parking contained in this Section shall not apply to temporary parking of trucks and commercial vehicles such as for construction use or providing pick-up and delivery of other commercial services to a home, nor to passenger-type vans with windows for personal use which are in acceptable condition.

Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Covenants, any amendments thereto, or other such rules and regulations now or hereafter adopted may be towed by the Association at the sole cost and expense of the owner of such vehicle if such vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of such vehicle or trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal nor failure of the owner to receive it for any reason, shall be grounds for relief of any kind. All Owners and other occupants of Lots are advised to consult with the Association prior to purchasing, or bringing onto The Properties any vehicle which may be considered commercial in nature. The Properties are defined as shown on the recorded plat of Wedgewood Village.

[signatures, witnesses and notary on following page]

IN WITNESS WHEREOF, the Association has caused this Third Amendment to the Neighborhood Covenants for Wedgewood Village for Wedgewood Village Property Owners Association, Inc. to be duly executed and its corporate seal to be hereunto affixed this 2nd day July, 2020.

Wedgewood Village Property Owners Association,  
Inc., a Florida not for profit corporation

Signed, Sealed & Delivered  
in the presence of:

Kaylee Chicca

By: [Signature]

K Chicca

STATE OF FLORIDA                     )  
  ) ss:  
COUNTY OF PALM BEACH            )

The foregoing Third Amendment to the Neighborhood Covenants for Wedgewood Village was acknowledged before me this 2nd day of July, 2020 by Brad Boston as President [title] of Wedgewood Village Property Owners Association, Inc.

My Commission Expires:

[Signature]  
NOTARY PUBLIC  
State of Florida

