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Palm Beach County, Florida

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**CERTIFICATE OF AMENDMENT TO THE NEIGHBORHOOD COVENANTS FOR MUIRFIELD VILLAGE**

THIS CERTIFICATE OF AMENDMENT is executed this 14<sup>th</sup> day of March, 2002 by MUIRFIELD VILLAGE NEIGHBORHOOD ASSOCIATION, INC., a Florida corporation not-for-profit (hereinafter referred to as the "Association").

**RECITALS**

**WHEREAS**, the Association has been established for the operation of Muirfield Village, in accordance with the Neighborhood Covenants for Muirfield Village recorded on August 12, 1998 in Official Records Book 10576, at Page 996, of the Public Records of Palm Beach County, Florida (the "Neighborhood Covenants" or "Declaration"); and

**WHEREAS**, pursuant to Section 2A of Article XIII of the Neighborhood Covenants, the Neighborhood Covenants may be amended by approval at a meeting of Owners holding not less than 66 2/3% vote of the membership in the Association; and

**WHEREAS**, an amendment was proposed to Section 42 of Article VII of the Neighborhood Covenants in accordance with the provisions of Article XIII of the Neighborhood Covenants at a duly noticed special meeting of the Members held on the 27<sup>th</sup> day of February, 2002, at which a quorum was attained in person or by proxy (the "Special Meeting"); and

**WHEREAS**, the proposed amendment to Section 42 of Article VII of the Neighborhood Covenants was approved at the Special Meeting by a vote of not less than 66 2/3% of the Members of the Association.

**NOW, THEREFORE**, the Association does hereby state as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

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- 2. Section 42 of Article VII of the Neighborhood Covenants is hereby amended as specified in the full text of the amendment set forth on Exhibit "A" attached hereto and incorporated herein.
- 3. All other provisions of the Neighborhood Covenants remain unchanged.

19 IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seal this day of March, 2002.

Witnesses:

**MUIRFIELD VILLAGE NEIGHBORHOOD ASSOCIATION, INC.**, a Florida corporation not-for-profit

Print Name Barry Silberman

By: Barry Silberman  
Barry Silberman, President

Print Name GREGG ACKELMAN

Print Name Lisa Collins

By: Lisa Collins  
Lisa Collins, Secretary

Print Name \_\_\_\_\_

(Seal of Corporation)

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 19 day of March, 2002, by Barry Silberman as President and Lisa Collins, as Secretary of Muirfield Village Neighborhood Association, Inc., a Florida corporation, on behalf of the corporation. They (who are personally known to me)/(who have produced \_\_\_\_\_ as identification) and ~~did~~/~~did not~~ take an oath.

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



This instrument prepared by:  
Lisa A. Lerner, Esquire  
Siegfried, Rivera, Lerner,  
De La Torre & Sobel, P.A.  
201 Alhambra Circle, Suite 1102  
Coral Gables, Florida 33134

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**MUIRFIELD VILLAGE NEIGHBORHOOD ASSOCIATION, INC.**

*(The following amendment is a substantial rewording of the text as indicated by the underlined portions of the Declaration; See Declaration for original text)*

- I. Article VII, Section 42, of the Neighborhood Covenants of Muirfield Village Neighborhood Association, Inc. (here after referred to as The Association), shall be amended to read as follows:

Section 42. Commercial Vehicles, Trucks, Trailers, Campers and Boats.

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 or 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, sports utility vehicles, minivans, vans and sports utility trucks) 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;
- (iii) if they visibly display tools or equipment thereon.

The Board of Directors (here after referred to as The Board) shall have the discretion to determine if there is a violation of any of the prohibitions herein, and the Board's determination shall be conclusive. No on street parking or parking on lawns shall be permitted.

For purposes of this Section, "commercial vehicles" shall mean those vehicles, which are not designed and used for customary, personal/family purposes, including tandem rear-wheel trucks (1/2 ton rear dual-axle vehicles). 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 and other commercial services to a home, nor to passenger type vans with windows for personal use which are in acceptable condition in the sole opinion of the Board (which favorable opinion may be changed at any time).

Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations now or hereafter

adopted may be towed by the Association at the sole 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 for 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 other reason, shall be grounds for relief of any kind. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

All Owners and other occupants of Units (Lots and Units are interchangeable) are advised to consult with the Association prior to purchasing, or bringing onto The Properties. The Properties are defined as shown on the recorded plat as Muirfield Village, any type of vehicle other than a passenger car or truck inasmuch as such vehicle may not be permitted to be kept within The Properties.

This is not a certified copy