

**DECLARATION**  
**OF**  
**PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS**  
**FOR**  
**KENSINGTON AT WOODFIELD COUNTRY CLUB**

THIS DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS ("Declaration") made and entered into this 21<sup>st</sup> day of February, 1995, by CHANNING CORPORATION XXIV, a Florida corporation, hereinafter referred to as "Declarant" (as such term is hereinafter defined).

**WITNESSETH:**

**WHEREAS**, Declarant owns the real property described on Exhibit "A" attached hereto (hereinafter referred to as the "Property"); and

**WHEREAS**, the Property is comprised of "Lots" and "Common Properties" serving the "Owners" thereof (as those terms are hereinafter defined); and

**WHEREAS**, Declarant intends that "Dwelling Units" (as that term is hereinafter defined) will be constructed on the Lots in accordance with the provisions of this Declaration; and

**WHEREAS**, Declarant desires to provide for the preservation of the values and amenities of the Property as hereby or hereafter established; and

**WHEREAS**, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the Property to create a Florida corporation not for profit (hereinafter referred to as the "Association") which will be responsible for the ownership, maintenance and administration of the Common Properties, the enforcement of this Declaration, and the collection and disbursement of the assessments and charges hereinafter authorized; and

**NOW, THEREFORE**, Declarant declares that the Property shall be used and maintained subject to the recitations set forth above, the covenants, reservations, restrictions, easements, charges, and liens hereinafter set forth, all of which shall run with the Property and shall be binding upon and inure to the benefit of Declarant, its successors and assigns; all Owners of Dwelling Units subjected to this Declaration, their families, guests, tenants and invitees; and all persons having any right, title or interest in any part thereof.

**ARTICLE I.**  
**DEFINITIONS**

The following definitions shall be applicable to this Declaration, the Articles, the By-Laws and to any supplemental declaration, unless otherwise expressly provided herein or therein:

Section 1. "Architectural Control Committee" shall mean the committee created pursuant to Article VII hereof.

Section 2. "Articles" shall mean the Articles of Incorporation of the Association which have been filed in the Office of the Secretary of State of the State of Florida, a true copy of which is attached hereto as Exhibit "B", as such Articles may be amended from time to time.

Section 3. "Assessments" means the "Capital Improvement Assessments," "Common Assessments" and "Special Assessments" and any and all other assessments levied by the Association in accordance with the provisions of this Declaration.

Section 4. "Association" shall mean Kensington at Woodfield, Inc., a Florida corporation not for profit, its successors and assigns.

Section 5. "Board" shall mean the Board of Directors of the Association.

Section 6. "Building" shall mean any building not located on the Common Properties.

Section 7. "By-Laws" shall mean the By-Laws of the Association, which have been or shall be adopted by the Board, initially, in the form set forth as Exhibit "C" attached hereto, as such By-Laws may be amended from time to time.

Section 8. "Capital Improvement Assessment" shall mean a charge against each Owner and his or her Lot, representing a portion of the total costs incurred by the Association for installation, construction or reconstruction of any Improvements on any portion of the Common Properties which the Association may, from time to time, authorize.

Section 9. "Common Assessment" shall mean the charge against each Owner and his or her Lot, representing a portion of the total costs incurred by the Association in owning, maintaining, improving, repairing, replacing, insuring, managing and operating the Common Properties and the costs incurred by the Association in maintaining certain portions of Lots and Units which the Association is responsible for maintaining pursuant to this Declaration.

Section 10. "Common Expenses" shall mean the actual and estimated costs of ownership, maintenance, management, operation, insurance, repair and replacement of the Common Properties, including, without limitation, those costs not paid by the Owner responsible for such payment, the costs of any and all commonly metered utilities, cable or master television systems, if any, and other commonly metered charges for the Common Properties; costs of management and administration by the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and other employees; costs of all utilities, gardening and other servicing benefiting the Common Properties; costs of bonding the members of the Board and the Management Company; taxes paid by the Association, including real property taxes for the Common Properties; amounts paid by the Association for the discharge of any lien or encumbrance levied against the Common Properties, or portions thereof; any charges or expenses set forth in this Declaration or the Exhibits hereto, as costs or expenses to be borne by the Association, and costs of any other item or items so designated by (or in accordance with other expenses incurred by) the Association for any reason whatsoever in connection with the Common Properties or the obligations and duties of the Association. Without limiting the generality of the foregoing, all expenses incurred by the Association in connection with the maintenance of the water drainage systems within the Property (whether or not such systems and any and all parts thereof are now or hereafter conveyed to the Association), shall be Common Expenses (and all obligations of the Declarant in connection therewith are hereby specifically assumed by the Association and shall be fully performed by the Association from and after the date this Declaration is recorded). In addition, any and all assessments payable to the Woodfield Association shall be Common Expenses.

Section 11. "Common Properties" shall mean those portions of the Property which are not included within the Lots shown on the Plat and are dedicated thereon to the Association.

Section 12. "Declarant" shall mean and refer to Channing Corporation XXIV, a Florida corporation, its successors and assigns, provided such successors and assigns acquire any portion of the Property from Declarant for the purpose of development and resale, and further provided Declarant specifically assigns (either on an exclusive or nonexclusive basis) all or a portion of such rights of Declarant hereunder as Declarant shall determine in its sole and unfettered discretion. Any such assignment shall be in writing and recorded in the Public Records of Palm Beach County, Florida. As used in this Declaration, the term "Lot owned by

Declarant" or words of similar import shall mean and refer to Lots subject to this Declaration owned by Declarant.

Section 13. "Declaration" shall mean this instrument, as it may be amended from time to time.

Section 14. "Design Review Board" shall mean the committee created pursuant to the Master Declaration for the purpose of exercising the design review and control functions of the Woodfield Association.

Section 15. "Dwelling Unit" or "Unit" means any residential dwelling intended as an abode and located on a Lot.

Section 16. "Homeowner Documents" means in the aggregate this Declaration, the Articles, the By-Laws, the Rules, and all of the instruments and documents referred to therein or referred to herein, as all such documents may be amended from time to time.

Section 17. "Improvement" shall mean all structures or artificially created conditions and appurtenances thereto of every type and kind located on the Property including, but not limited to, Buildings, out-buildings, walkways, sprinkler pipes, electric meters, lighting fixtures, light bulbs, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, and exterior air-conditioning and water softener fixtures or equipment, if any.

Section 18. "Institutional Mortgagee" shall mean a bank, savings and loan association, mortgage company, the Federal National Mortgage Association, an insurance company or union pension fund authorized to do business in the United States of America, an agency of the United States Government, a real estate investment trust, a pension trust or affiliate thereof, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration/Veterans Administration, a lender generally recognized in the community as an "institutional-type" lender, the Master Developer, the Declarant, or any entity, firm or person now or hereafter designated by Declarant as an "Institutional Mortgagee". In case of question, the Declarant may determine, in its sole discretion, who is an Institutional Mortgagee. An "Institutional First Mortgagee" is an Institutional Mortgagee who holds a first mortgage on a Unit. In addition, for purposes of Article XIII below, Boca Lending Corporation, its successors and/or assigns, shall be deemed to be an Institutional First Mortgagee notwithstanding that it shall be the holder of a junior mortgage on all or a portion of the Property.

Section 19. "Lot" means a portion of the Property so designated on the Plat.

Section 20. "Management Company" shall mean the person, firm or corporation which may from time to time be retained by the Association to assist in fulfilling or carrying out certain duties, powers or functions of the Association or as may be expressly designated by the Association as the "Management Company" under this Declaration.

Section 21. "Master Declaration" shall mean that certain Master Declaration of Covenants and Restrictions for WOODFIELD COUNTRY CLUB P.U.D. recorded in Official Records Book 5037, Page 157 of the Public Records of Palm Beach County, Florida, as amended and modified pursuant to that certain first supplement to the Master Declaration recorded in Official Records Book 5341 at Page 216; that certain second supplement to the Master Declaration recorded in Official Records Book 5785 at Page 1343; that certain third supplement to the Master Declaration recorded in Official Records Book 8145 at Page 1577; that certain fourth supplement to the Master Declaration recorded in Official Records Book 8235 at Page 361; and any and all subsequent amendments and/or supplements thereto.

Section 22. "Master Developer" shall mean Woodfield Partners Ltd., L.P., its successors and/or assigns.

Section 23. "Member" shall mean any person or entity holding a membership in the Association as provided herein.

Section 24. "Operating Expenses" means the expenses for which Owners are liable to the Woodfield Association pursuant to the Master Declaration and any other related documents ("Woodfield Documents").

Section 25. "Owner" or "Unit Owner" shall mean the person or persons or legal entity or entities, including Declarant, holding fee simple interests of record to any Lot, including sellers under executory contracts of sale, but excluding those having such interests merely as security for the performance of an obligation.

Section 26. "Parcel" means land designated as a Parcel (as that term is defined in the Master Declaration) and administered by a Parcel Association. The Property is a Parcel.

Section 27. "Parcel Developer" means a developer designated as a Parcel Developer by the Master Declaration. Channing Corporation XXIV, a Florida corporation, is a Parcel Developer.

Section 28. "Person" shall mean a natural individual or any entity with the legal right to hold title to real property.

Section 29. "Plat" means the Plat of Kensington at Woodfield Country Club recorded at Plat Book 73, Pages 154-156 of the Public Records of Palm Beach County, Florida, as amended from time to time. Declarant reserves the right, in its sole discretion, and with the written approval of the City of Boca Raton, Florida, and the Woodfield Association, to amend the Plat from time to time, without the written approval of the Association or any Owner, notwithstanding the fact that an Owner has closed on his or her Lot.

Section 30. "Related Party" shall mean any partner, whether general or limited, manager, owner, shareholder, parent, subsidiary or affiliate, including officers, directors, employees, agents, contractors and attorneys, and any Related Party to all or any of the foregoing.

Section 31. "Special Assessments" shall mean and include charges (not chargeable generally to all Owners as a Common Assessment) against one or more or all Owners and their Lots for matters not covered by Common Assessments or for the cost incurred by the Association for corrective or enforcement action plus interest thereon in connection with the enforcement of this Declaration against such Owner(s).

Section 32. "Woodfield Association" shall mean and refer to the WOODFIELD COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.

## ARTICLE II. OWNER'S PROPERTY RIGHTS

Section 1. Owner's Easements. Every Owner shall have a nonexclusive, common right and easement of ingress and egress and of enjoyment in, to and over, and use of, the Common Properties which shall be appurtenant to and shall pass with title to every Lot, subject to the provisions of this Declaration and the following:

a. The right of the Association to reasonably limit the number of guests or invitees of Owners using the Common Properties.

b. The right of the Board to establish from time to time uniform rules and regulations (hereinafter referred to as "Rules") pertaining to the use and operation of the Common Properties, the Lots and Improvements, and with regard to the rights, power and duties

of the Association and Owners, including, but not limited to, the right and obligation of the Association to enforce all parking and vehicle restrictions within the Common Properties as set forth in Sections 3 and 6 of Article IX hereof.

c. The right of the Association to suspend an Owner's voting rights and his or her right to use the Common Properties (except for ingress and egress) for any period during which any Assessment against his or her Lot remains unpaid and delinquent; and the right of the Association to suspend such rights for a period not to exceed thirty (30) days for any single infraction or violation of this Declaration or the Rules, provided that any suspension of such voting rights and/or right to use the Common Properties shall be made only by the Board after notice and hearing as provided in the By-Laws or in the Rules.

d. Subject to the provisions of Article XIII of this Declaration, the right of the Declarant, so long as Declarant shall own any of the Common Properties, (which right is hereby reserved) to dedicate, release, alienate or transfer all or any part of such Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as the Declarant shall determine, in its sole discretion, provided, however, that except where required by applicable authority or where absolutely necessary, the exercise of such rights do not unreasonably materially adversely affect the intended use and enjoyment of the Property and further provided that, if required by the Master Declaration, Declarant first obtains the consent of the Woodfield Association. The Association, provided it first obtains the written approval of Declarant, as long as the Declarant owns any Lot and thereafter without approval of the Declarant, shall have the same rights reserved by the Declarant in this Article II, Section 1.e.

e. So long as Declarant shall own any portion of the Property, the right of the Declarant (and its contractors, subcontractors, sales agents, customers and representatives) to the non-exclusive use of the Common Properties and the facilities thereof, without charge, for sales, display, access, construction, ingress, egress and exhibit purposes. The Declarant expressly reserves the right to place and maintain, without charge, sales offices on Lots owned by Declarant and in areas designated as Common Properties.

f. The right of the Association (by action of the Board) to reconstruct, replace or refinish any Improvement or portion thereof upon the Common Properties, in accordance with the original design, finish or standard of construction of such Improvement, or if the Common Properties are not conveyed to the Association, the foregoing shall require the approval of the Declarant.

g. The right of the Association to replace destroyed trees and other vegetation and to plant trees, shrubs and ground cover upon any portion of the Common Properties, and to gain access to all portions of the Common Properties for such purposes.

h. The rights and powers of the Association and Declarant under this Declaration.

Anything to the contrary herein notwithstanding, no action authorized in, or amendments to paragraphs (a), (c), (d), (g), or (h), of this Article II, Section (1), shall be taken or made without the prior written consent of the Declarant as long as the Declarant owns any portion of the Property.

**Section 2. Delegation of Use.** Any Owner may delegate, in accordance with the By-Laws, the right of enjoyment to the Common Properties and facilities to the members of his or her family, or to approved tenants who reside in his or her Unit, subject to the Rules.

**Section 3. Easements for Vehicular and Pedestrian Traffic.** Declarant hereby reserves for itself, all future Owners within the Property, and their tenants, guests, and invitees, a non-exclusive easement for vehicular and pedestrian traffic over all private streets within the Common Properties, subject to the provisions of Section 3 of this Article II and the Rules. All Common Properties are reserved by the Declarant, its successors and assigns, for use by any

individuals or entities who may be granted the right to use same by Declarant, from time to time, whether on a temporary or permanent basis.

**Section 4. Easements for Municipal, County and Private Utility Use.** There shall be, and Declarant hereby creates, grants and reserves and covenants for itself and all future Owners within the Property, easements for municipal, and private and public utility services, including, but not limited to, the right of the police and fire departments to enter upon any part of the Common Properties for the purpose of carrying out their lawful duties and the right of all utility companies to install and maintain their equipment and facilities; provided, however, that any such utility easements are approved in writing by Declarant or Association.

**Section 5. Waiver of Use.** No Owner may exempt himself from personal liability for Assessments, or release his or her Unit from the liens and charges hereof, by waiver of the use and enjoyment of the Common Properties and the facilities thereon, or by abandonment of his or her Unit.

**Section 6. The Woodfield Association and the Master Declaration.** The Property is subject to the Master Declaration. The Master Declaration (a) describes the Common Areas which serve all of the Woodfield Country Club P.U.D., (b) sets forth the procedure for the administration, management, operation and maintenance of the Common Areas as defined therein, (c) provides that the costs and expenses thereof be assessed by the Woodfield Association against all the "lots" (as that term is defined therein), and (d) grants to the Woodfield Association certain remedies for the enforcement of such assessments, including, but not limited to, lien rights against each such lot. All of the provisions of the Master Declaration including, but not limited to, the affirmative covenants and obligations to pay common expenses, shall run with the land which is subject to the Master Declaration, including the Property. The Master Declaration also sets forth certain restrictions on the use of all Units. Pursuant to the Woodfield Documents, each Owner shall be a member of the Woodfield Association. This provision may not be amended without the prior written consent of the Woodfield Association.

**Section 7. Restrictions on Additional Easements.** No Owner, other than the Declarant, shall grant any easement upon any portion of the Property to any person or entity without the prior written consent of the Association.

**Section 8. General Plan for Development.** The Property is currently comprised of one hundred eight (108) Lots and Common Properties serving same. Declarant presently intends that there will be situated one (1) Dwelling Unit on each Lot.

### **ARTICLE III MEMBERSHIP IN ASSOCIATION AND VOTING RIGHTS**

**Section 1. Membership.** Every Unit Owner and the Declarant shall be a member of the Association. Membership in the Association shall not be assignable by an Owner, except to the successor-in-interest of the Owner, and every such membership (other than that of Declarant) shall be appurtenant to and may not be separated from the fee ownership of a Unit. Ownership of such Unit shall be the sole qualification for membership in the Association by an Owner (other than Declarant). As long as Declarant owns any portion of the Property, Declarant shall be a Member.

**Section 2. Classes of Voting Membership.** The Association shall have two (2) classes of voting Members, as follows:

**Class A.** Class A Members shall be all Owners, with the exception of Declarant, for so long as there exists a Class B membership. Declarant shall become a Class A Member with regard to Lots and Units owned by Declarant upon termination and conversion of Declarant's Class B membership as provided below.

Class B. The only Class B Member shall be the Declarant. The Class B Member shall be entitled to one (1) vote for each Lot owned by Declarant (with or without a Unit constructed thereon), plus two (2) votes for each Class A Vote from time to time existing in Members other than Declarant, provided that the Class B membership shall cease and be converted to Class A Membership upon the first to occur of the following events:

- (1) The Turnover Date, as hereinafter defined.
- (2) Thirty (30) days after Declarant elects to terminate the Class B Membership by written instrument executed with the formalities of a deed and recorded in the Public Records of Palm Beach County, Florida;
- (3) Seven (7) years following conveyance of the first Unit.

Upon such termination of the Class B membership, the Class A Members shall assume control of the Association and elect the Board.

Section 3. Vote Distribution. Class A Members (other than Declarant) shall be entitled to one (1) vote for each Unit in which they hold the interest required for membership. When Declarant becomes a Class A Member as provided above, Declarant shall be entitled to one vote for each Lot it owns (with or without a Unit constructed thereon). When more than one person ("Co-Owner") holds an interest or interests in any Unit or Lot, all such Co-Owners shall be Members and may attend any meetings of the Association, but only one such Co-Owner shall be entitled to exercise the vote respecting the Unit or Lot. Such Co-Owners may, from time to time, all designate in writing one of their number to vote. Fractional votes shall not be allowed, and the vote for each Unit shall be exercised, if at all, as a whole. Where no voting Co-Owner is designated, or if such designation has been revoked, the vote for such Unit shall be exercised as the majority of the Co-Owners mutually agree. No vote shall be cast for any Lot or Unit where the majority of the Co-Owners do not so agree. Unless the Board receives a written objection from a Co-Owner, it shall be presumed that the voting Co-Owner is acting with the consent of the other Co-Owners. All Co-Owners (including, without limitation, any non-voting Co-Owners) shall be jointly and severally responsible for all obligations imposed upon the jointly owned Lots or Units and said Co-Owners shall be entitled to all benefits of ownership, except as expressly otherwise provided herein. All agreements and determinations made by the Association, or contained in the By-Laws shall be binding on all Co-Owners, their successors and assigns. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association, failing which such Unit shall not be able to vote.

Section 4. Membership in Woodfield Association. Every Unit Owner and the Declarant shall be a member of the Woodfield Association. The Members of the Association shall elect a representative to vote the interests of such Members in the Woodfield Association in accordance with Article VI Section 2 of the Master Declaration.

#### **ARTICLE IV. DUTIES AND POWERS OF ASSOCIATION**

The Association, acting through the Board, in addition to the powers and duties set forth in the Articles, By-Laws and otherwise in this Declaration, shall also have the following powers and duties:

- a. To maintain, repair and otherwise manage the Common Properties and all Improvements thereon in accordance with the provisions of this Declaration, and to assume such maintenance obligations of Owners as it may elect from time to time.

b. To maintain all private streets within the Common Properties, including cleaning and periodic resurfacing, and to maintain true and level all paver sidewalks and drives.

c. To maintain and replace when necessary trees and other landscaping and landscape irrigation on the Property and outside the perimeter wall and/or fence along any public right of way, including any wall located within the landscape easement along the Florida Turnpike as shown on the Plat.

d. To obtain, for the benefit of the Common Properties, all commonly metered water, sanitary sewage and electric services, and provide for all refuse collection, and, if authorized by the Woodfield Association, cable or master television service.

e. Provided written consent of Declarant is obtained while Declarant owns any portion of the Property, to grant reasonable easements, rights-of-way or strips of land, where necessary, for utilities, cable, water and sewer facilities, drainage and other services over, under, across and through the Property to serve the Common Properties and other portions of the Property, but not to interfere with the Units and substantial rights of Owners.

f. To maintain such policy or policies of liability and fire insurance with respect to the Common Properties and personal property located thereon or used in connection therewith, if any, owned by the Association or the Declarant as provided herein in furthering the purposes and protecting the interests of the Association and Members and as directed by this Declaration and the By-Laws.

g. At the option of the Board, to maintain such policy or policies of hazard, flood, if applicable, fire and extended coverage insurance with respect to the Units as provided for herein in order to protect the interests of the Association and Members as directed by this Declaration and the By-Laws, it being recognized each Owner is responsible for insurance coverage on his Unit and Lot.

h. To maintain such other insurance as the Board, in its discretion, may determine from time to time to be in the best interest of the Association and the Owners, including directors' and officers' liability insurance or such other insurance as an Institutional Mortgagee may reasonably require, so long as it is the owner of a mortgage on any Lot.

i. At the option of the Board, to employ or contract with a Management Company (which may be an affiliate of Declarant) to perform all or any part of the duties and responsibilities of the Association and, at the option of the Board, delegate its powers to committees, officers and employees.

j. At the option of the Board, and with the authorization of the Woodfield Association, to install and maintain security devices, detectors and communications facilities, and employ or contract for employment of security service guards and watchmen for the Common Properties or the Property as a whole.

k. To maintain, clean, paint and/or repair the exterior of the Units. Such maintenance shall include but not be limited to repainting the Unit in whole or in part.

l. At the option of the Board, to maintain and/or repair the roofs, pipes and utility conduits and such other items as are the obligation of the Unit Owner when the Unit Owner fails to maintain same in first-class condition, after the Board has determined the necessity of such maintenance and/or repair and has given the Unit Owner notice in accordance with the provisions of Article VIII.

m. To pay the insurance, taxes (including real estate taxes), maintenance, repair and replacement expenses necessary in connection with the Common Properties.

n. Upon request, during normal business hours or under other reasonable circumstances, to make available for inspection by Owners, Institutional First Mortgagees, and other lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Declaration, By-Laws, Rules, and the books, records and financial statements of the Association.

o. At the option of the Association, to contract with the applicable company on behalf of the Association or the Owners for the furnishing of gas for exterior lights to be affixed to the Units, which lights shall be operated in accordance with the Rules. The foregoing expenses shall be the obligation of each Owner and shall be paid directly to the gas company.

p. To take such other action which the Board shall deem advisable with respect to the Property as may be permitted hereunder or under law.

THE ASSOCIATION IS NOT A CONDOMINIUM ASSOCIATION UNDER CHAPTER 718, FLORIDA STATUTES, OR OTHERWISE. THE ASSOCIATION HAS BEEN FORMED FOR THE PRIMARY PURPOSE OF MAINTAINING THE COMMON PROPERTIES. THE COMMON PROPERTIES ARE NOT CONDOMINIUM PROPERTY.

#### ARTICLE V. COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Subject to the provisions of Section 11 of this Article V and other provisions of this Declaration, Declarant, for each Lot now or hereafter owned by it, hereby covenants, and each Owner of any such Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Association (1) annual Common Assessments (2) Capital Improvement Assessments, (3) Special Assessments, and (4) all such other assessments and charges set forth in this Declaration with all such Assessments to be imposed and collected as hereinafter provided.

Such Assessments, together with interest, costs and reasonable attorneys' fees for the collection thereof, shall be a charge and a continuing lien upon the Lot against which such Assessment is made, until paid. Each such Assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person(s) who was the Owner(s) of such Lot at the time when the Assessment fell due. Each successor in title to such Owner shall be jointly and severally liable with any former Owner for any delinquent Assessments as well as being liable for Assessments coming due while an Owner, subject to the provisions of this Declaration protecting Institutional First Mortgagees and the Declarant. The Board shall deposit all monies collected in one or more accounts as it shall elect.

Section 2. Common Assessments. The Assessments levied by the Association shall be used exclusively as provided in this Declaration and to promote, in the opinion of the Board, the common health, safety, benefit, recreation, welfare and aesthetics of the Owners and to improve and maintain the Common Properties, Lots, and Units as otherwise provided in this Declaration. Disbursements shall be made by the Board for such purposes as are deemed necessary for the discharge of its responsibilities herein for the common benefit of the Owners. All Common Assessments shall be collected quarterly or as otherwise determined by the Board, provided that if not paid within 10 days after due, all such quarterly installments may be accelerated at the option of the Board for the balance of the fiscal year and shall thereupon be due in one lump sum. All Common Expenses shall be assessed exclusively among the Lots which are subject to Assessment pursuant to Article V, Section 1, hereof. Notwithstanding anything contained in the Declaration to the contrary, however, under no circumstances can Assessments due from the Declarant, if any, be accelerated.

Section 3. Special Assessments. The maintenance, repair or replacement of the Common Properties arising out of or caused by the willful or negligent act of an Owner, his

tenant or either of their families, guests or invitees, shall be effected at said Owner's expense and a Special Assessment therefor shall be made against his Lot to cover the costs in full, except to the extent proceeds of insurance are collected by the Association with respect thereto. The Association may levy and collect Special Assessments against selected Owners due to charges, damages or special expenses incurred by the Association caused by the acts or omissions of said Owners, their tenants or either of their families, guests or agents, by a violation of any provision of this Declaration, the Articles, By-Laws, the Rules, or otherwise. In addition, the Association may levy and collect Special Assessments against all Owners for matters not covered by the Common Assessments.

**Section 4. Capital Improvement Assessments.** In addition to the Common Assessments authorized above, the Board may levy and collect, in any assessment year, a Capital Improvement Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, or other such addition, upon the Common Properties, including fixtures and personal property related thereto; provided that such Assessment in excess of ten percent (10%) of the Association budget (excluding any reserves and assessments due the Woodfield Association), shall require the vote or written assent of a majority of the votes of Members, except as provided in Article X hereof and except in the case of an emergency where, in the reasonable judgment of the Board, such action is necessary to prevent further material damage or to protect against bodily injury without taking the time necessary to obtain approval of Members. No action authorized in this Section 4 shall be taken without prior written consent of the Declarant as long as the Declarant owns any Lot. Further, as long as the Declarant owns any Lot, Declarant shall not be required to obtain the vote or assent of the Members to any Capital Improvements Assessment.

**Section 5. Reserve Funds.** The Association, in assessing for Common Expenses, may include therein a sum to be collected and maintained as a reserve fund for replacement of Common Elements for the purpose of enabling the Association to replace structural elements and mechanical equipment constituting a part of the Common Elements, as well as the replacement of personal property which may be a portion of the Common Elements. In addition, such reserve funds may include a sum to be collected and maintained as a general operating reserve which shall be used for the payment of such other Common Expenses as the Board shall determine. Notwithstanding the foregoing, the Board shall not be obligated to establish any reserve fund.

**Section 6. Notice and Quorum for any Action Authorized under Section 4.** Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all Members not less than twenty (20) days, nor more than sixty (60) days, in advance of the meeting. At the first such meeting called, the presence of Members in person or by proxy entitled to cast fifty percent (50%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be thirty-three and one-third percent (33-1/3%) of the voting power of each class of membership of the Association. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 7. Rate of Assessment.** Except as otherwise provided with respect to Declarant, Common Assessments and Capital Improvement Assessments provided for in this Article V shall be allocated and assessed equally among the Lots subject to such Assessments.

**Section 8. Date of Commencement of Association's Obligation for Collecting Common Assessments.** The obligation of the Owners to pay and the Association to collect the Common Assessments shall commence on the day of closing on the first Lot conveyed to an Owner by Declarant. The pro rata portion for the month of closing shall be collected by Declarant.

**Section 9. Date of Commencement of Common Assessments; Due Date.** The first annual Common Assessment shall be adjusted according to the number of months remaining in the fiscal year as set forth in the By-Laws. The Board shall fix the amount of the annual

Common Assessments against each Lot subject to the Assessment at least thirty (30) days in advance of each Common Assessment period. Written notice of any change in the amount of the annual Common Assessment shall be sent to every Owner subject thereto at least thirty (30) days prior to the effective date of such change. The due dates shall be established by the Board. Notwithstanding the foregoing, however, such notice shall not be required in order for such change to become effective.

**Section 10. Certificate of the Association as to the Status of Assessments.** The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of the Assessments against a Lot is binding upon the Association as of the date of its issuance.

**Section 11. Annual Balance Sheet Prepared by Board.** The Board shall cause to be prepared an annual balance sheet and operating statement reflecting income and expenditures of the Association of each fiscal year, which shall be available for review by and distributed to each Institutional First Mortgagee who has filed a written request for copies of the same with the Board. In the manner provided in the By-Laws, for each fiscal year the Board shall prepare and distribute to the Members a written estimate (budget) of the expenses to be incurred by the Association during such year in performing its functions under this Declaration (which may, but need not, include reasonable provision for contingencies and reserves).

**Section 12. Liability of Declarant.** Declarant shall have no personal liability for Assessments, interest, costs, or attorneys' fees and the Association and other Owners shall look solely to the Property from time to time owned by Declarant as security for any of the Declarant's obligations hereunder. Anything to the contrary herein notwithstanding, the Declarant shall not be liable for any Assessments imposed upon Lots for which it is the Owner as long as the Declarant pays all deficits in the operation of the Association above the Common Assessments assessed against other Owners of Lots. In calculating such deficit, only actual current expenses (other than management fees, capital expenses and reserves) shall be computed. Declarant may at any time, and from time to time, be relieved of obligations to fund deficits by electing, for any Assessment period or periods, to pay Assessments imposed on Lots for which it is the Owner.

**Section 13. Initial Capital Contribution.** On each initial sale of a Lot by Declarant, or its assigns, each Owner shall contribute and be charged (a) an initial capital contribution to the Association equal to one (1) quarterly installment of Common Assessments and (b) an initial capital contribution to the Woodfield Association as may now or hereafter be required pursuant to the Master Declaration. Each Owner acknowledges and agrees that capital contributions are the exclusive property of the Association, and no Owner shall have any interest, claim or right to such capital contributions or to any funds composed thereof. The Association, both before and after the Declarant appoints the majority of Directors, may use the reserve funds (if any) and capital contributions for any purpose associated with the operation of the Association as the Board of Directors may, from time to time, determine, including but not limited to start-up expenses of the Association and the cost of performing any maintenance or other work to be performed by the Association, which sums need not be restricted or accumulated.

**Section 14. Drainage Assessment.** Each Owner shall be assessed a special drainage tax for the payment of court approved bonds to finance and maintain drainage systems and major arterial "loop" roads throughout WOODFIELD COUNTRY CLUB P.U.D. This tax shall be paid directly to the Palm Beach County Tax Collector and shall be separate and distinct from the assessments paid to the Association and not governed by the covenants contained herein.

**Section 15. Additional Assessments.** The Assessments provided for hereinabove shall be in addition to all other assessments which may be levied by governmental authorities or the Woodfield Association, in accordance with the Master Declaration.

**Section 16. Cable Television and Security Monitoring Service Charge.** The Woodfield Association has entered into agreements for cable television and security monitoring services for

all Parcels. Each Owner shall be personally liable for charges for cable television and security monitoring services imposed in connection with such agreements. In the event that the Woodfield Association delegates its right to contract for the foregoing services to Parcel Associations, then the Association may enter into agreements for cable television services or security monitoring services and, the Association shall collect the charge therefor and shall remit funds collected to the provider(s) of such service. In the event of collection of such charge by the Association, such charge shall be deemed a Common Expense. Any optional services contracted for by Owners shall be the obligation of such Owners.

Section 17. Exempt Property. The Board shall have the right to exempt property subject to this Declaration from the Assessments, charges and liens created herein if such property is used (and as long as it is used) for any of the following purposes:

a. Any easement or other interest therein dedicated and accepted by a public authority and devoted to public use or to the Woodfield Association.

b. All Common Properties as defined in Article I, Section 11 hereof.

c. All properties exempt from *ad valorem* taxation by the laws of the State of Florida, to the extent agreed to by the Association.

Section 18. Exemption of Master Developer. The Master Developer shall not be liable for any Assessments hereunder.

## **ARTICLE VI. EFFECT OF NON-PAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION**

Section 1. Effect of Non-Payment of Assessments: Remedies of the Association. A lien is hereby imposed upon each Lot to secure the payment of all Assessments now or hereafter imposed on the Lot by the Association. Any installment of a Common Assessment, Capital Improvement Assessment, Special Assessment or other Assessment not paid within ten (10) days after the due date shall bear interest from the due date of such installment at the highest interest rate allowable by law. If any installment due on an Assessment is not paid within twenty (20) days after it is due, the Owner responsible therefor may be required by the Board to pay a late charge to be established by the Board. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, or both. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Properties or abandonment of his Unit. If the delinquent installments of Assessments and any charges thereon are not paid in full on or before thirty (30) days from the due date, the Board may, at its option at any time thereafter, declare all of the unpaid balance of the annual Common Assessment to be immediately due and payable without further demand or notice and may enforce the collection of the full Common Assessment and all charges thereon in any manner authorized by law and this Declaration. If any Assessments are more than thirty (30) days past due at the beginning of any fiscal year, the balance of the installments of the Common Assessment for the fiscal year just starting may be accelerated at the option of the Board without notice.

Section 2. Notice of Claim of Lien. No action shall be brought to enforce any Assessment lien herein, unless at least thirty (30) days has expired following the date a copy of the Claim of Lien is deposited in the United States mail, certified or registered, postage prepaid, to the Owner at the address on the records of the Association and if none, at the address of the Unit, and a copy thereof has been recorded by the Association in the Public Records of Palm Beach County, Florida; said Claim of Lien must recite a good and sufficient legal description of any such Unit, the record Owner or reputed owner thereof, the amount claimed (which may at the Association's option include interest on the unpaid Assessment at the highest interest rate allowable by law, plus reasonable attorneys' fees and expenses of collection in connection with the debt secured by said lien). Such Claim of Lien shall be signed and acknowledged by an

officer of the Association, the attorney or an authorized agent for the Association. The lien shall continue until fully paid or otherwise released or satisfied.

Section 3. Collection Expenses. The Association's lien rights shall include interest on the unpaid Assessments at the highest lawful rate, plus reasonable attorneys' fees and expenses of collection.

Section 4. Foreclosure Sale. The Assessment lien set forth herein may be foreclosed in the same manner as mortgages are foreclosed under Florida law. The Association, through duly authorized agents, shall have the power to bid on the Lot at the foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

Section 5. Curing of Default. Upon payment by the defaulting Owner of the full amount secured by the Claim of Lien, the Association shall record an appropriate Release of Lien.

Section 6. Certificate Issued by Board or Management Company as to a Lien Indebtedness upon a Lot. A certificate executed and acknowledged by any two (2) members of the Board or by the Management Company stating the indebtedness secured by the lien upon any Lot shall be binding upon the Association and the Owners as to the amount of such indebtedness as of the date of the certificate with respect to all persons who rely thereon in good faith. Such certificate shall be furnished to any Owner upon request. The Board, in its discretion, may charge a reasonable fee for the issuance of such certificate.

Section 7. Cumulative Remedies. All rights, remedies, or relief available to the Association in the event of a violation or breach of duty by an Owner under this Declaration, the Articles, By-Laws or Rules, including, without limitation, those relating to Assessment liens and the rights to foreclosure and sale thereunder, shall be cumulative and nonexclusive (in addition to and not in substitution for) all and/or any other rights and remedies which the Association and its assigns may have hereunder and by law, including, without limitation, a suit to recover a money judgment for unpaid Assessments as above provided.

Section 8. No Waiver. Failure by the Association to enforce or declare a violation by an Owner of the terms and conditions of this Declaration, the Articles, By-Laws or Rules upon occurrence thereof or any delay in taking any action in connection therewith shall not be considered a waiver of such violation by the Association and any express waiver of such violation (which must be in writing to be effective) shall not be considered a continuing waiver. Upon any subsequent violation, the Association shall not be deemed to have waived its rights to declare such violation and may exercise concurrently or severally any rights, remedies or relief the Association may have.

## ARTICLE VII. ARCHITECTURAL CONTROL

Section 1. Design Review. All design review matters shall be subject to the jurisdiction of the Design Review Board in accordance with the procedures set forth in the Master Declaration. In addition, Unit Owners shall be subject to the jurisdiction of the Architectural Control Committee for the Property as set forth below.

Section 2. Members of Committee. The Architectural Control Committee, sometimes referred to in this Declaration as the "Committee", shall consist of three (3) members. The initial members of the Committee shall consist of persons designated by the Declarant and need not be Unit Owners. Each of said persons shall hold office until all Units planned for the Property have been constructed and conveyed, or sooner, at the option of Declarant. Thereafter, each new member of the Committee shall be appointed by the Declarant so long as the Declarant owns any portion of the Property that is or may be made subject to this Declaration. Each member shall hold office until the latest of (a) such time as he or she has resigned or has been removed, or (b) until his or her successor has been appointed, as provided herein. Each member

of the Committee may be removed at any time with or without cause by the party entitled to appoint the members of the Committee. The Declarant shall have the right to remove and designate new members of the Committee at its discretion as long as Declarant owns any portion of the Property that is or may be made subject to this Declaration. Thereafter or at such earlier time as Declarant in its sole discretion shall determine, the Board shall succeed to the rights of the Declarant to appoint members of the Committee. Accordingly, members of the Committee shall serve at the pleasure of the Declarant or the Board, as the case may be, as provided herein.

**Section 3. Review of Proposed Construction.** Subject to Sections 9 and 10 of this Article VII, no building, fence, well, trellises, or other structure or improvement (including landscaping) shall be constructed, painted, repainted, erected or maintained in or upon the Property nor shall any exterior addition to, or change or alteration be made, nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roofs or residential buildings, until the plans and specifications showing the nature, color, kind, shape, height, materials and location of the same shall be submitted to, and approved in writing by the Committee (subject to the exemptions in Section 10 of this Article VII) and the Design Review Board of the Woodfield Association, if applicable. The Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations, work or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area or of the Property as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. The Committee's decision may be solely based upon aesthetic considerations. The Committee shall take into consideration the impact on surrounding area, the aesthetic aspects of the architectural designs, the placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features. The Committee may condition its approval of proposals and plans and specifications as it deems appropriate, including, but not limited to, requiring the Owner to reimburse the Association for all additional costs necessitated for the maintenance of the Common Properties adjacent to said improvements, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Committee may also issue rules or guidelines setting forth procedures and reasonable fees for the submissions of plans for approval. The Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior material and colors. Until receipt by the Committee of any required plans and specifications, or additional information or samples, the Committee may postpone review of any plans submitted for approval. The Committee shall have thirty (30) days after delivery of all required materials to approve or reject any such plans, and if not rejected within such thirty-day period, said plans shall be deemed approved. All changes and alterations shall be subject independently to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees. The Committee may employ architects, landscape architects or other professionals to review submitted plans and specifications and to advise it on Committee matters, at the expense of the Owner seeking Committee approval.

**Section 4. Meetings of the Committee.** The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time, by resolution unanimously adopted in writing, designate a Committee representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Section 8 hereof. In the absence of such designation, the vote of any two (2) members of the Committee shall constitute an act of the Committee.

**Section 5. No Waiver of Future Approvals.** The approval of the Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters subsequently or additionally submitted for approval or consent.

Section 6. Compensation of Members. The members of the Committee shall receive no compensation for services rendered, other than reimbursement for reasonable and necessary expenses incurred by them in the performance of their duties hereunder.

Section 7. Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

a. Upon the completion of any work for which approved plans are required under this Article VII, the applicant (the "Applicant") for such approval shall give written notice of completion to the Committee.

b. Within thirty (30) days thereafter, the Committee or its duly authorized representative may inspect such improvement. If the Committee finds that such work was not effected in substantial compliance with the approved plans, it shall notify the Applicant in writing of such noncompliance within ten (10) days after said inspection, specifying the particulars of noncompliance, and shall require the Applicant to remedy the same. If the Committee or its duly authorized representative requests additional time, the 30-day period provided for herein shall be extended for a reasonable period.

c. If, upon the expiration of thirty (30) days from the date of such notification, the Applicant shall have failed to remedy such noncompliance, the Committee shall so notify the Board of such failure. Upon notice and hearing, the Board shall determine whether there is a noncompliance, and if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If the Applicant does not comply with the Board ruling within such period, the Board, at its option, may either seek enforcement by equitable action to force compliance, or remove the noncomplying improvement or remedy the noncompliance, and the Applicant shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Applicant to the Association, the Board shall levy a Special Assessment against such Applicant for reimbursement.

d. If for any reason the Committee fails to notify the Applicant of any noncompliance or request for additional time within thirty (30) days after receipt of said written notice of completion from the Applicant, the Improvement shall be deemed to be in accordance with said approved plans.

Section 8. Non-Liability of Committee Members. Neither the Association, nor the Committee, nor any member thereof, nor its duly authorized Committee representative, shall be liable to the Association, or to any Owner or any other person or entity for loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder, unless due to the willful misconduct or bad faith of a member and then only that member shall have any liability. The Committee shall review and approve or disapprove all plans submitted to it for any proposed Improvement, alteration, repainting, or addition solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Property. The Committee shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design for structural safety or conformance with building or other codes.

Section 9. Variance. The Committee may authorize variances from compliance with any of the architectural provisions from time to time in existence as a result of this Declaration, or the Rules when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require. Such variance must be evidenced in writing, which must be signed by at least two (2) members of the Committee. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration or the Rules for any purpose except as to the particular property and particular provisions covered by the variance, nor shall it affect in any way the Owner's

obligation to comply with all governmental laws and regulations affecting use of the Lot, including, but not limited to, zoning ordinances and setback lines. The granting of a variance in one instance shall not waive the rights of the Committee to refuse to grant a variance in any other instance, whether or not such other instance is similar in nature, if the policy of the Committee has changed subsequent to the initial variance or if based upon experience obtained with respect to the initial variance. Any variance granted, or not granted, shall be subject to the approval of, and any decision concerning same, shall not be binding until approved by the Board.

**Section 10. Declarant and Related Party Exemption.** The Declarant and any Related Party of Declarant shall be exempt from the provisions of this Article VII requiring an Owner to obtain approval of the Committee.

## **ARTICLE VIII.**

### **MAINTENANCE, REPAIRS, ADDITIONS AND REPLACEMENTS**

**Section 1. Maintenance Obligations of Owners.** It shall be the duty of each Owner, at his or her sole cost and expense, to maintain, repair, replace and restore the Lots and Units thereon as may be subject to their respective control or jurisdiction in a neat, sanitary and attractive condition subject to the Rules and Article VII hereof. Such maintenance and repair of the Lots and Units shall include, but not be limited to, doors, windows, screening, swimming pools, pool decks, roofs, roof eaves, gutters and garage doors. In the event that any Owner fails to maintain any portion of the Lots or Units in a manner consistent with community standards, or maintains same so as to create a dangerous, unsafe, unsightly or unattractive condition, or otherwise violates this Declaration or the Rules, the Committee or the Association shall have the right, but not the duty, upon fifteen (15) days' prior written notice, to correct such condition and to enter upon such Lot to make such repairs or replacement or to perform such maintenance, and the cost thereof shall be charged to the appropriate Owner. In cases of emergency, the aforescribed notice shall not be required. Said cost shall be a Special Assessment and shall create a lien upon all the affected Lots enforceable in the same manner as other Assessments as set forth in this Declaration. The Owners of such Lots shall pay promptly all amounts due for such work, and the costs and expenses of collection may be added, at the option of the Board, to the amounts payable by each such Owner. Owners shall also be obligated to maintain their yards and lawn in a neat and clean fashion, and in the event they fail to do so, the Committee or the Association may do so, upon ten (10) days' prior notice to the Owner. Any amount expended by the Association or Committee in such yard maintenance shall be a Special Assessment to be levied against the appropriate Owner and his Lot. Each Owner shall also be obligated to operate at all times, and to maintain, repair and replace those certain light fixtures attached to the front exterior of their homes as originally installed by the Declarant, which obligation shall include the cost of supplying the power consumed by their illumination, whether it be electricity or gas. Payment for the cost of such illumination shall be made to the applicable utility company or the Association, as may be required. Except as otherwise set forth in Sections 2 and 3 below, it shall be the duty of each Owner, at his or her sole cost and expense, to maintain and repair any wall or fence located on or within such Owner's Lot line or enclosing the rear yard of such Owner's Lot, including cleaning and painting thereof, but excluding any surface of such wall or fence facing Woodfield Circle, the Florida Turnpike, Clint Moore Road, the Lake Worth Drainage District Easement, the maintenance parcel, or the entryway to the Property. Notwithstanding anything contained in Article IV, it shall be the duty of each Owner whose Lot is located along the Florida Turnpike, at his or her sole cost and expense, to prune and trim any ficus hedges, trees and root barriers located within the landscape easement in the rear of such Owner's Lot.

**Section 2. Maintenance Repairs, Additions and Replacements by the Association.** The Association shall maintain, or provide for the maintenance and repair of, all of the Common Properties and all Improvements thereon, including the street lights originally installed by Declarant, commonly metered utilities and any and all utility facilities and buildings on the Common Properties. In addition, the Association shall provide all necessary landscaping, landscape irrigation and timers and gardening to properly maintain and periodically replace when

necessary the trees, plants and grass and other vegetation which are on the Common Properties including, but not limited to, the land located outside the perimeter walls and fences along public rights of ways. All replacement of trees, plants and other vegetation on a Lot shall be the obligation of the Owner of such Lot. All of the foregoing obligations of the Association shall be discharged when and in such manner as the Board shall determine in its judgment to be appropriate. Notwithstanding anything to the contrary herein contained, the Association's landscaping and gardening obligations shall extend to all portions of the Lots excluding any landscaping within screened areas on the Lots. Such obligations shall include maintenance of sprinkler heads as originally installed by Declarant and sod replacement as the Association may determine to be necessary. The Owners of such Lots shall make available to the Association, water necessary to irrigate such plantings and landscaping, when needed. Any additional cost attributable to a Lot due to extraordinary landscaping (i.e. landscaping other than of the type initially provided by the Declarant) or other factors not affecting Lots in the Property generally, or due to the Association's maintenance of landscaping within screened areas as a consequence of an Owner's failure to maintain same, may at the option of the Board be charged to the Owner of such Lot as a Special Assessment. Except as otherwise set forth in Section 1 above, the Association shall maintain, or provide for the maintenance of, the exterior of all Units, including painting, repair and replacement of all exterior building surfaces (excluding doors, windows, screening, roof, roof eaves, and gutters and garage doors). Further, the Association shall maintain and repair mailboxes and posts, driveways, and street lights. The obligations of the Association as described herein shall extend only to the landscaping and building as originally installed by Declarant. The Board shall be permitted to make alterations and additions to the Common Properties provided, however, that where the cost of such alterations or additions exceeds ten percent (10%) of the Association budget (excluding any reserves and assessments due the Woodfield Association), the prior written consent or vote of those Members holding at least 66% of the voting interest of all of the Members approve such alterations or additions and the expenditures caused thereby. Any such expenses caused by alterations and additions to the Common Properties shall be a Common Expense assessed as a Common Assessment. The Association, at its election, may assume some or all of the maintenance obligations described in Section 1 above, and any expenses incurred in connection therewith shall be a Common Expense assessed as a Common Assessment. Notwithstanding anything to the contrary contained herein, the Association shall not be obligated to maintain or repair any mechanical equipment which is part of the Units, including but not limited to air conditioning units, water pumps, sprinkler and irrigation timer clocks, solenoids and valves. Further, the Association shall not be obligated to maintain or repair any items covered by any warranty in favor of an Owner.

**Section 3. Maintenance Obligation of Woodfield Association.** The Woodfield Association, at its cost and expense, shall maintain and repair the wall improvement located in the landscape easement along the western boundary of the Property adjacent to the Florida Turnpike, except for the interior surface thereof which shall be the obligation of the Owner of the Lot in which such wall is situated (excluding any structural repairs or changes). In the event the Owner shall fail to perform such maintenance obligation, the Woodfield Association shall have the right to enter upon the Lot to perform such maintenance, and the cost thereof shall be charged to the appropriate Owner and shall create a lien upon the affected Lot enforceable in the same manner as other assessments pursuant to the Master Declaration. In addition, the Woodfield Association shall have the right to assume any and all maintenance obligations of the Association and to levy assessments in connection therewith as set forth in Article VI of the Master Declaration.

**Section 4. Completion of Construction - Remedy.** Any alterations, additions or modifications to an existing Dwelling Unit or other structure must be executed diligently and completed within a reasonable time. If for any reason work is discontinued or there is no substantial progress toward completion for a continuous sixty (60) day period, Declarant, until

the Turnover Date as defined in Article XI and thereafter the Association shall have the right to notify the Owner of its intentions herein, enter the Dwelling Unit and take such steps as might be required to correct the undesirable appearance or existence of the Dwelling Unit or other structure including, but not limited to, demolition or removal thereof, or pursue any of the remedies under this Declaration. The reason for such correction may include but not be limited to aesthetic grounds. The Owner shall be liable for all costs and attorneys fees incurred in such action which shall be a continuing lien against said Dwelling Unit in accordance with Article V.

**Section 5. Time Limitation.** The Owner of any damaged Lot, the Association or the Committee shall be obligated to proceed with all due diligence hereunder, and the responsible party shall commence reconstruction within three (3) months after the damage occurs, and complete reconstruction within one (1) year after the damage occurs, unless prevented by causes beyond their reasonable control.

## **ARTICLE IX. USE RESTRICTIONS**

The Property shall be held, used and enjoyed in accordance with the following limitations and restrictions:

**Section 1. Nuisances.** No noxious or offensive activity shall be carried on in any Building, Improvement, Lot or on the Common Properties nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner. No loud noises or noxious odors shall be permitted in any such Building, Improvement, Lot or on the Common Properties, and the Board shall have the right to determine in accordance with the By-Laws if any noise, odor or activity constitutes a nuisance. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles, or any items which may unreasonably interfere with television or radio reception of any Owner shall be located, used or placed on any portion of such Building, Improvement, Lot or Common Properties, or be exposed to view of other Owners, without the prior written approval of the Board.

**Section 2. No Signs or Flags.** No signs, posters, displays, billboards, or other advertising devices or flags of any kind, including, but not limited to, "for rent," "for sale," or "open" signs or flags, shall be displayed to the public view on any portion of the Lot or Building and/or the Common Properties without the written approval of the Committee. Notwithstanding the foregoing, the Declarant, its agents, successors or assigns may advertise during the construction, sale and leasing period by use of such signs, flags and advertising devices as the Declarant may deem appropriate in Declarant's sole discretion.

**Section 3. Parking and Vehicular Restrictions.** Parking in the Property shall be restricted to garages and the parking apron appurtenant to each Unit and in no other place, unless specifically designed for parking on the Plat or by the Committee. Only four wheel passenger automobiles or passenger vans (with full-seating capacity and side windows installed) shall be placed or parked in the Property in public view, including, but not limited to, the parking apron appurtenant to each Unit. No trailers or habitable motor vehicles of any nature, motorcycles, service vehicles, trucks or "pick-ups" shall be kept, stored, or parked overnight on any part of the Property except within an enclosed garage. No boats, on or off trailers, or boat trailers may be parked on any part of the Property except within an enclosed garage. No vehicles, including service vehicles, shall be permitted to park on streets overnight. The parking restrictions herein shall not apply to the temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other commercial services, nor shall same apply to the Declarant, its contractors, subcontractors and employees during periods of construction of Units. In addition to the foregoing parking and vehicular restrictions, each Owner shall be subject to reasonable parking and vehicular restrictions adopted from time to time by the Woodfield Association and the Association.

**Section 4. Animal Restriction.** No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept on the Property. Dogs, cats and other pets must be leashed while on the Property and may be walked only in the yard appurtenant to the Lot line of each Unit. Pets shall not be walked on the Common Properties unless the Board appropriates a portion of same for this purpose in the future. All owners of pets shall be responsible for and shall clean up any excretions of their pets. Pets shall be limited to either one (1) dog or two (2) cats, not exceeding twenty-five (25) pounds in weight. Notwithstanding the foregoing, Declarant may waive this provision in order to permit a nonconforming pet to be kept upon the Property if owned by an Owner at the time of acquisition of title to his Unit. However, once such nonconforming pet dies, it can only be replaced with an animal complying with the provisions hereof.

**Section 5. Trash.** No rubbish, trash, garbage or other waste material shall be kept or permitted on the Property except in containers located in appropriate areas or in plastic bags, and no odor shall be permitted to arise therefrom, so as to become offensive or detrimental to any other property in the vicinity thereof, or to its occupants. No clothing or household fabrics shall be hung, dried or aired, and no lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Property except within an enclosed structure appropriately screened from view. Trash containers and plastic bags containing trash shall be permitted to be placed in the front of a Unit abutting the Common Properties or in the streets only on the scheduled day for trash removal, and same must be removed on that same day and placed on the Owner's Lot hidden from view from the Common Properties.

**Section 6. Temporary Building; Further Parking Limitations.** Except as otherwise expressly provided, no outbuilding, basement, tent, shack, shed, or other temporary building or improvements of any kind shall be placed upon any portion of the Property, either temporarily or permanently. No trailer, camper, motor home or recreation vehicle or boat shall be used as a residence, either temporarily or permanently. None of the foregoing shall be allowed to be parked in any guest parking space.

**Section 7. Outside Installation.** No external radio antenna, television antenna or other antenna or satellite reception dish of any type shall be erected or maintained in the Buildings or elsewhere on the Property. In the event a master antenna or antennae, or cable television antenna or antennae, is provided or made available for the use of Owners, Declarant may grant and hereby reserves easements for such purposes.

**Section 8. Insurance Rates.** Nothing shall be done or kept in the Buildings, Common Properties or Lots which will increase the rate of insurance of any property insured by the Association without the approval of the Board, nor shall anything be done or kept in the Buildings, Lots or on the Common Properties which would result in the cancellation of insurance on any property insured by the Association or which would be in violation of any law.

**Section 9. Garages.** Garages shall only be used for the storage of automobiles and other uses authorized by Section 3 hereof, and shall not be permanently enclosed or converted to other uses. Garage doors shall be kept in the closed position except when vehicles are entering or leaving.

**Section 10. Sprinkler System.** Time clocks shall be installed on all underground sprinkler systems and shall be operated at such times as the Board may determine in the Rules.

**Section 11. Mailboxes.** The design, size and type of mailbox shall be approved in advance by the Committee and the Woodfield Association, if applicable.

**Section 12. Clothes Drying Area.** No portion of any Lot shall be used as a drying or hanging area for laundry of any kind. All such facilities shall be provided within the Unit.

**Section 13. Alarms.** No Owner may install an audible security alarm without the prior written approval of the Association and the Woodfield Association, if applicable.

Section 14. Underground Wires. All electrical conduits and hook-ups shall be kept underground. No overhead wires, poles or overhead facilities of any kind for electrical, telephone or TV service will be permitted. All antennae or aerals, if any, must be of the concealed type installed inside attic space.

Section 15. Tennis Courts. Tennis courts or other similar racquet sport courts shall not be permitted on any Lot or Common Properties.

Section 16. Common Properties Facilities. Nothing shall be added, altered, maintained or constructed in or removed by any Owner (other than Declarant) from the Common Properties except upon the written consent of the Association.

Section 17. Energy and Water Saving Devices. Units shall be constructed utilizing energy and water saving devices including energy saving refrigerators and motors and water saving closets.

Section 18. Residential Use Only. Lots in the Property shall be for "Residential Use" only (as hereinafter set forth). Except for those facilities related to construction, development, marketing, sales and rental activities which shall be permitted on Lots as hereinafter set forth, Residential Use shall include only Dwelling Units and improvements associated with residential purposes such as, but not limited to, garages, drives, driveways, parking spaces, lawn areas, and other amenities appurtenant to Dwelling Units. No commercial or business occupations may be carried on in the Lots except for the construction, development, marketing, sale, or rental of the Lots or portions thereof (including, but not limited to, Dwelling Units constructed thereon) and for direct accessory services to the Lots and Dwelling Units such as utilities, maintenance, and other such services. Inasmuch as Dwelling Units on the Property may be used only for residential purposes and a corporation cannot occupy a Dwelling Unit for such use, if the Owner or purchaser of a Dwelling Unit is a corporation, the approval of such corporate ownership shall be conditioned upon the Association's approval of the primary occupant of the Dwelling Unit. The approval of ownership by a trustee or other holder of legal title for a beneficial owner who is to be the primary occupant of a Dwelling Unit shall also be conditioned upon approval of the primary occupant by the Association.

Section 19. Non-Liability. Declarant, Master Developer, the Association, the Woodfield Association and the Design Review Board shall not in any way or manner be held liable or responsible for approval given hereunder, for failure to enforce these restrictions, or for any violation of these restrictions by any other person.

Section 20. No Subdivision. Except as otherwise expressly set forth herein, no Lot shall be divided or subdivided and no alienation, transfer, demise, sale or lease of a portion of a Lot shall be permitted. Any such alienation, transfer, demise, sale or lease must be of an entire Lot, except with the prior written approval of Declarant and subject to compliance with applicable governmental requirements.

Section 21. Dwelling Units Constructed on More than One Lot. Notwithstanding anything else contained herein, in the event a Dwelling Unit is constructed on more than one (1) Lot, the Owner thereof and their successors in title shall not convey any one (1) Lot without conveying the entire parcel.

Section 22. Fill and Grade. That no fill shall be removed from any Lot nor shall the Owner of any Lot do anything to change or interfere with the drainage of storm water; no change shall be made with respect to the original grade and contour of swales unless first approved in writing by the Association and the Woodfield Association.

Section 23. Unauthorized Sales Practices. That no auctions or similar sales practices shall be conducted with respect to any Lot.

**ARTICLE X.**  
**DAMAGE OR DESTRUCTION TO COMMON PROPERTIES OR UNITS**

Section 1. Damage to Units. In the event a Unit is damaged or destroyed through act of God or other casualty, the Unit Owner shall promptly cause his or her Unit to be repaired and rebuilt substantially in accordance with the original architectural plans and specifications relating thereto. The Unit Owner shall commence such repair and reconstruction promptly and in good faith proceed diligently and continuously thereafter to complete same as soon as reasonably possible. It shall be the duty of the Committee or the Association to enforce such repair or rebuilding of the Unit to comply with this responsibility. To accomplish the requirements of this Section, each Owner shall insure said Unit at the highest insurable value and shall have the Association named as an additional insured in said policy.

Section 2. Damage to Common Properties.

a. In the event of damage to or destruction of the Common Properties, if the insurance proceeds are sufficient to effect total restoration, then the Association shall cause such Common Properties to be repaired and reconstructed substantially as it previously existed.

b. If the insurance proceeds are within Twenty Thousand and no/100 Dollars (\$20,000.00) or less of being sufficient to effect total restoration to the Common Properties, then the Association shall cause such Common Properties to be repaired and substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Capital Improvement Assessment equally against each of the Owners.

c. If the insurance proceeds are insufficient by more than Twenty Thousand and no/100 Dollars (\$20,000.00) to effect total restoration to the Common Properties, then by written consent or vote of the Members holding at least 66% of the voting interests of all Members, they shall determine within sixty (60) days of the damage whether (1) to rebuild and restore the Common Properties in substantially the same manner as they existed prior to damage and to raise the necessary funds over the proceeds by levying Capital Improvement Assessments against all Lots; (2) to rebuild and restore in a way which is less expensive than replacing these Improvements in substantially the same manner as they existed prior to being damaged; or (3) subject to the approval as provided for in Article V, Section 4, to not rebuild and to retain the available insurance proceeds. Anything to the contrary herein notwithstanding, no decision not to rebuild or to rebuild in a manner which would result in a change in the Improvements shall be effective without the written approval of the Declarant as long as the Declarant owns any Land which is or may be made subject to this Declaration.

d. Each Owner shall be liable to the Association for any damage to the Common Properties not fully covered by collected insurance which may be sustained by reason of the negligence or willful misconduct of said Owner or of his tenants or any of each of their family, tenants, guests or invitees, both minor and adult. Notwithstanding the forgoing, the Association reserves the right to charge such Owners a Special Assessment equal to the increase, if any, in the insurance premium directly attributable to the damage caused by the Owner. The cost of correcting such damage shall be a Special Assessment against the Lot and may be collected as provided herein for the collection of Assessments.

**ARTICLE XI.**  
**TITLE TO COMMON PROPERTIES**

Declarant shall convey to the Association title to the Common Properties by quit-claim deed "AS IS," subject to all faults and wear and tear, and subject to those easements, covenants, conditions, restrictions and reservations contained herein and those recorded in the Public Records of Palm Beach County, no later than one hundred and twenty (120) days after the date on which Declarant conveys title to the last Lot in the Property or earlier at Declarant's sole election ("Turnover Date"). Prior to the Turnover Date, Declarant shall maintain the Common

Properties in accordance with those standards of maintenance generally prevailing in Palm Beach County, Florida for similar projects. Notwithstanding the above, conveyance(s) of Common Properties may be made in whole or in part at any time and from time to time prior to the aforesaid date, as Declarant, in its sole discretion, shall determine. All costs involved in such conveyance(s), including but not limited to documentary stamps, surtaxes, recording expenses, abstracts, title insurance, survey, etc., shall be borne by the Association. Except as is hereinafter provided, once Common Properties are conveyed to the Association, Common Properties and Improvements thereon shall not be abandoned, partitioned, subdivided, alienated, released, transferred, hypothecated, mortgaged or otherwise encumbered, without first obtaining the written approval of two-thirds (2/3) of all Owners, and mortgagees owning not less than two-thirds (2/3) of the number of all mortgages encumbering Dwelling Units (as shown by the Public Records of Palm Beach County). The preceding sentence shall not be applicable to, nor prohibit Declarant or the Association from granting all such easements as are reasonably necessary or appropriate for the development of the Common Properties and the use thereof in a manner consistent with the provisions of this Declaration, nor shall the foregoing prohibit the Declarant or the Association from encumbering the Common Properties, provided such encumbrances are subordinate to the provisions of this Declaration and the funds so loaned are used for improving the Common Properties. Notwithstanding the foregoing, Declarant may encumber the Common Properties provided that any such mortgage shall be released not later than the Turnover Date.

## **ARTICLE XII. INSURANCE**

Section 1. Common Properties. The Association shall keep all Improvements located on the Common Properties insured against loss or damage by fire or other casualty for the full insurable replacement value thereof (with reasonable deductibles), and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property, whether real or personal, owned by the Association, against loss or damage by fire, and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Except as expressly otherwise provided, premiums for all insurance carried by the Association are Common Expenses and shall be included in the Common Assessments.

Section 2. Replacement or Repair of Property. In the event of damage to or destruction of any part of the Common Properties, the Association shall repair or replace the same from the insurance proceeds available, subject to the provisions of Article X hereof.

Section 3. Waiver of Subrogation. As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Owners, the Management Company, Declarant, the Master Developer, the Woodfield Association, any management company performing the obligations and duties of the Woodfield Association, and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

Section 4. Liability and Other Insurance. The Association shall obtain comprehensive public liability insurance, including medical payment and malicious mischief, in such limits as it shall deem desirable, insuring against liability for bodily injury, death and property damage arising from the activities of the Association and its members, or with respect to property under its jurisdiction. The Association may also obtain Workmen's Compensation insurance and other liability insurance as it may deem desirable, insuring each Owner and the Association, Board and Management Company, from liability in connection with the Common Properties, the premiums for which shall be Common Expenses and included in the Common Assessments made against the Owners. All insurance policies may be reviewed at least annually by the Board and the limits increased in its discretion.

**Section 5. Owner's Insurance.** EACH OWNER SHALL BE OBLIGATED TO MAINTAIN INSURANCE ON HIS OR HER LOT AND ANY IMPROVEMENTS THEREON (IN FULL INSURABLE VALUE AS TO THE LOSS BY FIRE OR OTHER CASUALTY), AS WELL AS LIABILITY INSURANCE AND INSURANCE INSURING PERSONAL PROPERTY. EACH OWNER SHALL FURNISH PROOF OF SUCH COVERAGE TO THE ASSOCIATION UPON REQUEST.

**Section 6. Fidelity Insurance.** The Association shall obtain and maintain fidelity coverage in an amount equal to one-quarter (1/4) of the anticipated annual budget to protect against dishonest acts on the part of officers, directors, and employees of the Association, the Management Company, and all others who handle or are responsible for handling funds of the Association. Such coverage shall be in the form of fidelity bonds which name the Association (and/or the Management Company, as the case may be) as Named Insured and which include persons who serve without compensation within the definition of employee or similar expression.

**Section 7. Directors' and Officers' Insurance.** The Association shall obtain and maintain Directors' and Officers' Liability insurance, if available, as shall be determined by the Board to be required or beneficial for the protection of the Directors and Officers of the Association.

**Section 8. Cancellation.** All policies of insurance or fidelity bonds required to be obtained by the Association pursuant to this Article XII shall provide that they may not be canceled by the insurer without at least thirty (30) days' prior written notice to the Association, except in the case of nonpayment of premiums.

**Section 9. Rating.** All such policies shall be written on companies licensed to do business in the State of Florida and rated A:IX or better in Best's Key Rating Guide.

### **ARTICLE XIII. MORTGAGEE PRIVILEGES**

**Section 1. Liens on Mortgaged Lots.** Where an Institutional First Mortgagee obtains title to a Lot as a result of foreclosure, such Institutional First Mortgagee, its successors and assigns, shall not be liable for Assessments pertaining to such Unit which became due prior to the acquisition of title unless such Assessments are secured by a Claim of Lien which was recorded prior to the recording of such mortgage. Such unpaid Assessments shall become Common Expenses collectible from all of the Owners, including such acquirer, its successors and assigns.

**Section 2. Sale, Lease or Mortgage of Lots.** An Institutional First Mortgagee holding a mortgage on a Unit who becomes an owner of that Unit through foreclosure or by deed in lieu of foreclosure, or whomsoever shall become the acquirer of title at the foreclosure sale of an Institutional First Mortgage or a lien for Common Expenses, shall have the unqualified right to sell, lease or otherwise transfer said Unit and/or to mortgage said Unit without prior offer to or approval of the Board or the Association.

**Section 3. Priority.** The lien of an Institutional First Mortgage shall have priority over the Association's lien for Assessments, if said mortgage was recorded prior to the recording of a Claim of Lien by the Association.

**Section 4. Notice.** An Institutional First Mortgagee, upon written request to the Association, is entitled to written notification from the Association of (1) any default in the performance by an Owner whose Lot is encumbered by the Mortgage, of any obligation under this Declaration which is not cured with sixty (60) days; (b) any condemnation loss or casualty loss which affects a material portion of the Common Properties or of the encumbered Lot; (c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and (d) any proposed action which would require the consent of a specified percentage of mortgage holders. In addition to the foregoing, any holder of an

institutional first mortgage is entitled, upon written request, to a financial statement of the Association for the immediately preceding fiscal year.

Section 5. Declarant's Exemption. Any provision of this Declaration granting exemptions to the Declarant from the terms or restrictions hereof, or granting any special rights, shall likewise apply to any Institutional First Mortgagee which becomes either the immediate successor in title to the Declarant or acquires title to all or any unsold Units of Declarant by way of foreclosure, deed in lieu thereof, or otherwise.

The provisions of this Article XIII shall apply notwithstanding anything to the contrary contained elsewhere in this Declaration.

#### ARTICLE XIV. ENCROACHMENTS; EASEMENTS

Section 1. Encroachments on Lots or Common Properties. In the event any portion of any roadway, walkway, parking area, driveway, Unit, foundation, footing, roof drainage system, roof, trellis, water lines, sewer lines, utility lines, sprinkler system or any other structure as originally constructed by Declarant or its designee, successor or assign, overhangs or encroaches on any Lot or Common Properties, it shall be deemed that the Owner of such Lot or Common Properties has granted a perpetual non-exclusive easement to the Owner of the adjoining Lot or Common Properties or the Association as the case may be, for continuing maintenance and use of such overhanging or encroaching roadway, walkway, parking area, Unit, foundation, footing, drainage system, roof, trellis, water line, sewer line, utility line, sprinkler system or other structure originally constructed by the Declarant. The foregoing shall also apply to any replacements of any such roadway, walkway, parking area, Unit, foundation, footing, drainage system, roof, trellis, water lines, sewer lines, utility lines, sprinkler system or any other structure, if same are constructed in substantial conformance to the original. The foregoing provisions shall be perpetual in duration and shall not be subject to amendment.

Section 2. Easements of Support. Whenever any structure included in the Common Properties adjoins any structure included in any other portion of the Property, each such structure shall have and be subject to an easement of support and necessity in favor of the other structure.

Section 3. Construction and Sales. The Declarant, its successors and assigns, and its or their agents, employees, contractors, subcontractors and suppliers (herein collectively referred to in this Section 3 as the "Work Crew"), shall have an easement of ingress and egress over and across the Common Properties to construct, erect, maintain, repair and replace, from time to time, one or more signs on the Common Properties for the purpose of advertising the sale or lease of Lots. The Work Crew shall have a perpetual non-exclusive easement of ingress and egress of pedestrians, vehicles and construction-related traffic over and across Lots for the purpose of constructing, reconstructing, installing, maintaining, improving, removing and inspecting any Unit or other Improvements upon any adjoining Lot. The Work Crew shall have the right at all reasonable times, after prior notice to the Owners of the affected Lots, to use and enjoy the easement herein granted; provided, however, the Work Crew shall restore the Lots, including all Improvements thereon, affected by its exercise of its rights hereunder to the condition thereof immediately prior to its exercise of its rights hereunder. The Declarant reserves to itself the easements, licenses, rights and privileges and the right to grant and further reserve easements and rights-of-way in, through, under, over and across the Common Properties for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television, and other utilities and for any other materials or services necessary for the completion of the work. The Declarant, its successors, employees, assigns and purchasers, also reserve the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage lines which may from time to time be in or along the streets and roads or other areas of the Common Properties.

The Declarant and its successors, assigns, invitees, licensees, contractors and employees shall have a non-exclusive easement in, on, over and across the Common Properties, in connection with the development of the Property for (i) construction, installation, maintenance, ingress to and egress from and the right to use, including the right to use (in common with other Owners) any open parking spaces and tap into all storm drainage facilities, water, sewer and other utility lines, pipes, conduits, flues, ducts, wires and cable television and other utility lines servicing or located on the Common Properties, provided such easement and use does not prevent or unreasonably interfere with the use of the Common Properties as intended, and (ii) ingress to and egress from all land areas of the Common Properties (including the private roads if any and the use of said land areas (in common with Owners) for any lawful purpose. Declarant, its successors, assigns, invitees, licensees, contractors and employees reserve, subject to approval by the Woodfield Association, if applicable, the right to establish, grant and create easements for any additional underground electric, transformer, amplifier, gas, cable television, telephone, water, storm drainage, sewer or other utility liens and appurtenances in, under, over and/or through the Common Properties, to relocate any existing utility, sewer and drainage easements in any portion of the Common Properties and to dedicate any or all of such facilities to any governmental body, public benefit corporation or utility company if the Declarant shall deem it necessary or desirable for the proper operation and maintenance of the Common Properties or any portion thereof, or for the general health or welfare of any Owner, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of any Unit for dwelling purposes. Any utility company or public benefit corporation furnishing services to the Common Properties, and the employees and agents of any such company or corporation, shall have the right of access to the Common Properties in furtherance of such easements, provided such right of access is exercised in such a manner as not unreasonably to interfere with the use of any Unit.

**Section 4. Limited Right of Attachment and Encroachment.** Each Unit constructed upon a Lot shall enjoy and shall be subject to a perpetual limited right of attachment to and encroachment upon the Unit constructed upon the adjacent Lot, for the purpose of installation of certain improvements, including but not limited to screen enclosures, trellises, and the like. The type of improvement and method of attachment shall be subject to the prior written approval of the Committee. Whenever any structure or improvement on one Lot as originally installed by the Declarant, adjoins any structure or Unit constructed upon the adjacent Lot, each said structure shall have and be subject to an easement of support and necessity in favor of the other structure.

**Section 5. Maintenance Easement.** In the event any portion of a Unit as originally constructed by the Declarant or its designee, successor or assign, is located on or near the Lot line separating the Lot upon which the Unit is constructed (the "Unit Lot") from the adjoining Lot (the "Adjoining Lot") then the Owner of the Unit Lot shall enjoy, and the Adjoining Lot shall be subject to, a perpetual non-exclusive easement over, under, across and through a six (6) foot-wide strip of the Adjoining Lot which abuts and runs parallel to their common Lot boundary line. The purpose of this easement shall be to allow the Owner of the Unit Lot to maintain and repair portions of his Unit which are easily accessible only from the Adjoining Lot. The Owner of the Unit Lot shall have the right at all reasonable times, after prior notice to the Owner of the Adjoining Lot, to use and enjoy the easement herein provided in order to perform work relating to the maintenance and repair of his Unit. This easement shall also apply for the maintenance of shrubbery located upon the Owner's Lot.

**Section 6. Pipes, Wires Ducts, Vents, Cables, Conduits, Public Utility Lines, Etc.** The Association and Declarant shall each have a non-exclusive easement to use, maintain, repair, alter and replace all pipes, wires, ducts, vents, cables, conduits, public utility lines, and similar or related facilities located in the Property and serving the Common Properties.

**Section 7. Golf Course.** An easement is reserved for Woodfield Association, the Country Club at Woodfield, Inc. and their respective successors, assigns, members, guests, licensees, invitees and designees, to permit the doing of every act necessary and proper to the playing of golf on the golf course area lying near or adjacent to the Property. These acts shall include, but not be limited to, the recovery of golf balls provided such balls can be recovered

without damaging the Improvements at the Property, the flight of golf balls over and upon the Lots, the use of necessary and usual equipment upon such golf course, the usual and common noise level created by the playing of the game of golf, together with all other common and usual activities associated with the game of golf and the operation of a golf club. THE LOTS MAY BE LOCATED ADJACENT TO OR NEAR GOLF COURSES AND OTHER RESORT RELATED FACILITIES. RESORT RELATED ACTIVITIES, INCLUDING WITHOUT LIMITATION, TOURNAMENTS, CONCERTS, AND OTHER SPECIAL EVENTS, MAY BE HELD AT ANY SUCH GOLF COURSE OR RESORT RELATED FACILITY. ALL OWNERS, GRANTEES, OCCUPANTS AND USERS OF LOTS ACKNOWLEDGE THAT THIS LOCATION MAY RESULT IN NUISANCES OR HAZARDS TO THE LOT AND TO PERSONS LOCATED ON THE LOT, AND, FURTHER ASSUME ALL RISKS ASSOCIATED WITH SUCH LOCATION, INCLUDING, BUT NOT LIMITED TO, THE RISK OF PROPERTY DAMAGE, PERSONAL INJURY OR DEATH ARISING FROM ERRANT GOLF BALLS AND OTHER ACTIONS INCIDENTAL TO THE USE AND OPERATION OF ANY GOLF COURSE AND OTHER RESORT RELATED FACILITIES AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE DECLARANT, THE COUNTRY CLUB AT WOODFIELD, INC., THE MASTER DEVELOPER, THE WOODFIELD ASSOCIATION, AND THEIR RESPECTIVE RELATED PARTIES, SUCCESSORS AND ASSIGNS FROM ANY LIABILITY, CLAIMS OR EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING FROM ANY SUCH PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OCCURRING ON OR ADJACENT TO ANY LOT ON THE PROPERTY.

Section 8. Easements for Vehicular and Pedestrian Traffic. There shall be, and Declarant hereby reserves and covenants for the Master Developer, the Woodfield Association, Woodfield Real Estate Brokers Ltd., LP, and their respective successors, assigns, guests, and invitees, that each of the foregoing shall have a non-exclusive easement for vehicular and pedestrian traffic over all private streets within the Common Properties, subject to the provisions of Section 3 of Article II and the Rules.

Section 9. Easement for Maintenance by Woodfield Association. The Woodfield Association shall have a non-exclusive easement to enter upon any portion of the Property in order to perform its maintenance obligations as set forth herein.

#### ARTICLE XV LAKES, PONDS, DRAINAGE AND WATER/SEWER SYSTEMS

Section 1. Lakes and/or Ponds. The Association shall have the obligation to maintain and insure those portions of lakes and/or ponds, if any, within the Property not dedicated or conveyed to South Florida Water Management District which abut any of the Lots or portions of the Common Properties. Owners shall be prohibited from any use of the lakes and/or ponds, except for such uses which may be permitted pursuant to the prior written approval of the Association and the Woodfield Association, if applicable. ANY PERSONS USING THE LAKE SHALL DO SO AT THEIR OWN RISK and shall hold harmless Declarant, the Master Developer, the Woodfield Association, and the Association from any claim or loss arising from such use.

Section 2. South Florida Water Management District. All occupants of any Dwelling Unit and all present or future Owners or purchasers of any Lot acknowledge and agree that South Florida Water Management District is the local permitting authority for surface water permits and that any lakes or wetlands within the Property and within Woodfield Country Club P.U.D. of which it is a part are designed as water management areas and are not designed as aesthetic features. Due to fluctuations in ground water elevations within the immediate area, the water level of lakes will rise and fall and may be extremely shallow from time to time depending upon rainfall, the level of water in the ground, the level of drainage canals, and the demand for potable water and irrigation water. Owners and occupants acknowledge and agree that Declarant has no control over such water elevations and therefore, agree to indemnify and hold harmless Declarant from and against any and all losses, claims, demands, damages, costs and expenses

of whatever nature or kind, including reasonable attorneys' fees and costs and appellate fees and costs related to or arising out of any claim against Declarant as a result of the water elevations, including without limitation, the absence of water in the lakes. No occupant of any Dwelling Unit, and no present or future Owner or purchaser of any Lot shall alter, modify, expand, or fill any lakes or wetlands located on or in the vicinity of said Lot, without the prior written approval of the local permitting authority, the U.S. Army Corps of engineers and such other local, state and federal authorities as may have relevant jurisdiction over such matters.

**Section 3. Drainage and Water/Sewer Systems.** To the extent Declarant is obligated, if at all, (i) to maintain the water and sewer systems in the Property; and (ii) to maintain the drainage systems within the Property; except for the portion of said systems as lie within the boundaries of Lots, such obligations are hereby specifically assumed, and shall be fully performed by the Association and its successors from and after the date this Declaration is recorded. Said obligations shall be performed in a continuous and satisfactory manner (whether or not said systems and any and all parts thereof are now or hereafter conveyed to the Association). At the option of Declarant, all or any parts of such drainage systems may be conveyed to the Association and if so conveyed the Association shall accept such conveyance. The Declarant and the Association (after conveyance to the Association) have the right to convey such portions of the drainage system to the Lake Worth Drainage District (the "LWDD") and such portions of the water and sewer system to the South Florida Water Management District ("SFWMD") or other applicable authority. The Association shall not be responsible for maintenance of such facilities which are maintained by applicable authority. With respect to the drainage systems, the requirements of LWDD and SFWMD shall be complied with, and no changes may be made in the drainage systems without the prior written consent of the Declarant and such Districts, or their successors in function. Provided, the use of such easements does not unreasonably interfere with the use and enjoyment of the Property as intended by Declarant, nonexclusive easements are hereby granted throughout the Property to the applicable District for the purpose of access to any water management easements or roadway easements dedicated to said District on the Plat. The provisions of this Section 9 may not be amended without prior written consent of the Declarant, and with respect to those provisions relating to drainage, the written consent of said LWDD and with respect to those provisions relating to the water and sewer system, the written consent of SFWMD.

**Section 4. Drainage Over Lots.** Each Lot shall enjoy and shall be subject to a perpetual cross easement of drainage in favor of all adjacent Lots and no Owner may construct any improvement or other obstruction upon his Lot, including but not limited to landscaping, which will in any way impede and/or interfere with water drainage and the runoff of rainwater onto or from his Lot.

## **ARTICLE XVI. ENTRY FEATURE AND ROADWAYS**

A portion of the Common Properties, including a portion of the right-of-way located at the intersection of \_\_\_\_\_ and \_\_\_\_\_, may contain an entry feature (which will consist of a berm area which will be landscaped and will contain a sign) and roadways containing street lights, all of which shall be maintained by the Association, the expense of which is to be a Common Expense.

## **ARTICLE XVII. GENERAL PROVISIONS**

**Section 1. Severability.** In the event any provision, covenant, clause, paragraph, phrase, word or any portion of this Declaration, the Articles, the By-Laws or Rules, or application thereof to any person or circumstance shall be determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Declaration, the Articles, the By-Laws or Rules or the application of such provision to such person or circumstance shall not be affected thereby and each remaining provision, covenant, clause,

paragraph, phrase, word or portion thereof shall be valid and enforceable to the fullest extent permitted by law.

Section 2. Term. Subject to the amendment provisions of Article XXII hereof, the covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association, the Declarant, the Owners, the City of Boca Raton, and their respective successors and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time said covenants, conditions, easements, reservations of easement, equitable servitudes and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument, approved by the then Owners of eighty percent (80%) of the Lots and their mortgagees and the City of Boca Raton has been recorded revoking said covenants.

Section 3. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a community and for the maintenance of the Common Properties. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the singular, and the masculine, feminine and neuter genders shall each include the other.

Section 4. No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Common Properties to the public, or for any public use.

Section 5. Constructive Notice and Acceptance. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot or other portion of the Property shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference hereto is contained in the instrument by which such person acquired an interest in such Lot or other property.

Section 6. Notice. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States Mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the Lot of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association.

Section 7. No Representations or Warranties. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY LOT, UNIT OR PORTION OF THE COMMON PROPERTIES, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION.

Section 8. Declarant's Right to Add Additional Property or Withdraw Property. Declarant shall have the right, in its sole discretion, to add additional property (which may or may not be contiguous to the Property) to the scheme of this Declaration. Declarant shall also have the right to withdraw property from the scheme of this Declaration, subject to the approval of Palm Beach County. Such addition or withdrawal by Declarant shall not require the consent or joinder of the Association, or any Owner or mortgagee of any of the Lots. Upon addition of any property to the scheme of this Declaration, the term "Property" herein shall be deemed to include such additional property and the Owners of such additional property shall become subject to this Declaration, including assessment by the Association for their pro rata share of

Association expenses. Except as otherwise described herein, no property shall be withdrawn from this Declaration unless such property is dedicated to another association or governmental authority. The addition of lands as aforesaid shall be made and evidenced by filing in the Public Records of Palm Beach County, Florida, a supplementary declaration with respect thereto. Notwithstanding the rights contained in this Section, no Lot can be withdrawn from the provisions of this Declaration at any time subsequent to said Lot and Unit being sold by Declarant in the ordinary course of business.

**Section 9. Adjustment of Amount.** All references in this Declaration to specific dollar amounts shall be adjusted on the fifth anniversary of the recording of this Declaration, and five years thereafter, so that the adjusted amount will have the same purchasing power as the amount applicable in the year this Declaration was recorded. The index to be employed is the index numbers of Retail Commodity prices designated "CONSUMER PRICE INDEX - U.S. CITY AVERAGE, ALL ITEMS" prepared by the Bureau of Labor Statistics of the U.S. Department of Labor. In the event the U.S. Department of Labor ceases to prepare and to publish those retail commodity index numbers, the adjustment of amounts thereafter shall be according to the most closely comparable commodity index designated by the U.S. Department of Labor and if it is not designated by that department, then the most closely comparable index as determined by the Board.

**Section 10. Claims by Association.** The Association shall not finance, institute, bring, support, encourage, or participate in any litigation, proceeding, or other action involving damages claimed in excess of \$20,000.00 without first obtaining the prior approval of the Board and either: (a) the written approval of the Declarant, or (b) the affirmative vote of the Owners entitled to cast sixty-six and two-thirds percent (66-2/3%) of the total votes of all classes of membership then existing. This provision may not be amended without the consent of Declarant.

**Section 11. Attorneys' Fees.** Any provision in this Declaration for the collection or recovery of attorneys' fees shall be deemed to include, but not be limited to, attorneys' fees for the attorneys' services at all trial and appellate levels and, unless the context clearly indicates a contrary intention, whether or not suit is instituted.

**Section 12. Non-Liability of Declarant.** The Declarant shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person.

**Section 13. Conflict.** In the event of a conflict between the provisions of this Declaration and the Articles or By-Laws, or Rules, the provisions hereof shall prevail.

## ARTICLE XVIII.

### FINES

**Section 1. Compliance.** Every Owner and his tenants, guests, invitees and agents shall comply with the provisions of this Declaration, the Articles, By-Laws and Rules as same exist and may be adopted from time to time by the Board.

**Section 2. Enforcement.** In addition to all other remedies available (and not in lieu thereof), failure to comply with the terms and provisions of this Declaration, the Articles, By-Laws, and Rules shall be grounds for immediate action which may include, without limitation, an action to recover sums for damages, injunctive relief or any combination thereof. The Board shall have the right to suspend voting rights and use of the Common Properties in addition thereto.

**Section 3. Mortgages.** A breach of the covenants, conditions or restrictions contained in this Declaration, the Articles, the By-Laws or the Rules shall not affect or impair the lien or charge of any mortgage given in good faith and for value on any Lot; provided, however, that any subsequent Owners of such Lot shall be bound by said covenants, whether such Owner's title was acquired by foreclosure sale or otherwise.

Section 4. Fines. In addition to all other remedies, in the sole discretion of the Board, a fine or fines may be imposed upon Owner for failure of an Owner, his tenants, family, guests, invitees or employees to comply herewith or with any Rule provided the following procedures are followed:

a. Notice. The Board shall notify the Owner of the infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board, at which time the Owner shall present reasons why penalties should not be imposed. At least ten (10) days' written notice of such meeting shall be given.

b. Hearing. The facts of non-compliance or violation shall be presented to the Board after which the Board shall hear reasons why penalties should not be imposed. A written decision of the Board shall be submitted to the Owner not later than ten (10) days after the hearing.

c. Penalties. The Board may impose a Special Assessment or assessments against the Lot and the Owner as follows:

(1) First non-compliance or violation -- a fine not in excess of Twenty-Five and no/100 Dollars (\$25.00);

(2) Second non-compliance or violation -- a fine not in excess of Fifty and no/100 Dollars (\$50.00);

(3) Third and subsequent non-compliance violation or violations which are of a continuing nature -- a fine not in excess of One Hundred and no/100 Dollars (\$100.00).

d. Payment of Penalties. Fines shall be paid no later than five (5) days after notice of the imposition of same.

e. Collection of Fines. Fines shall be treated as a Special Assessment subject to the provisions for collection of Assessments as set forth in Article VI.

f. Non-Exclusive Remedy. The fines provided for herein shall not be construed to be an exclusive remedy of the Association, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner shall be deducted from or offset against any damage which the Association may otherwise be entitled to recover by law.

#### **ARTICLE XIX.** **DECLARANT'S EXCEPTIONS AND ADDITIONAL RIGHTS**

Section 1. Declarant's Exceptions in General. Declarant and its successors or assigns will undertake the work of constructing Lots, Units and Improvements relating thereto. The completion of that work and the sale, rental and other disposal of Lots is essential to the establishment and welfare of the Property as a community. As used in this Section and its subparagraphs, the words "its successors and assigns" specifically do not include purchasers of completed Lots. In order that said work may be completed and the Property established as a fully occupied community as rapidly as possible, no Owner nor the Association shall do anything to interfere with Declarant's activities. Without limiting the generality of the foregoing, nothing in this Declaration shall be understood or construed to:

a. Prevent Declarant, its successors or assigns or its or their contractors or subcontractors, from doing whatever they determine to be necessary or advisable in connection with the completion of said work on any property owned or controlled by any of them or upon the Property, including without limitation, the alteration of its construction plan and designs as Declarant deems advisable in the course of development (all models or sketches

showing plans for future development of the Property may be modified by the Declarant, its successors and assigns, at any time and from time to time, without notice and without the approval of any Owner or the Association); or

b. Prevent Declarant, its successors or assigns, or its or their contractors, subcontractors or representatives, from erecting, constructing and maintaining on any property owned or controlled by them or upon the Property, such structures as may be reasonably necessary for the conduct of its or their business of completing said work and establishing the Property as a community and disposing of the same by sale, lease or otherwise; or

c. Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from conducting on any property owned or controlled by any of them or upon the Property, its or their business of developing, subdividing, grading and constructing Improvements in the Property and of disposing of Lots therein by sale, lease or otherwise; or

d. Prevent Declarant, its successors or assigns, from determining in its sole discretion the nature of any type of Improvements to be initially constructed as part of the Property; or

e. Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from maintaining such sales offices and sign or signs on any land owned or controlled by any of them or upon the Property as may be necessary in connection with the sale, lease or other marketing of Lots in this Property or any other project being developed by Declarant, or otherwise from taking such other actions deemed appropriate.

In general, the Declarant shall be exempt from all restrictions set forth in this Declaration to the extent such restrictions interfere in any manner with Declarant's plans for construction, development, use and sale of the Property.

Section 2. Declarant's Exceptions to Architectural Control. Declarant shall be exempt from the provisions of Article VII hereof and shall not be obligated to obtain Committee approval for any construction or changes in construction which the Declarant may elect to make.

Section 3. Declarant's Exemption from Assessments, Architectural Controls, Maintenance, Restrictions, Delinquent Fees, Costs, Interest or Penalties. Declarant shall be exempt from the provisions of Articles V, VI, VII, VIII, IX, and XVIII hereof.

Section 4. General Plan of Development. The Property is presently intended to be developed pursuant to a general plan of development and subject to certain protective covenants, conditions and restrictions. However, market conditions, circumstances or other factors beyond the control of Declarant may result in a need or desire to modify or alter the general plan of development. Accordingly, notwithstanding anything contained herein to the contrary, there is no obligation to complete the Property as contemplated by the present general plan of development. The Declarant hereby reserves the right at its option and sole discretion to materially alter and substantially modify the general plan of development. The Declarant or any person or entity developing and selling residential units in the ordinary course of business to which the Declarant conveys any portion of the Property (other than the Common Properties) shall have the right at its sole option and discretion to develop such property either within the scope of the project (and subject to this Declaration) or outside the scope of this project. Nothing contained herein or in any supplemental declaration shall limit the Declarant's ability to change, modify or increase the amenities contained within the Common Properties or modify or limit the Common Properties.

Section 5. Access Easements. Declarant reserves unto itself and its successors and assigns perpetual non-exclusive easements of ingress and egress over and across the private streets constructed on the Common Properties from time to time, including use and access by

construction vehicles and construction equipment, which shall terminate when the Declarant, its successors and assigns no longer own or lease any Lot or Common Properties.

Section 6. Conduct of Business. Declarant reserves and shall have the right to enter into and transact within the Property any business necessary to consummate the sale, lease or encumbrance of Lots being developed and sold by Declarant in other portions of Woodfield Country Club P.U.D. and/or any other location, including the right to maintain models and a sales office, place signs, employ sales personnel and show Lots and including the right to carry on construction activities of all types necessary to construct all buildings in the Property. Any such models, sales office, signs and any other items pertaining to such sales efforts shall not be considered a part of the project and shall remain the property of Declarant. This Article XIX may not be suspended, superseded or modified in any manner by any amendment to this Declaration, unless such amendment is consented to in writing by Declarant. This right of use and transaction of business as set forth herein and the provisions of this Article XIX may be assigned in writing by Declarant in whole or in part.

Section 7. Landscaping. Declarant shall have the right to determine the location, type and extent of landscaping installed on the Lots and Common Properties, including but not limited to those portions of the Lots and/or Common Properties subject to easements, whether for utilities, drainage or otherwise. Once installed, the obligation to maintain the landscaping shall be borne by the Association. In the event landscaping is removed or damaged in the course of repairing or maintaining utility and/or drainage easement areas, the Association shall promptly restore the landscaping to the same condition which existed prior to such repair or damage as expeditiously as possible.

Section 8. Miscellaneous. Declarant reserves the right to designate other uses of the Common Properties. Further, Declarant, for itself, its designees, nominees, successors and assigns and the Association, reserves the right to impose upon the Property from time to time such easements and cross-easements for such purposes and uses as it deems to be in the best interest of and necessary and proper for the Property or other Parcels. In addition, Declarant shall have the right to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes as Declarant deems appropriate.

## ARTICLE XX SALES, LEASES AND CONVEYANCES

In order to assure a community of congenial and responsible residents and protect the value of the Lots, the Association shall have the right but not the obligation to enforce restrictions regarding the sale and leasing of the Lots. In the event that the Association elects to exercise such rights, notice to that effect shall be recorded in the Public Records of Palm Beach County, Florida, in which event the following provisions shall apply:

Section 1. Sale or Lease. No Owner may dispose of his or her Lot or any interest herein by sale or lease (except to the spouse, parents or children of such Owner) without approval of the Association, which approval of the Association shall be obtained in the manner hereinafter provided:

a. Notice to Association. Each and every time an Owner ("Transferor") intends to make a sale or lease of his or her Lot or any interest therein ("Offering"), the Owner shall give written notice to the Association ("Notice") of such intention, together with the name and address of the intended purchaser or lessee, the terms of such purchase or lease and such other information as the Association may reasonably require on forms that are supplied by the Association. The giving of such Notice shall constitute a warranty and representation by the Transferor to the Association and any purchaser produced by the Association, as hereinafter provided, that the Transferor believes the proposal to be bona fide in all respects. The Notice shall be sent by certified mail, return receipt requested, or delivered by hand to the Secretary of the Association who shall give a receipt therefor. No Dwelling Units may be leased, rented or occupied by any person other than the Owner for less than a

thirty (30) day period or more than two (2) times in a calendar year. All such occupancies shall be subject to the rules and regulations of the Woodfield Association and the Association. So long as Declarant, or any mortgagee succeeding Declarant in title, shall own any Lot and/or Dwelling Unit it shall have the absolute right to lease or sell any such Lot and/or Dwelling Unit to any person, firm or corporation, upon any terms and conditions as it shall deem to be in its best interest.

b. Association's Election. Within thirty (30) days after receipt of the Notice for an intended sale or within seven (7) days after receipt of the Notice for an intended lease, as the case may be, the Association shall either approve the Offering ("Approval") or, with respect to an intended sale only, furnish a purchaser approved by the Association and give notice thereof to Transferror who will accept the sale to the substitute purchaser furnished by the Association upon terms as favorable to Transferror as the terms stated in the Notice; except that the purchaser furnished by the Association may not have less than thirty (30) days subsequent to the date of his or her approval within which to complete the sale of Transferror's Lot. Transferror shall be bound to consummate the transaction with such purchaser as may be approved and furnished by the Association. If the Association approves the Offering, such Approval shall be in writing and in recordable form, signed by any two (2) officers of the Association, and shall be delivered to the purchaser of the Transferror. With respect to a sale, failure of the Association to grant Approval or to furnish a substitute purchaser within the time limits set forth herein shall constitute Approval, and the Association shall be required to prepare and deliver to the purchaser of the Transferror a written Approval in recordable form signed by two (2) officers of the Association. With respect to a lease, the Board's denial of Approval within the time limits set forth herein shall be binding, and the Board shall not be required to furnish a substitute lessee; provided, however, failure of the Board to either grant Approval or to issue a denial of Approval within the time limits set forth shall constitute Approval.

## Section 2. Acquisition by Gift, Devise or Inheritance.

a. Any person (except the spouse, parent or child of an Owner) who has obtained a Lot by gift, devise or inheritance or by any other method not heretofore considered shall give to the Association notice of the fact of obtaining such Lot, together with (i) such information concerning the person(s) obtaining the Lot as may be reasonably required by the Association and (ii) a certified copy of the instrument by which the Lot was obtained. If the notice to the Association herein required is not given, then at any time after receiving knowledge of the gift, devise, inheritance or other transaction the Association may, at its election, approve or disapprove the transaction or ownership. The Association shall proceed as if it had been given notice on the date of such knowledge.

b. Within thirty (30) days after receipt of the aforementioned notice and information, the Association must either approve or disapprove the transfer of title by gift, devise, inheritance or otherwise to the person receiving the same. The approval of the Association shall be in recordable form signed by any two (2) officers of the Association and delivered to the person obtaining title. Failure of the Association to act within such thirty (30) day period shall be deemed to constitute approval, following which the Association, through two (2) officers, shall prepare and deliver written approval in recordable form as aforesaid. If the Association shall disapprove, the matter shall be disposed of by the Association advising the person obtaining title by gift, devise, inheritance or otherwise in writing, of a purchaser or purchasers who will buy the said Lot at its fair market value. The fair market value shall be determined by any of the following methods: (i) by three (3) M.A.I. appraisers, one (1) of whom shall be selected by the purchaser, one (1) by the person holding title and one (1) by the two (2) appraisers just appointed; (ii) upon mutual agreement by the purchaser and person holding title; or (iii) by one (1) M.A.I. appraiser mutually agreed upon by the purchaser and the person holding title. Costs for appraisal shall be paid by the purchaser. The purchase price shall be paid in cash and the sale closed within thirty (30) days after determination of the purchase price. Simultaneously with notification to the person holding title that the Association has furnished a purchaser, there shall be submitted a signed contract by said purchaser or purchasers providing for the acquisition of the Lot in accordance with the terms of this Declaration.

c. If the Association shall fail to provide a purchaser within thirty (30) days from receipt of notice described in the prior paragraphs, or if the purchaser furnished by the Association shall default in his acquisition, then the Association shall be required to approve the passage of title by gift, devise, inheritance or other transaction and shall evidence the same by an instrument in writing in recordable form signed by two (2) officers of the Association.

**Section 3. Rights of Institutional Mortgagee in Event of Foreclosure.** Upon becoming the owner of a Lot through foreclosure or by deed in lieu of foreclosure, an Institutional Mortgagee, or whomsoever shall acquire title to a Lot as the result of a foreclosure sale by an Institutional Mortgagee, shall not require the approval of the Association as to its ownership of such Lot and shall have the unqualified right to sell, lease, mortgage or otherwise transfer or encumber said Lot, including the fee ownership thereof, without prior offer to or approval by the Board, and the provisions of Sections 1 and 2 of this Article XX shall not apply to such persons. It is the intent hereof to provide that an Institutional Mortgagee, upon becoming the owner of a Lot under the conditions set forth in the preceding sentence, is not required to have its ownership in a Lot approved by the Association and that it is also free from the other restrictions of Sections 1 and 2 of this Article XX.

**Section 4. Enforcement.** The Association shall have no liability in the event it elects not to exercise its approval rights hereunder.

## **ARTICLE XXI. MEMBERSHIP IN WOODFIELD COUNTRY CLUB**

The Owner of each Lot, his successors and assigns, acknowledge and agree to the following:

**Section 1. Private Clubs.** That Owners of Lots shall be entitled to apply for membership in the private Woodfield Country Club on the same basis as all purchasers of land in Woodfield Country Club P.U.D., but that there is no automatic membership rights in such clubs or guarantee that memberships will be available to such purchaser. The ownership of property at Woodfield Country Club P.U.D. does not confer a vested right to use the Woodfield Club Facilities ("Club Facilities") upon the Owner of such property. Membership entitling the use of Club Facilities shall be made available by the Owner of the Club Facilities (the "Club") on the terms and conditions prevailing for membership at the time of application. The Club reserves the right, from time to time, in its sole and absolute discretion and without notice to Owner to amend or waive the terms of use of such facilities, specifically including the terms of and eligibility for membership, the privileges available to use the Club Facilities, the categories of membership and the number of members permitted in each category of membership, to reserve membership for future purchasers of property, to terminate memberships or to make any other changes in the terms and conditions of membership or the facilities available for use by members. Nothing herein is intended to create an easement on, upon or through any of the Club Facilities for the benefit of any Owner to use the Club Facilities. Owner, upon acceptance by the Club for membership, only acquires a revocable license to use the Club facilities subject to conditions offered by the Club from time to time. The Club reserves the absolute right to discontinue the operation of the Club Facilities or to sell or otherwise dispose of the Club Facilities in any manner whatsoever and to any person whomsoever.

**Section 2. Noninterference with Development and Maintenance.** That neither Owner nor his or her contractors, subcontractors, or employees or agents, shall restrict, interrupt, harass or in any manner interfere with the development, construction, sale or operation of any property or activity within or related to Woodfield Country Club P.U.D. including, but not limited to, the operation and maintenance of all golf courses at Woodfield Country Club P.U.D. and the implementation of any development in or relating to the master plan for Woodfield Country Club P.U.D., as the same may be amended from time to time.

**ARTICLE XXII.**  
**SECURITY MONITORING SERVICES**

Only in the event that the Woodfield Association shall delegate to the Association or otherwise authorize the Association to enter into contracts for the provision of security monitoring services, the following shall apply:

Declarant, any Related Party of Declarant, the Association, or their successors or assigns and the cable telecommunications system operator, may enter into contracts for the provision of security monitoring services through the central telecommunications systems. DECLARANT, ANY RELATED PARTY OF DECLARANT, THE ASSOCIATION OR THEIR SUCCESSORS, ASSIGNS OR FRANCHISEES, AND THE CABLE TELECOMMUNICATION SYSTEM OPERATOR, DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH SECURITY SYSTEM OR MONITORING SERVICES, OR THAT ANY SYSTEM OR SYSTEMS WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, WHICH THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR; AND EVERY OWNER OR OCCUPANT OF PROPERTY SERVICED BY THE CENTRAL TELECOMMUNICATIONS SYSTEM ACKNOWLEDGES THAT DECLARANT, ANY RELATED PARTY OF DECLARANT, THE ASSOCIATION OR THEIR SUCCESSORS, ASSIGNS OR FRANCHISEES AND THE CABLE SYSTEM OPERATOR WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES OR INJURIES RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the part of a security monitoring service provider to perform any of its obligations with respect to security monitoring services, and therefore every Owner or occupant of a Unit receiving security monitoring services through the central telecommunication system agrees that Declarant, any Related Party of Declarant, the Association or their successors, assigns or franchisees and the cable telecommunications system operator assume no liability for loss or damage to property or for personal injury or death to persons due to failure in transmission of an alarm, interruption of security monitoring service or failure to respond to an alarm because of (a) any failure of the Owner's security system, (b) any defective or damaged equipment, device, line or circuit, (c) negligence of the security monitoring service provider or its officers, agents or employees, or (d) fire, flood, riot, war, act of God or other similar causes beyond the control of the security monitoring service provider. Every Owner or occupant of a Unit obtaining security monitoring services through the central telecommunications system further agrees for himself or herself, guests, invitees and licensees that if any loss or damage should result from a failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or servicing of the system, the liability, if any, of the Declarant, any Related Party of the Declarant, the Association or their successors, assigns or franchisees and the cable system operator, for loss or damage sustained shall be limited to a sum not exceeding Two Hundred Fifty and No/100 U.S. Dollars (\$250.00), which limitation shall apply notwithstanding that the loss or damage results directly or indirectly from negligent performance or non-performance by any officer, agent or employee of Declarant, any Related Party of Declarant, the Association or their successors, assigns or franchisees or the cable system operator. Further, in no event will Declarant, any Related Party of the Declarant, the Association, the cable system operator or their successors or assigns, be liable for consequential damages, wrongful death, personal injury or commercial loss.

**ARTICLE XXIII.**  
**AMENDMENTS TO DECLARATION**

Section 1. Procedure. The process of amending or modifying this Declaration shall be as follows:

a. Prior to Turnover Date. Until the Turnover Date, Declarant reserves the right to alter or amend this Declaration as it deems necessary and/or appropriate and Declarant shall not require or need the consent or joinder of the Owners within the Association; provided,

however, that the Association shall, forthwith upon request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall from time to time request.

b. Subsequent to Turnover Date. After the Turnover Date, this Declaration may be amended (i) by the consent of the Owners of two-thirds (2/3) of all Lots together with (ii) the approval or ratification of a majority of the Board. The aforementioned consent of the Owners may be evidenced by a writing signed by the required number thereof or by the affirmative vote of the required number thereof at any regular or special meeting of the Association called and held in accordance with the Association By-Laws evidenced by a certificate of the Secretary or an Assistant Secretary of the Association. Notwithstanding the foregoing, no amendment to this Declaration shall be effective without the prior written approval of the Declarant as long as the Declarant owns any Lot.

9. Scrivener's Errors. Amendments for corrections of scrivener's errors or other changes which do not materially affect Owners' rights hereunder may be made by Declarant alone until the Turnover date and thereafter by the Board alone without the need of consent of the Owners.

d. **Copies.** A true copy of any amendment to this Declaration shall be sent certified mail by the Association to Declarant and to all Institutional Mortgagees requesting notice pursuant to Article XIII, Section 4 above.

**Section 2. Non-Discrimination.** No amendment shall discriminate against any Owner or against any Lot, or class or group of Lots, unless the Owners so affected and their Institutional Mortgagees shall consent; and no amendment may change the percentage by which the Owner shares the Common Expenses, unless the Owner and all record owners of liens on it join in the execution of the amendment; and no amendment may adversely affect the rights of any Institutional Mortgagee, unless such Institutional Mortgagee shall join in the execution of the amendment.

**ARTICLE XXIV.**  
**MASTER DECLARATION**

All rights reserved to the Declarant, the Association and the Owners hereunder shall be subject to any restrictions, prohibitions and approval requirements under the Master Declaration, and nothing contained herein shall supersede or eliminate any such restrictions, prohibitions and approval requirements set forth in the Master Declaration.

Declarant has caused this Declaration to be executed on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

CHANNING CORPORATION XXIV,  
a Florida corporation

**BY:**

, President

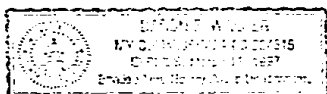
STATE OF FLORIDA )  
 ) SS:  
COUNTY OF PALM BEACH )

The foregoing Declaration was acknowledged before me this 21 day of February, 1995, by Joel B. Channing as President of Channing Corporation XXIV, a Florida corporation, on behalf of the corporation. He is personally known to me ~~or who has produced~~ as identification.

**Sign:**

Print

Notary Public, State of Florida  
My Commission Expires:



**JOINDER AND CONSENT**

JOINDER AND CONSENT OF OHIO SAVINGS BANK, TO DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR KENSINGTON AT WOODFIELD COUNTRY CLUB, the owner and holder of a mortgage encumbering portions of the property subject to the Declaration, hereby joins in said Declaration for the purpose of acknowledging the consent of said Lender thereto.

EXECUTED this 17 day of FEBRUARY, 1995.

WITNESSES:

OHIO SAVINGS BANK

Linda S. Farrell  
Wanda D. Farrell  
Ruth Michaels

By: Frank J. Bencowitz  
SR. VICE PRES  
 Title FRANK J. BENCOWITZ

STATE OF OHIO )  
 ) SS:  
 COUNTY OF CUYAHOGA

The foregoing Declaration was acknowledged before me this 17 day of FEBRUARY, 1995, by FRANK J. BENCOWITZ as SR. VICE PRESIDENT of OHIO SAVINGS BANK, on behalf of the Institution. He/she is personally known to me or who has produced \_\_\_\_\_ as identification.

Sign: Ruth Michaels  
 Print: Ruth Michaels  
 Notary Public, State of OHIO

My Commission Expires:

RUTH MICHAELS  
 Notary Public, State of Ohio  
 My Comm. expires 3/28/96

**JOINDER AND CONSENT**

JOINDER AND CONSENT OF BOCA LENDING CORPORATION , TO DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR KENSINGTON AT WOODFIELD COUNTRY CLUB, the owner and holder of a mortgage encumbering portions of the property subject to the Declaration, hereby joins in said Declaration for the purpose of acknowledging the consent of said Lender thereto.

EXECUTED this 27th day of February, 1995.

WITNESSES:

BOCA LENDING CORPORATION

Ann J. Bagley  
Susan H. Doyle

By: [Signature]  
Vice President  
Title

STATE OF CONNECTICUT )  
COUNTY OF FAIRFIELD ) SS:

The foregoing Declaration was acknowledged before me this 27<sup>th</sup> day of February, 1995, by Michael J. Stone as VP of Boca Lending Corporation, on behalf of the corporation. He/she is personally known to me or who has produced [Signature] as identification.

Elizabeth J. Stabile  
Notary Public, State of Connecticut

My Commission Expires:

ELIZABETH J. STABILE  
NOTARY PUBLIC  
MY COMMISSION EXPIRES FEB. 28, 1996

**JOINDER AND CONSENT**

JOINDER AND CONSENT OF CHANNING LENDING CORPORATION, TO DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR KENSINGTON AT WOODFIELD COUNTRY CLUB, the owner and holder of a mortgage encumbering portions of the property subject to the Declaration, hereby joins in said Declaration for the purpose of acknowledging the consent of said Lender thereto.

EXECUTED this 21<sup>st</sup> day of February, 1995.

WITNESSES:

CHANNING LENDING CORPORATION

Todd Stanger  
Jean C. Summers

By: [Signature]  
Title President

STATE OF FLORIDA

COUNTY OF PALM BEACH

SS:

The foregoing Declaration was acknowledged before me this 21 day of February, 1995, by Jean C. Summers as President of Channing Lending Corporation, on behalf of the corporation. He is personally known to me ~~or who has produced~~ as identification:

[Signature]  
Notary Public, State of Florida

My Commission Expires:



**JOINDER AND CONSENT**

JOINDER AND CONSENT OF WOODFIELD COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC., hereby joins in said Declaration for the purpose of acknowledging its consent thereto.

EXECUTED this 20 day of February, 1995.

WITNESSES:

WOODFIELD COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit

Jayne E. Gelfand  
John C. Csapo

By: [Signature]  
Vice President  
Title

STATE OF FLORIDA )

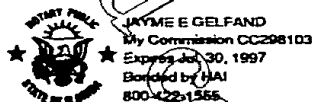
) SS:

COUNTY OF PALM BEACH

The foregoing Declaration was acknowledged before me this 20 day of February, 1995, by John C. Csapo as Vice President of Woodfield Country Club Homeowners' Association, Inc., a Florida corporation not for profit, on behalf of the corporation. He is personally known to me or who has produced as identification.

Jayne E. Gelfand  
Notary Public, State of Florida

My Commission Expires:



RE05488.KPX

## LEGAL DESCRIPTION

**PARCEL I**

All of the Plat of KENSINGTON AT WOODFIELD COUNTRY CLUB, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida in Plat Book 73, Pages 154-156; LESS AND EXCEPT Parcel G thereof.

Said Parcel I also being legally described as follows:

A tract of land being a portion of Section 4, Township 47 South, Range 42 East, City of Boca Raton, Palm Beach County, Florida being more particularly described as follows:

Commencing at the Northwest corner of said Section 4; thence South 01°00'56" East along the West line of the North one-half of said Section 4, a distance of 299.11 feet to the POINT OF BEGINNING;

thence Northeasterly along the following three courses; thence North 88°59'04" East, a distance of 233.35 feet; thence Northeasterly along the arc of a tangent curve concave to the Northwest having a radius of 2345.83 feet and a central angle of 08°31'39", a distance of 349.14 feet; thence North 80°27'25" East, a distance of 10.21 feet; thence South 50°16'46" East, a distance of 37.89 feet; thence South 01°00'56" East, a distance of 381.62 feet; thence South 01°58'13" East, a distance of 300.04 feet; thence South 01°00'56" East, a distance of 97.60 feet; thence Southeasterly and Southwesterly along the arc of a tangent curve concave to the Northwest having a radius of 1460.00 feet and a central angle of 16°52'03", a distance of 429.82 feet; thence South 15°51'07" West, a distance of 70.79 feet; thence South 88°59'04" West, a distance of 541.65 feet; thence North 01°00'56" West along the said West line of the North one-half of Section 4, a distance of 1267.88 feet to the POINT OF BEGINNING; LESS AND EXCEPT the West 65.00 feet of the above described parcel.

together with the following described property:

A tract of land being a portion of Section 4, Township 47 South, Range 42 East, City of Boca Raton, Palm Beach County, Florida being more particularly described as follows:

BEGINNING at the Northwest corner of "WOODFIELD CIRCLE PLAT TWO" as recorded in Plat Book 72, Page 81 of the Public Records in and for Palm Beach County, Florida; thence South 80°27'25" West, for 10.21 feet; thence Southwesterly along the arc of a tangent curve concave to the Northwest having a radius of 2345.83 feet and a central angle of 08°31'39", for 349.14 feet; thence South 88°59'04" West, for 168.35 feet; thence North 01°00'56" West, for 44.31 feet; thence North 88°59'04" East, for 51.94 feet; thence North 89°58'05" East, for 88.90 feet; thence South 86°14'36" East, for 182.00 feet; thence Northeasterly along the arc of a non-tangent curve concave to the Northwest having a radius of 5780.00 feet and a central angle of 01°45'39" (the radius point bears North 02°24'56" West from the arc beginning), for 177.62 feet; thence North 85°49'26" East, for 17.13 feet; thence South 50°16'46" East, for 12.58 feet to the POINT OF BEGINNING.

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of KENSINGTON AT WOODFIELD, INC., a Florida corporation, filed on February 4, 1994, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H94000001105. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N94000000553.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Fourth day of February, 1994

Authentication Code: 794A00005244-020494-N94000000553-1/1



*Jim Smith*  
Jim Smith  
Secretary of State