

Prepared by and return to:
Backer Aboud Poliakoff & Foelster, LLP
The Arbor Suite 420
400 South Dixie Highway
Boca Raton FL 33432
(561) 361-8535

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR KENSINGTON AT WOODFIELD
COUNTRY CLUB

WHEREAS, the DECLARATION OF COVENANTS, RESTRICTIONS AND
EASEMENTS FOR KENSINGTON AT WOODFIELD COUNTRY CLUB
was recorded in the Public Records of Palm Beach County, Florida in Official Records
Book 8651 at Page 538; and,

WHEREAS, at a duly called and noticed meeting of the membership of
Kensington at Woodfield, Inc., a Florida corporation, held on December 12, 2018 and
reconvened on January 9, 2019, the members approved the attached proposed
amendments to the Declaration pursuant to the provisions thereof and the amendments
were ratified by the Board.

NOW THEREFORE, the undersigned hereby certify that the attached
amendments to the Declaration are true and correct copies of the amendments
approved by the membership.

WITNESS my signature hereto this 4 day of March, 2019
at Boca Raton, Palm Beach County, Florida.

Kensington at Woodfield, Inc.

Witness 1: Karen Alzate By: [Signature] as President

Print Witness 1 Name:

Karen Alzate

Attest:

Scott Roseman

Scott Roseman, as Secretary

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND
EASEMENTS FOR KENSINGTON AT WOODFIELD COUNTRY CLUB
Page 2 of 2

Witness 2: Donna Lehtinen

Print Witness 2 Name:
Donna Lehtinen

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that, on this 4 day of March, 2019
before me personally appeared Mamm Mamber and
Scott Roseman, the President and Secretary respectively, of the foregoing
corporation, known to me personally to be such and acknowledged to me that the
execution of the above certificate is the free and voluntary act and deed of them, and
each of them, each himself and not for the other, and each acknowledged the facts
therein stated are true as set forth. They are personally known to me or have provided
_____ as identification and did take an oath. In the absence
of indication of a type of identification, they are personally known to me.

My Commission Expires:

Heidi Jo Womack
Notary Public

Print Notary Name:



Proposed Amendment to Article XX
of the Declaration of Covenants, Restrictions and Easements for
Kensington at Woodfield Country Club
(new language is underlined and deleted language is overstricken)

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 Associations 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 Transferor who will accept the sale to the substitute purchaser furnished by the Association upon terms as favorable to Transferor 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 Transferor's Lot. Transferor 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 Transferor. 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 Transferor 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.

c. Notwithstanding anything herein to the contrary, a lot owner may not lease his lot until that owner has held title for two years. The date the owner acquired title for purposes of this provision shall be determined by the date the deed or other instrument of title was recorded among the Public Records of Palm Beach County. The foregoing leasing restriction shall not apply to transactions which relate where the grantee is a spouse who obtains title as a result of a divorce proceedings and the foregoing leasing restriction shall not apply to heirs or beneficiaries under a will who acquire title following the death of the prior owner.

d. Every application for sale or lease shall be submitted with a fee in an amounts for each as determined from time to time by the Board of Directors. In addition, as a condition of approval of a lease, the Association may require the tenants to make a security deposit in a uniform amount as determined by the Board of Directors from time to time. The deposit shall be used to pay for any damage to Association property caused by the tenant or their guests or invitees. Further, in addition to a security deposit as provided herein, the Board of Directors may impose an impact fee in an amount equal to the amount of three months' maintenance assessment or some other amount determined within the sole discretion of the Board of Directors which shall be payable by the lot owner no later than the commencement date of the lease. Any impact fee which is not timely paid may be collected by the Association using the same procedures used to collect unpaid maintenance assessments, including recording and foreclosing a claim of lien for

the unpaid amount, plus interest, costs and reasonable attorney fees incurred in collection and foreclosure.

e. In the event an owner violates the two year leasing moratorium set forth in this Section by leasing his or her lot prior to owning the lot for two full years from the date of acquisition of the lot, the owner's lot shall be subject to a two year leasing moratorium which shall begin on a date selected by the Board of Directors within its sole discretion.

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 approve, 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) appraiser 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.

Section 5. Minimum Qualifications to Purchase, Lease or Occupy Lots. Notwithstanding anything herein which may be construed to the contrary, the following shall be considered violations of this Declaration and the Board of Directors may disapprove an application to lease or sell where any of the following circumstances exist. If any of the following circumstances exist, an applicant shall not be considered to have met the minimum qualifications to occupy, lease or purchase a Lot in the community. In the context of an application to purchase, the Association shall have no obligation to provide a substitute purchaser if the applicants do not meet the minimum qualifications to occupy or purchase a Lot:

(1) There are any unresolved violations of the Declaration, Bylaws, Articles or rules by the Owner of the Lot to which the application relates including any unrepaired portions of the Lot which are the Lot owners' obligation to maintain, repair and replace. The Association shall have a right to enter the Lot which is the subject of the application prior to rendering a decision on the application to determine whether there are any violations and shall have a right to obtain from the prospective purchaser any pre-purchase inspection report which may have been prepared for the prospective purchaser prior to rendering a decision on the application;

(2) The application reflects (or the Association otherwise discovers) that the applicant would, upon taking occupancy of the premises would be in violation of a provision of this Declaration, the Bylaws, Articles or rules;

(3) The owner is delinquent in the payment of any sums owed the Association whether said sums are in the form of a lien for delinquent assessments or whether said sums are owed in the form of a final judgment or other claim by the Association against the existing owner;

(4) Any proposed owner or occupant of the subject property is listed on the Florida Department of Law Enforcement's Sexual Predator List or is listed on another similar such list in Florida or any other state in the United States;

(5) Any proposed owner or occupant of the subject property has been convicted of a felony within ten (10) years of the date of the application to the Association that involved violence or the use of a deadly weapon; or

(6) When the application is for a proposed sale, the purchaser intends to finance more than eighty percent (80%) of the contract purchase price. The foregoing loan-to-purchase-price-limitation shall not apply in those instances where the lot owner is financing the purchase of the property using a lending program sponsored or underwritten by the United States Veterans Administration.

**Proposed Amendment to Article V, Section 13 of the
Declaration of Covenants, Restrictions and Easements
(new language is underlined and deleted language is overstricken)**

Section 13. On each transfer of a Lot, each transferee Owner shall contribute and be charged; (a) a Contribution to the Association equal to the amount two-thirds ~~(2/3)~~ of the then most recent quarterly assessment of Common Assessments or such other amount as may, from time to time, be determined by the Board of Directors in its sole discretion; and, (b) an initial or other Contribution to Woodfield Association as now or hereafter be required pursuant to the Master Declaration. Any Contribution due to Kensington at Woodfield, Inc. which is not timely paid may be collected by Kensington at Woodfield, Inc. using the same procedures used to collect unpaid maintenance assessments, including recording and foreclosing a claim of lien for the unpaid amount, plus interest, costs and reasonable attorney fees incurred in collection and foreclosure.

Proposed Amendment to Article XXIII, Section 1(b) of the
Declaration of Covenants, Restrictions and Easements
(new language is underlined and deleted language is overstricken)

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

(a) ~~Prior to Turnover Date. Until the Turnover Date, Declaration 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 amendment or modifications and execute such instruments to evidence such joinder and consent as Declarant shall from time to time request.~~

This Declaration may be amended (i) by the consent of two thirds of the voting interests present and voting at a meeting of the members at which a quorum is present or by written consent without a meeting with the written approval of two thirds of the voting interests voting provided that a number at least equal to a quorum of all voting interests casts a ballot with (ii) the approval or ratification of a majority of the Board.

Proposed Amendment to Article IX, Section 3 and 6 of the
Declaration of Covenants, Restrictions and Easements
(new language is underlined and deleted language is overstricken)

(underlined text is new)

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, stowed, 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. The Board may establish written rules which provide for periods that either temporarily suspend or grant temporary exceptions to the parking limitations provided herein to accommodate temporary conditions, including holidays and seasonal needs.

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. The Board may establish written rules which provide for periods that either temporarily suspend or grant temporary exceptions to the parking limitations provided herein to accommodate temporary conditions, including holidays and seasonal needs.

APPROVAL OF WOODFIELD COUNTRY CLUB HOMEOWNERS'
ASSOCIATION, INC.

Woodfield Country Club Homeowners Association, Inc. hereby expresses its approval to the attached proposed amendments to the DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR KENSINGTON AT WOODFIELD COUNTRY CLUB.

WITNESS my signature hereto this 20th day of February, 2019
at Boca Raton, Palm Beach County, Florida.

Woodfield Country Club Homeowners
Association, Inc.

By: [Signature]
Authorized Officer

Witness 1: [Signature]
Print Witness 1 Name:

Conna M. Lentines

Witness 2: [Signature]

Print Witness 2 Name:

BRIAN BACHAR

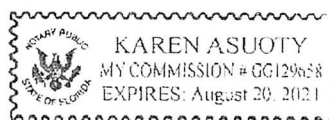
STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that, on this 20th day of February, 2019
before me personally appeared Gary Stenes who acknowledged to
me that the execution of the above certificate is his/her free and voluntary act and deed
He is personally known to me or has provided _____ as
identification and did take an oath. In the absence of indication of a type of
identification, he/she is personally known to me.

My Commission Expires: 8/20/21

Palm Beach County
Notary Public

Print Notary Name:



JAN-27-1997 9:44am 97-029342

ORB 9628 Pg 77

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

CHANNING CORPORATION XXIV, a Florida corporation, the Declarant under that certain Declaration of Protective Covenants, Restrictions and Easements for Kensington at Woodfield Country Club, recorded on March 9, 1995, in Official Records Book 8651, at Page 538, of the Public Records of Palm Beach County, Florida, (referred to hereinafter as the "Declaration"), hereby amends the Declaration in the following respects:

1. Section 14 of Article V of the Declaration entitled "Drainage Assessment" is hereby deleted in its entirety.

The foregoing amendment was adopted by the Declarant pursuant to Article XXIII, Section 1a of the Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 17 day of January, 1997.

WITNESSES:

Violet Glancey
Signature

VIOLET GLANCEY
Print Name

CHANNING CORPORATION XXIV, a Florida corporation

By: [Signature]

Its: [Signature]

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS:

The foregoing instrument was acknowledged before me this 17th day of January, 1997, by Joe Channing as President of Channing Corporation XXIV, a Florida corporation, on behalf of the corporation. He is personally known to me and did take an oath.

NOTARY PUBLIC

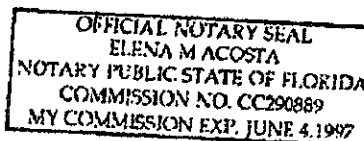
Sign: Elena M. Acosta

Print: Elena M. Acosta

State of Florida at Large

My Commission Expires:

REOSB52.KPK



Cohen Berke VE
2801 S. Bayshore Dr
Miami, FL 33133

000 9628 Pg 78

JOINDER AND CONSENT

KENSINGTON AT WOODFIELD, INC., a Florida not-for-profit corporation, hereby joins in the FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR KENSINGTON AT WOODFIELD COUNTRY CLUB for the purpose of acknowledging the consent of said Association to said First Amendment.

EXECUTED this 17th day of January, 1997.

WITNESSES:

Joel Channing
Elena Acosta

KENSINGTON AT WOODFIELD, INC.,
a Florida not-for-profit corporation

By: *Joel Channing*
JOEL CHANNING, President

STATE OF FLORIDA)

) SS:

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 17th day of January, 1997, by JOEL CHANNING, as President of Kensington at Woodfield, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:Sign: *Elena M. Acosta*Print: *Elena M. Acosta*

State of Florida at Large

My Commission Expires:

OFFICIAL NOTARY SEAL
ELENA M ACOSTA
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC290389
MY COMMISSION EXPI. JUNE 4, 1997

QRB 9628 Pg 79

JOINDER AND CONSENT

JOINDER AND CONSENT OF CHANNING LENDING CORPORATION, a Florida corporation, TO FIRST AMENDMENT 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 First Amendment for the purpose of acknowledging the consent of said Lender thereto.

EXECUTED this 17th day of January, 1997.

WITNESSES:

Doris H. Hargrove
Elena M. Acosta

**CHANNING LENDING CORPORATION, a
Florida corporation**

By: [Signature]
Title: President

STATE OF FLORIDA)

COUNTY OF Palm Beach) SS:

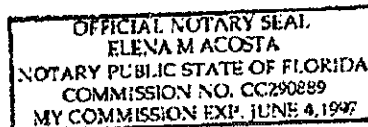
The foregoing instrument was acknowledged before me this 17th day of January, 1997, by Jael Channing as President of Channing Lending Corporation, on behalf of the corporation. He is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign: Elena M. Acosta
Print: Elena M. Acosta

State of Florida at Large

My Commission Expires:



JOINDER AND CONSENT

JOINDER AND CONSENT OF BOCA LENDING CORPORATION, a Florida corporation, TO FIRST AMENDMENT 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 First Amendment for the purpose of acknowledging the consent of said Lender thereto.

EXECUTED this 6th day of September, 1995.

WITNESSES:

BOCA LENDING CORPORATION,
a Florida corporation

Ann B. Caporri
Susan M. Doyle

By: [Signature]
Title EVP

STATE OF CT)
) SS:
COUNTY OF Fairfield)

The foregoing instrument was acknowledged before me this 6th day of September, 1995, by Michael J. Stone, as EVP of Boca Lending Corporation, on behalf of the corporation. He is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign: Corinne Basta

Print: CORINNE BASTA

Connecticut
State of Florida-at Large

My Commission Expires:

NOTARY PUBLIC
MY COMMISSION EXPIRES APR. 31, 2000



JOINDER AND CONSENT

WOODFIELD COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, hereby joins in the FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR KENSINGTON AT WOODFIELD COUNTRY CLUB for the purpose of acknowledging the consent of said Association to said First Amendment.

EXECUTED this 23 day of August, 1995.

WITNESSES:

Jayne Gelfand
UL Holmes

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

By: [Signature]
Vice, President

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

The foregoing instrument was acknowledged before me this 23 day of August, 1995, by John C. Csapo, as President of Woodfield Country Club Homeowners' Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign: Jayne Gelfand

Print: Jayne Gelfand

State of Florida at Large

My Commission Expires:



JAYME E GELFAND
My Commission CC298103
Expires Jul. 30, 1997
Bonded by HAI
800-422-1855

JOINDER AND CONSENT

JOINDER AND CONSENT OF OHIO SAVINGS BANK, F.S.B., TO FIRST AMENDMENT 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 First Amendment for the purpose of acknowledging the consent of said Lender thereto.

EXECUTED this 11TH day of SEPTEMBER, 1995.

WITNESSES: PATRICIA A. HAUPT
Patricia Haupt
Ruth Michaels
 RUTH MICHAELS

OHIO SAVINGS BANK, F.S.B.
 By: Frank J. Bolognini
FRANK J. Bolognini
 Title

STATE OF OHIO)
) SS:
 COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this 11th day of SEPTEMBER, 1995, by FRANK J. Bolognini as Sr. Vice President of Ohio Savings Bank, F.S.B. He is personally known to me or who has produced as identification and who did take an oath

NOTARY PUBLIC:

Sign: Ruth Michaels
 Print: RUTH MICHAELS

State of Florida at Large RUTH MICHAELS
 Notary Public, State of Ohio
 My Comm. expires 3/28/96
 My Commission Expires:

Q98 9628 Pg 83

**FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS,
RESTRICTIONS AND EASEMENTS FOR SOMERSET
AT WOODFIELD COUNTRY CLUB**

CHANNING CORPORATION XXIV, a Florida corporation, the Declarant under that certain Declaration of Protective Covenants, Restrictions and Easements for Somerset at Woodfield Country Club, recorded on March 9, 1995, in Official Records Book 8651, at Page 470, of the Public Records of Palm Beach County, Florida, (referred to hereinafter as the "Declaration"), hereby amends the Declaration in the following respects:

1. Section 14 of Article V of the Declaration entitled "Drainage Assessment" is hereby deleted in its entirety.

The foregoing amendment was adopted by the Declarant pursuant to Article XXIII, Section 1a of the Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 17 day of January, 1997.

WITNESSES:

CHANNING CORPORATION XXIV, a Florida corporation

By: _____

Its: _____

Signature

Print Name

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

The foregoing instrument was acknowledged before me this 17th day of January, 1997, by Joel Channing, as President of Channing Corporation XXIV, a Florida corporation, on behalf of the corporation. He is personally known to me and did take an oath.

NOTARY PUBLIC:

Sign: _____

Print: _____

State of Florida at Large

My Commission Expires:

RE05557.KPK

OFFICIAL NOTARY SEAL
ELENA M ACOSTA
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC29039
MY COMMISSION EXP. JUNE 4, 1997

000 9628 Pg 84

JOINDER AND CONSENT

SOMERSET AT WOODFIELD, INC., a Florida not-for-profit corporation, hereby joins in the FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR SOMERSET AT WOODFIELD COUNTRY CLUB for the purpose of acknowledging the consent of said Association to said First Amendment.

EXECUTED this 11th day of January, 1997.

WITNESSES:

Debra H. Acosta
Elena M. Acosta

SOMERSET AT WOODFIELD, INC.,
 a Florida not-for-profit corporation

By: [Signature]
 JOEL CHANNING, President

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

SS:

The foregoing instrument was acknowledged before me this 11th day of January, 1997, by Joel Channing as President of Somerset at Woodfield, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or who has produced _____ as identification and who did take an oath.

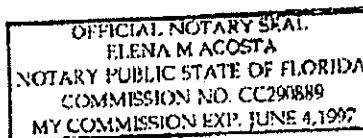
NOTARY PUBLIC:

Sign: Elena M. Acosta

Print: Elena M. Acosta

State of Florida at Large

My Commission Expires:



PAGE 9628 Pg 85

JOINDER AND CONSENT

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

EXECUTED this 17 day of January, 1997.

WITNESSES:

Willet Glorcy
Hena Acosta

CHANNING LENDING CORPORATION, a Florida corporation

By: [Signature]
Title: President

STATE OF FLORIDA)
COUNTY OF Palm) SS:
Beach

The foregoing instrument was acknowledged before me this 17th day of January, 1997, by Joel Channing, as President of Channing Lending Corporation, on behalf of the corporation. He is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign: [Signature]
Print: Elena M. Acosta

State of Florida at Large

My Commission Expires:

OFFICIAL NOTARY SEAL
ELENA M ACOSTA
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC290639
MY COMMISSION EXP. JUNE 4, 1997

JOINDER AND CONSENT

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

EXECUTED this 6th day of September, 1995.

WITNESSES:

Ann B. Caporzi
Susan M. Doyle

BOCA LENDING CORPORATION,
a Florida corporation

By: [Signature]

Title

EVP

STATE OF CT)
) SS:
COUNTY OF Fairfield)

The foregoing instrument was acknowledged before me this 6th day of September, 1995, by Michael J. Stone, as EVP of Boca Lending Corporation, on behalf of the corporation. He is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign: Corinne BastaPrint: CORINNE BASTA

Connecticut
State of Florida at Large

CORINNE BASTA
NOTARY PUBLIC

MY COMMISSION EXPIRES AUG 31 2000

My Commission Expires:



JOINDER AND CONSENT

WOODFIELD COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, hereby joins in the FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR SOMERSET AT WOODFIELD COUNTRY CLUB for the purpose of acknowledging the consent of said Association to said First Amendment.

EXECUTED this 23 day of August, 1995.

WITNESSES:

Jayne Gelfand
SS

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

By: [Signature]
Vice, President

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

The foregoing instrument was acknowledged before me this 23 day of August, 1995, by John C. Csapo, ^{Vice} President of Woodfield Country Club Homeowners' Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign: Jayne Gelfand
Print: Jayne Gelfand

State of Florida at Large

My Commission Expires:



JAYME E GELFAND
My Commission CC298103
Expires Jul. 30, 1997
Bonded by HAI
520-422-1555

JOINDER AND CONSENT

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

EXECUTED this 11th day of SEPTEMBER, 1995.

WITNESSES: PATRICIA A. MAIPT
Patricia A. Maip
Ruth Michaels
 RUTH MICHAELS

OHIO SAVINGS BANK, F.S.B.

By: Frank J. Dolyn
FRANK J. DOLYN
 Title

STATE OF OHIO)
) SS:
 COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this 11th day of SEPTEMBER, 1995, by FRANK J. DOLYN as SE VICE PRESIDENT of Ohio Savings Bank, F.S.B. He is personally known to me or who has produced as identification and who did take an oath.

NOTARY PUBLIC:

Sign: Ruth Michaels
 Print: RUTH MICHAELS
 Notary Public, State of Ohio
 My Comm. Expires 5/23/96

State of Florida at Large

My Commission Expires:



088 9628 Pg 87

**FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS,
RESTRICTIONS AND EASEMENTS FOR MAYFAIR
AT WOODFIELD COUNTRY CLUB**

CHANNING CORPORATION XXIV, a Florida corporation, the Declarant under that certain Declaration of Protective Covenants, Restrictions and Easements for Mayfair at Woodfield Country Club, recorded on March 9, 1995, in Official Records Book 8651, at Page 402, of the Public Records of Palm Beach County, Florida, (referred to hereinafter as the "Declaration"), hereby amends the Declaration in the following respects:

1. Section 14 of Article V of the Declaration entitled "Drainage Assessment" is hereby deleted in its entirety.

The foregoing amendment was adopted by the Declarant pursuant to Article XXIII, Section 1a of the Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 17 day of January, 1997.

WITNESSES:

CHANNING CORPORATION XXIV, a Florida corporation

By: _____

Its: _____

Signature

Print Name

STATE OF FLORIDA)

) SS:

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 17th day of January, 1997, by Joel Channing as President of Channing Corporation XXIV, a Florida corporation, on behalf of the corporation. He is personally known to me and did take an oath.

NOTARY PUBLIC:

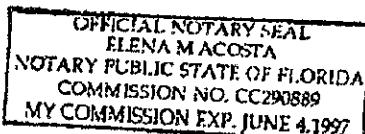
Sign: _____

Print: _____

State of Florida at Large

My Commission Expires:

NE06088.KPK



ORB 9628 Pg 90

JOINDER AND CONSENT

MAYFAIR AT WOODFIELD, INC., a Florida not-for-profit corporation, hereby joins in the FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR MAYFAIR AT WOODFIELD COUNTRY CLUB for the purpose of acknowledging the consent of said Association to said First Amendment.

EXECUTED this 17th day of January, 1997.

WITNESSES:

Joel Channing
Elena Acosta

MAYFAIR AT WOODFIELD, INC.,
a Florida not-for-profit corporation

By: [Signature]
JOEL CHANNING, President

STATE OF FLORIDA)

) SS:

COUNTY OF PALM BEACH)

January The foregoing instrument was acknowledged before me this 17th day of January, 1997, by JOEL CHANNING, as President of Mayfair at Woodfield, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:Sign: [Signature]Print: Elena M. Acosta

State of Florida at Large

My Commission Expires:

OFFICIAL NOTARY SEAL
ELENA M ACOSTA
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC290889
MY COMMISSION EXP. JUNE 4, 1997

088 9628 Pg 91

JOINDER AND CONSENT

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

EXECUTED this 17th day of January, 1997.

WITNESSES:

Violet Glancey
Elena Acosta

CHANNING LENDING CORPORATION, a
Florida corporation

By: [Signature]Title: President

STATE OF FLORIDA)
COUNTY OF Palm Beach) SS:

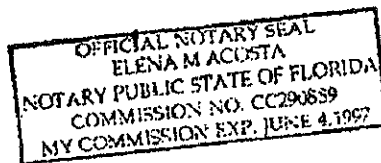
The foregoing instrument was acknowledged before me this 17th day of January, 1997, by Joni Channing as President of Channing Lending Corporation, on behalf of the corporation. He is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign: [Signature]Print: Elena M. Acosta

State of Florida at Large

My Commission Expires:



JOINDER AND CONSENT

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

EXECUTED this 6th day of September, 1995.

WITNESSES:

Ann B. Caporzi
Susan M. Doyle

BOCA LENDING CORPORATION,
a Florida corporation

By: [Signature]

Title

EVP

STATE OF CT)
) SS:
COUNTY OF Fairfield)

The foregoing instrument was acknowledged before me this 6th day of September, 1995, by Michael J. Shore, as EVP of Boca Lending Corporation, on behalf of the corporation. He is personally known to me or who has produced _____ as identification and who did take an oath.

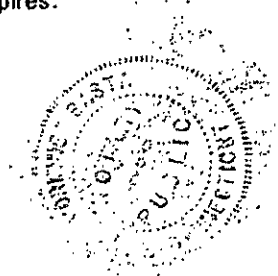
NOTARY PUBLIC:

Sign: Corinne BastaPrint: CORINNE BASTAConnecticut

State of Florida at Large

My Commission Expires:

NOTARY PUBLIC
COMMISSION EXPIRES APRIL 21, 2000



JOINDER AND CONSENT

WOODFIELD COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, hereby joins in the FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR MAYFAIR AT WOODFIELD COUNTRY CLUB for the purpose of acknowledging the consent of said Association to said First Amendment.

EXECUTED this 23 day of August, 1995.

WITNESSES:

Jayne Gelfand
J. C. Csapo

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

By: J. C. Csapo
Vice, President

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

The foregoing instrument was acknowledged before me this 23 day of August, 1995, by Joh C. Csapo, ^{Vice} President of Woodfield Country Club Homeowners' Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or who has produced as identification and who did take an oath.

NOTARY PUBLIC:Sign: Jayne GelfandPrint: Jayne Gelfand

State of Florida at Large

My Commission Expires:



JAYME E. GELFAND
 My Commission CC208103
 Expires Jul 30, 1997
 Bonded by HAI
 800-422-1555

JOINDER AND CONSENT

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

EXECUTED this 11TH day of SEPTEMBER, 1995.

WITNESSES: PATRICIA A. HAUPT

[Signature]
[Signature]
RUTH MICHAELS

OHIO SAVINGS BANK, F.S.B.

By: [Signature]
FRANK J. DEKOR
Title

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this 11TH day of SEPTEMBER, 1995, by FRANK J. DEKOR as SR. VICE PRESIDENT of Ohio Savings Bank, F.S.B. He is personally known to me or who has produced as identification and who did take an oath.

NOTARY PUBLIC:

Sign: [Signature] RUTH MICHAELS
Print: _____ Notary Public, State of Ohio
My Comm. expires: 12/28/96

State of Florida at Large

My Commission Expires:

Cohen Burke et al
Re Above

Apr-19-1999 12:34pm 99-158562
ORB 11057 Pg 1815
A COURT MAY FROM TIME TO TIME RE-OPEN THIS CASE FOR RE-ENTRY OF THE PARTIES TO THE COURT

SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS,
RESTRICTIONS AND EASEMENTS FOR KENSINGTON
AT WOODFIELD COUNTRY CLUB

CHANNING CORPORATION XXIV, a Florida corporation, the Declarant under that certain Declaration of Protective Covenants, Restrictions and Easements for Kensington at Woodfield Country Club, recorded on March 9, 1995, in Official Records Book 8651, at Page 538, of the Public Records of Palm Beach County, Florida, (referred to hereinafter as the "Declaration"), hereby amends the Declaration in the following respects:

1. The last sentence of Section 1 of Article VIII of the Declaration is hereby deleted in its entirety.
2. Section 2 of Article VIII is amended by adding the following as the third sentence thereof:

"Further, the Association shall be responsible to prune and trim any ficus hedges, trees and root barriers located within the landscape easement in the rear of Lots located along the Florida Turnpike when and in such manner as the Board shall determine in its judgment to be appropriate, and any costs associated therewith shall be a Common Expense."

The foregoing amendment was adopted by the Declarant pursuant to Article XXIII, Section 1a of the Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 22 day of December, 1997.

WITNESSES:

CHANNING CORPORATION XXIV, a Florida corporation

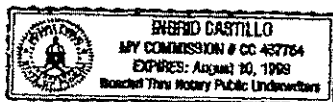
[Signature]
Signature
GAIL CASE

By: [Signature]
Title: Vice President

[Signature]
Print Name
Ingrid Castillo
Ingrid Castillo
Print Name

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

The foregoing instrument was acknowledged before me this 22 day of December, 1997, by JOHN H. CHANNING, as Vice President of Channing Corporation XXIV, a Florida corporation, on behalf of the corporation. He is personally known to me and did take an oath.



NOTARY PUBLIC

Sign: [Signature]
Print: Ingrid Castillo

State of Florida at Large
My Commission Expires:

JOINDER AND CONSENT

JOINDER AND CONSENT OF OHIO SAVINGS BANK, TO SECOND AMENDMENT 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 Second Amendment for the purpose of acknowledging the consent of said Lender thereto.

EXECUTED this 29 day of December, 1997.

WITNESSES:

Patricia A. Haupt
Signature

PATRICIA A. HAUPT
Print Name

[Signature]
Signature

Ernest J. Fennell
Print Name

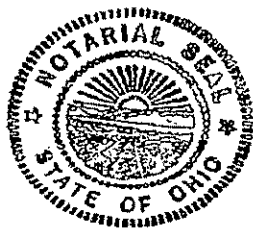
OHIO SAVINGS BANK

By: Frank J. Bolognia

Title: SR J. P.

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this 29TH day of DECEMBER, 1997, by FRANK J. BOLOGNIA as SENIOR VICE PRESIDENT of Ohio Savings Bank. He is personally known to me or ~~who has produced~~ as identification and who did take an oath.



NOTARY PUBLIC:

Sign: Patricia A. Haupt

Print: PATRICIA A. HAUPT
PATRICIA A. HAUPT, Notary Public
State of Ohio

~~State of Florida at Large~~ My Commission Expires Oct. 29, 2001

My Commission Expires: 10/29/2001

JOINDER AND CONSENT

JOINDER AND CONSENT OF CHANNING LENDING CORPORATION, a Florida corporation, TO SECOND AMENDMENT 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 Second Amendment for the purpose of acknowledging the consent of said Lender thereto.

EXECUTED this 5 day of April, 1999.

WITNESSES:

**CHANNING LENDING CORPORATION, a
Florida corporation**

Signature

Print Name

Signature

Print Name

By:

Title:

PRESIDENT

STATE OF FLORIDA)

) SS:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this 5 day of April, 1999, by Jodi B. Channing, ES of Channing Lending Corporation, on behalf of the corporation. He is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

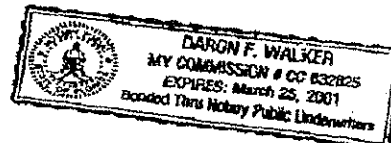
Sign:

Print:

Daron Walker

State of Florida at Large

My Commission Expires:



RECORDER'S MEMO: Legibility of document
unsatisfactory when received.

JOINDER AND CONSENT

JOINDER AND CONSENT OF BOCA LENDING CORPORATION, a Florida corporation, TO SECOND AMENDMENT 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 Second Amendment for the purpose of acknowledging the consent of said Lender thereto.

EXECUTED this 15th day of February, 1997. 1998

WITNESSES:

[Signature]
Signature

Print Name
[Signature]
Signature

Print Name

BOCA LENDING CORPORATION,
a Florida corporation

By: [Signature]
Title: V.P.

STATE OF CONNECTICUT)
) SS:
COUNTY OF FAIRFIELD)

The foregoing instrument was acknowledged before me this 15th day of February, 1997, by Roland Siegl as VP of Boca Lending Corporation, on behalf of the corporation. He is personally known to me or who has produced [Signature] as identification and who did take an oath.

NOTARY PUBLIC:

Sign: [Signature]

Print: CORINNE BASTA

Connecticut
State of Florida at Large

My Commission Expires:

CORINNE BASTA
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG 31, 2000



JOINDER AND CONSENT

WOODFIELD COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, hereby joins in the SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR KENSINGTON AT WOODFIELD COUNTRY CLUB for the purpose of acknowledging the consent of said Association to said Second Amendment.

EXECUTED this 23 day of March, 1997.

WITNESSES:

[Signature]
Signature

NICOLE ANGELAKOS
Print Name

[Signature]
Signature

KATHY EMERY
Print Name

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

By: [Signature] John C. Csapo, Vice President

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

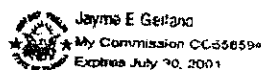
The foregoing instrument was acknowledged before me this 23 day of March, 1997, by John C. Csapo, Vice President of Woodfield Country Club Homeowners' Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or who has produced as identification and who did take an oath.

NOTARY PUBLIC:

Sign: [Signature]
Print: Jayne Gelfand

State of Florida at Large

My Commission Expires:



JOINDER AND CONSENT

KENSINGTON AT WOODFIELD, INC., a Florida not-for-profit corporation, hereby joins in the SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR KENSINGTON AT WOODFIELD COUNTRY CLUB for the purpose of acknowledging the consent of said Association to said Second Amendment.

EXECUTED this 5 day of April, 1999.

WITNESSES:

KENSINGTON AT WOODFIELD, INC.,
a Florida not-for-profit corporation

By:

JOEL CHANNING, President

Signature

Print Name

Signature

Print Name

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

) SS:

The foregoing instrument was acknowledged before me this 5 day of April, 1999, by JOEL CHANNING, as President of Kensington at Woodfield, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC

Sign:

Print:

State of Florida at Large

• My Commission Expires:



DOCUMENT COVER PAGE

(Space above this line reserved for recording office use.)

Document Title: Second Amendment to Declaration - Kensington
(Warranty Deed, Mortgage, Affidavit, etc.)

Executed By: Channing Corporation KKV

To:

Brief Legal Description: Kensington at Woodfield Country Club
(if applicable) PB 73 | 154-156

⇒ Return Recorded Document to:

Cohen, Berke, Bernstein, Brodie &
Kondell, P.A.
2601 South Bayshore Drive, 19th Floor
Miami, Florida 33133



05/29/2002 09:57:22 20020269163
OR BK 13746 PG 1347
Palm Beach County, Florida

DOCS/KENSINGTON.AMD
This instrument prepared by and return to:
LARRY E. SCHNER, P.A.
750 South Dixie Highway
Boca Raton, FL 33432

**AMENDMENT TO THE
DECLARATION OF PROTECTIVE COVENANTS,
RESTRICTIONS AND EASEMENTS FOR
KENSINGTON AT WOODFIELD, INC.**

THIS AMENDMENT is made this 24 day of May, 2002, by KENSINGTON AT WOODFIELD, INC., ("KENSINGTON"), pursuant to the Declaration of Protective Covenants, Restrictions and Easements of KENSINGTON AT WOODFIELD, INC. recorded on March 9, 1995 in Official Record Book 8651, Page 538, of the Public Records of Palm Beach County, Florida as amended.

WHEREAS, Article XXIII, Section 1(b) of the Declaration of Protective Covenants, Restrictions and Easements for KENSINGTON authorizes the Declarant to amend the Declaration of Protective Covenants, Restrictions and Easements upon the consent of the owners of two-thirds (2/3) of all Lots together with the approval or ratification of a majority of the Board. (This Amendment was passed on October 16, 2000 and is being signed on the date stated above).

WHEREAS, the Amendment set forth herein is for the purpose of amending the Declaration of Protective Covenants, Restrictions and Easements for KENSINGTON AT WOODFIELD, INC.

WHEREAS, the amendment set forth does not materially affect a unit owners share of the common elements nor impair or prejudice the rights and priorities of lienors or mortgagees.

I. NOW, THEREFORE, Declarant makes this Amendment to the Declaration of Protective Covenants, Restrictions and Easements as follows:

1. **Maintenance.** Declaration Article VIII entitled "Maintenance, Repairs, Additions and Replacements", Section "2" entitled "Maintenance Repairs, Additions and Replacements by the Association" (pages 16-17) shall be amended as follows :

"a. 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

d. 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 original surfaces (excluding doors, windows, screening, roof, roof eaves, and gutters and garage doors), but in no case anything other than painting.

e. Further, the Association shall maintain and repair mailboxes and posts, driveways, and street lights.

f. The obligations of the Association as described herein shall extend only to the landscaping and building as originally installed by Declarant.

g. 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's 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.

h. 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.

i. 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.

2. **Contributions.** Declaration Article V entitled "Covenant for Assessments", Section "13" entitled "Initial Contribution" (page 11) shall be amended to change its title to delete the word "Initial" so that the title reads "Contribution" and the text of the Section shall be amended as follows:

On each ~~transfer initial~~ sale of a Lot by Declarant, ~~or its assigns~~, each transferee Owner shall contribute and be charged; (a) ~~a an initial~~ Contribution to the Association equal to two thirds (2/3) of the then most recent one (1) quarterly assessment of Common Assessments; and, (b) an initial or other Contribution to the Woodfield Association as now or hereafter be required pursuant to the Master Declaration.

a. Each Owner for themselves and their successors and assigns, 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.

b. A capital contribution shall not be considered an advance payment of installments of the annual maintenance assessment, or any other assessment or charge.

c. A capital contribution shall be due at the time title transfers to the lot, and shall be the joint and several responsibility of the transferor and transferee.

This Section "13" shall not apply to transfers to an Owner's immediate family (defined and limited to for this section as the Owner's spouse, parents, children, and an individual residing with the Owner at the time of the transfer who shares a single economic living unit with the Owner) or to a trustee if the trustee is the Owner or a member of the Owner's immediate family as defined in this paragraph.

II. Except as amended and modified herein, all other terms and conditions of the Declaration of Protective Covenants, Restrictions and Easements for KENSINGTON shall remain in full force and effect according to their terms.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Declaration of Protective Covenants, Restrictions and Easements for KENSINGTON AT WOODFIELD, INC., to be executed by the duly authorized officer, this 6th day of MAY 2002.

WITNESSES:

JoAnn O'Mara
WITNESS
JOANN O'MARA
(Print name)

Betty Berry
WITNESS
Betty Berry
(Print name)

KENSINGTON AT WOODFIELD, INC.

BY: [Signature]
STEVEN H. HIGGINS, President

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING instrument was acknowledge before me this 6th day of May, 2002, by STEVEN A AXELRAD, President of KENSINGTON AT WOODFIELD, INC., who was personally known to me or who has produced (Florida Driver's License) as identification.

WITNESS my hand and official seal at the County and State aforesaid this 6th day of May, 2002.

 Jean Ronald
My Commission CC867003
Expires August 30, 2003



Notary Public
My commission expires:

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 right of ways.

- b. Except as specifically stated in this Declaration, an Owner is responsible for and shall timely and properly undertake all maintenance, repairs and replacement on the Owner's Lot, including but not limited to the structure, woodwork and All replacement of trees, plants and other vegetation on a Lot shall be the obligation of the Owner of such Lot.
- c. All of the ~~forgoing~~ 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.
 - i. Such obligations shall include maintenance of sprinkler heads as originally installed by Declarant and sod replacement as the Association may determine to be necessary.
 - ii. 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.

- d. 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 original surfaces (excluding doors, windows, screening, roof, roof eaves, and gutters and garage doors), but in no case anything other than painting.

This instrument prepared by and return to:
LARRY E. SCHNER, ESQ.
750 So. Dixie Highway
Boca Raton, FL 33432

03/17/2003 16:00:39 20030151714
OR BK 14935 PG 1376
Palm Beach County, Florida

**AMENDMENT
TO THE DECLARATION OF PROTECTIVE COVENANTS,
RESTRICTIONS AND EASEMENTS FOR
KENSINGTON AT WOODFIELD, INC.**

THIS AMENDMENT is made this 24th day of January, 2003, by KENSINGTON AT WOODFIELD, INC., ("KENSINGTON") pursuant to the Declaration of Protective Covenants, Restrictions and Easements recorded on March 9, 1995 in Official Record Book 8651, Page 538, of the Public Records of Palm Beach County, Florida, as amended.

WHEREAS, pursuant to the Association documents Declarant is authorized to amend the Declaration of Protective Covenants, Restrictions and Easements by the consent of the Owners of two-thirds (2/3) of all Lots together with the approval or ratification of a majority of the Board.

WHEREAS, the Amendment set forth herein is for the purpose of amending the Declaration of Protective Covenants, Restrictions and Easements for Kensington at Woodfield, Inc.

WHEREAS, the amendment set forth does not materially affect a unit owner's share of the common elements nor impair or prejudice the rights and priorities of lienors or mortgagees.

NOW, THEREFORE, Declarant makes this Amendment to the Declaration of Protective Covenants, Restrictions and Easements as follows:

I. This Amendment hereby amends Article XXIII, Section 1(b) of the Declaration of Protective Covenants, Restrictions and Easements as follows: *(additions indicated by underline, deletions indicated by strikethrough)*

"Subsequent to Turnover Date. After the Turnover Date, this Declaration may be amended (i) by the consent of the a majority of 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."

II. Except as amended and modified herein, all other terms and conditions of the Declaration of Protective Covenants, Restrictions and Easements for KENSINGTON AT WOODFIELD, INC. shall remain in full force and effect according to their terms.

III. This Amendment has been proposed and adopted by the consent of the Owners of two-thirds (2/3) of all Lots together with the approval or ratification of a majority of the Board.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Declaration of Protective Covenants, Restrictions and Easements for Kensington at Woodfield, Inc., to be executed by the duly authorized officer, this 24th day of January, 2003.

WITNESSES:

KENSINGTON AT WOODFIELD, INC.

Deborah Thomas
WITNESS

(Print name)

Steven Kerley
WITNESS

(Print name)

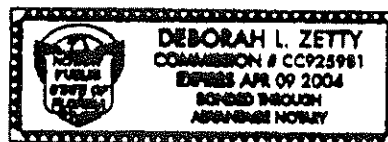
BY: Steven H. Axelrad
Steven Axelrad

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING instrument was acknowledged before me this 24th day of January, 2003 by Steven H. Axelrad, President of Kensington at Woodfield, Inc., who was personally known to me or who has produced (Florida Driver's License) as identification.

WITNESS my hand and official seal at the County and State aforesaid this 24th day of January, 2003.

Deborah L. Zetty
Notary Public
My commission expires:



DOCS/KENSINGTON.AMD
This instrument prepared by and return to:
LARRY E. SCHNER, P.A.
750 South Dixie Highway
Boca Raton, FL 33432

CFN 20040392308
OR BK 17216 PG 0643
RECORDED 07/07/2004 10:28:04
Palm Beach County, Florida
Dorothy H Wilken, Clerk of Court

**AMENDMENT TO THE
DECLARATION OF PROTECTIVE COVENANTS,
RESTRICTIONS AND EASEMENTS FOR
KENSINGTON AT WOODFIELD, INC.**

THIS AMENDMENT is made this 26 day of May, 2003, by KENSINGTON AT WOODFIELD, INC., ("KENSINGTON"), pursuant to the Declaration of Protective Covenants, Restrictions and Easements of KENSINGTON AT WOODFIELD, INC. recorded on March 9, 1995 in Official Record Book 8651, Page 538, of the Public Records of Palm Beach County, Florida as amended.

WHEREAS, Article XXIII, Section 1(b) of the Declaration of Protective Covenants, Restrictions and Easements for KENSINGTON authorizes the Declarant to amend the Declaration of Protective Covenants, Restrictions and Easements upon the consent of a majority of Owners of all Lots together with the approval or ratification of a majority of the Board.

WHEREAS, the Amendment set forth herein is for the purpose of amending the Declaration of Protective Covenants, Restrictions and Easements for KENSINGTON AT WOODFIELD, INC.

WHEREAS, the amendment set forth does not materially affect a unit owners share of the common elements nor impair or prejudice the rights and priorities of lienors or mortgagees.

I. NOW, THEREFORE, Declarant makes this Amendment to the Declaration of Protective Covenants, Restrictions and Easements as follows:

This Amendment hereby amends Article IX, Section 4 as follows:
(additions indicated by underline, deletions indicated by strikethrough)

"Section 4. Animal Restriction. No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept on the Property except as expressly provided in this Section. 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)~~ two (2) dogs or two (2) cats or any

combination thereof, however no dogs which are listed on the Palm Beach County dangerous list or such other breeds as the Board of Directors may rule are not suitable for a residential development or may be dangerous to residents, shall not be brought onto the Property, not exceeding twenty-five (25) pounds in weight. Notwithstanding the foregoing, Declarant, for homes sold before the effective date of this amendment, may waive this provision in order to permit a nonconforming pets to be kept upon the Property if owned by an Owner at the time of acquisition of title of the Owner's to his Unit.

II. Except as amended and modified herein, all other terms and conditions of the Declaration of Protective Covenants, Restrictions and Easements for KENSINGTON shall remain in full force and effect according to their terms.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Declaration of Protective Covenants, Restrictions and Easements for KENSINGTON AT WOODFIELD, INC., to be executed by the duly authorized officer, this 26 day of MAY, 2004.

WITNESSES:

[Signature]

WITNESS

Louis Wiener

(Print name)

[Signature]

WITNESS

Lynn Orlovsky

(Print name)

KENSINGTON AT WOODFIELD, INC.

BY: [Signature]

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING instrument was acknowledge before me this 26 day of MAY, 2004, by STEVE AXELRAD, President of KENSINGTON AT WOODFIELD, INC., who was personally known to me or who has produced (Florida Driver's License) as identification.

WITNESS my hand and official seal at the County and State aforesaid this 26 day of MAY, 2004.

[Signature]

Notary Public

My commission expires:



DESIGNATION

The undersigned, who is the "Developer" of the Woodfield Country Club P.U.D. as defined in the Master Declaration of Covenants and Restrictions for Woodfield Country Club P.U.D., recorded at Official Records Book 5037, Page 1571, of the Public Records of Palm Beach County, Florida, as modified by Scrivener's Affidavit recorded in Official Records Book 5051, Page 1489, of the Public Records of Palm Beach County, Florida (the "Master Declaration"), hereby designates C.M.H., Inc., a Florida corporation, as a "Parcel Developer" as defined in the Master Declaration, and accordingly C.M.H., Inc. shall be entitled to all of the rights, and shall assume all of the obligations, of a Parcel Developer as set forth in the Master Declaration, as the same may be amended from time to time.

WOODFIELD COUNTRY CLUB, LTD.

By: THE BARBAR GROUP, INC.,
general partner

By: [Signature]
Its: Executive Vice-President

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS:

Be it known, that on the 31st day of March, 1987, before me, a duly authorized notary in and for the State of Florida, County of Palm Beach, personally came and appeared Anthony R. Barbar, to me personally known and known to me to be the Executive Vice-President of The Barbar Group, Inc. a Florida corporation, which is the general partner of Woodfield Country Club, Ltd., and he acknowledged executing this Designation freely and voluntarily under authority duly vested in him by said corporation as general partner of Woodfield Country Club, Ltd.

[Signature]
Notary Public

My Commission Expires:

(SEAL)

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 18 1987
BONDED THRU GENERAL INSURANCE UND

ABAAACW1

RECORDED
PALM BEACH COUNTY, FLA
JOHN B. DONKLE
CLERK CIRCUIT COURT

JUL-06-1987 12:29pm 87-199720

FIRST SUPPLEMENT TO THE MASTER DECLARATION OF
COVENANTS AND RESTRICTIONS FOR WOODFIELD COUNTRY CLUB P.U.D.

THIS FIRST SUPPLEMENT ("Supplement") made this 29th day of June, 1987, by WOODFIELD COUNTRY CLUB, LTD., a Florida limited partnership (the "Developer").

W I T N E S S E T H:

WHEREAS, the Developer filed that certain Declaration of Covenants and Restrictions for Woodfield Country Club P.U.D. October 14, 1986, in Official Records Book 5037, Page 1571 of the Public Records of Palm Beach County, Florida, which was amended by Scrivener's Affidavit recorded October 27, 1986, in Official Records Book 5051, Page 1489, of the Public Records of Palm Beach County, Florida (the "Declaration"), with respect to the Plat of Woodfield Country Club P.U.D., recorded in Plat Book 54, Page 79, of the Public Records of Palm Beach County, Florida; and

WHEREAS, pursuant to Article XII, Section 3 of the Declaration, the Developer desires to exercise its right to make certain amendments to the Declaration;

NOW, THEREFORE, the Developer hereby declares that the Declaration is amended as follows.

1. Article II, Section 2, is hereby amended by adding at the end thereof the following paragraph:

"Notwithstanding any other provision of this Declaration (or any amendment hereto), the Developer shall have the right to modify, supplement or delete any one or more provisions of this Declaration as the same shall apply to any additional lands which are brought within this Declaration, including without limitation, the provisions of Article VIII with respect to assessments. Any such modification, supplement or deletion may be contained in the declaration by which such additional lands are brought within this Declaration or by an instrument subsequently recorded by the Developer while the Developer has the right to modify this Declaration as provided in Article XII, Section 3 hereof. Any such modification, supplement or deletion (or absence thereof) with respect to any one or more parcels of additional land brought within this Declaration shall not be construed to modify, supplement or delete any provisions of this Declaration with respect to any other additional lands unless express provision is made therefor.

RC7
A13 20

2. Article III, Section 1, is hereby amended as follows:

(a) The third sentence of Section 1 is amended by substituting a comma (,) for the period (.) at the end thereof and inserting after the comma the following: "unless (a) the laws and regulations of the City of Boca Raton then permit the continued offering of memberships to non-residents, or (b) the termination of such non-resident memberships would result in a financial hardship to the Country Club and its resident members, in which event non-resident memberships may be continued until such financial hardship abates as long as no resident is unable to obtain a membership as a result of the continuation of non-resident memberships."

(b) The fourth sentence of Section 1 is amended by deleting the word "Thereafter" and substituting therefor the following: "After the termination of non-resident memberships".

3. Article IV, Section 2 is hereby amended by deleting the last sentence of paragraph B thereof and substituting therefor the following: "Notwithstanding the cessation of the Developer's Class B membership, the Developer shall have the right to appoint all of the members of the Board until such time as the Developer no longer holds title to any portion of the Property or any other property brought within this Declaration pursuant to Article II, Section 2."

4. Article V, Section 1 is hereby amended by inserting after the first sentence of subparagraph "A" the following: "Such maintenance may include, but shall not be limited to, landscaping of roads adjacent to the Property."

5. Article V, Section 2, is hereby amended by adding at the end thereof the following:

"NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES, BY-LAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (COLLECTIVELY THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY PARCEL DEVELOPER (OR ITS EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS), OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTY INCLUDING, WITHOUT LIMITATION, OWNERS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

THE VARIOUS PROVISIONS OF THE ASSOCIATION DOCUMENTS WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTY AND THE VALUE THEREOF, AND THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR PALM BEACH COUNTY OR PREVENTS TORTIOUS ACTIVITIES. THE PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON. EACH PARCEL DEVELOPER (BY VIRTUE OF ACCEPTANCE OF TITLE TO A PARCEL) AND EACH OWNER (BY VIRTUE OF ACCEPTANCE OF TITLE TO A LOT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION 2 AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION 2 OR OTHERWISE.

AS USED IN THIS SECTION 2, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEES AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.

6. Article VIII, Section 4, is hereby deleted and the following is substituted therefor:

"Section 4. Uniform Assessments. Except as otherwise provided in this Article VIII, each Parcel Developer (as to each Lot owned by the Parcel Developer) and each other Owner of a Lot shall pay the same annual and special assessments as each other Owner of a Lot, with such assessments to be established by the Board in its discretion for each assessment year."

7. Article VIII, Section 5, is hereby amended by deleting the phrase ", applicable to that year only," and adding at the end of said Section 5 the following:

"Special assessments may include, without limitation, assessments to reimburse the Association for any deficit(s) in any prior assessments year(s), whether such assessments have been financed by a loan from the Developer or otherwise, it being the intent that special assessments may be made to repay any loans (and interest thereon) made by the Developer to the Association."

8. Article VIII, Section 8 is hereby deleted and the following is substituted therefor:

"(a) With respect to each assessment year, the Developer shall have the choice of contributing to the Association either (i) a full assessment (determined under Section 4 of this Article VIII as if the Developer were subject to such Section 4) for each Lot owned by the Developer for the portion of the year that the Developer owns such Lot or (ii) the excess, if any, of (x) the actual cash expenses of the Association paid out during the assessment year, but only for those items included in the budget of the Association for that assessment year, over (y) the sum of the annual assessments of the Owners and Parcel Developers for such assessment year. Any contribution of the Developer in excess of the amount determined under clause (i) above for any assessment year shall be treated as a loan to the Association (on the terms set forth in paragraph (b) below) rather than as a contribution of the Developer. The Developer's election as to its liability for assessments under clause (i) or clause (ii) above may be made at any time during the assessment year as the Developer shall determine in its sole discretion; provided, however, that while the Developer is a Class B member of the Association it shall make periodic payments to the Association as needed for cash flow (such payments to be applied against the Developer's liability for assessments or treated as loans as otherwise provided in this Section 8)."

"(b) Apart from the provisions of paragraph (a) above, the Developer shall have no obligation to contribute or loan any additional amounts to the Association, regardless of whether the Association shall have incurred a deficit for such assessment year on either a cash or accrual basis of accounting. However, in its sole discretion the Developer, so long as it is a Class B member of the Association, may loan funds or other property to the Association from time to time,

provided that any such loans shall bear interest compounded monthly at the mid-term Applicable Federal Rate (as defined in Section 1274(d)(1) of the Internal Revenue Code of 1986, as amended from time to time). All principal and accrued interest on such loans (including without limitation any loans under paragraph (a) above) shall be repaid to the Developer not later than the date one (1) year after Turnover."

"(c) Notwithstanding anything in this Declaration to the contrary, the Developer shall have no obligation to contribute or loan any amount to the Association at any time for the purpose of providing a reserve or reserves for future expenses and/or capital expenditures of the Association."

"(d) For purposes of this Article VIII, the term "Lot" shall mean and refer to any lot, together with any and all improvements thereon, numerically designated and shown or described on the Plat, or any replat of any Parcel, on which a residential structure has been or is intended to be constructed. Until a Parcel is replatted to show numeric designations of Lots, the number of Lots within such Parcel shall be the number of dwelling units ("du") for that Parcel as shown on the Plat or any replat of a phase of the Property. With respect to any attached residential structures situated or to be situated on any portion of the Property, "Lot" shall mean and refer to the portion of the structure owned by the Owner and the Owner's interest in the underlying land, such that the number of Lots within a Parcel containing or to contain attached residential structures shall be the number of dwelling units constructed or to be constructed in such Parcel."

9. Article VIII, Section 9, is hereby amended by adding at the end thereof the following paragraph:

"Without limitation of the foregoing, in any litigation against the Developer instituted and maintained solely by one or more Parcel Associations without the participation of the Master Association in support of the claim(s) of said Parcel Association(s), the Master Association shall not levy assessments to pay the legal fees of the Developer against any Parcel Association (or its members) which does not participate as a litigant against the Developer in such litigation."

10. Article VIII, Section 14, is hereby amended by deleting "Country Club," from paragraph "D" thereof.

11. Article XI is hereby amended by adding at the end thereof the following new section:

"Section 5. Limitation of Liability. THE DEVELOPER, THE ASSOCIATION, AND THEIR FRANCHISEES AND CONTRACTORS DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SECURITY SYSTEM OR SERVICES, OR THAT ANY SUCH SYSTEM OR SERVICES 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 SUCH SYSTEMS (INCLUDING WITHOUT LIMITATION PARCEL DEVELOPERS) ACKNOWLEDGES THAT THE DEVELOPER, THE ASSOCIATION OR ANY SUCCESSOR, ASSIGN, FRANCHISEE OR CONTRACTOR OF ANY OF THE FOREGOING WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS 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 service provider to perform any of its obligations with respect to security services, and therefore every Owner or occupant of property receiving security services through any such system agrees that the Developer, the Association or any successor, assign, franchisee or contractor of any of the foregoing assumes 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 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 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 service provider. Every Owner or occupant of property obtaining security services through the central telecommunications system further agrees for himself, his 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 Developer, the Association or any successor, assign, franchisee or contractor of any of the foregoing 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 the Developer, the Association or any successor, assign, franchisee or contractor of any of the foregoing.

Further, in no event will the Developer, the Association or any successor, assign, franchisee or contractor of any of the foregoing be liable for consequential damages, wrongful death, personal injury or commercial loss.

In recognition of the fact that interruptions in security, cable television and other such services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of any such system shall be entitled to any refund, rebate, discount or offset in applicable fees, for any interruption in such services, regardless of whether or not same is caused by reasons within the control of the then provider(s) of such services.

12. Article III, Section 5 is hereby amended by changing the reference therein to "Section 6" to a reference to "Section 5".

13. All other provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Woodfield Country Club, Ltd., has caused these presents to be executed as required by law on this, the day and year first above written.

WOODFIELD COUNTRY CLUB, LTD.,
a Florida limited partnership

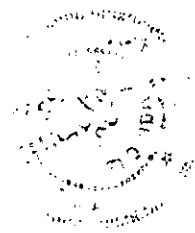
By: THE BARBAR GROUP, INC.
General Partner

ATTEST:

Ray B. Sircani

By: [Signature]
Its: EXECUTIVE VICE - PRESIDENT

(Corporate Seal)



STATE OF FLORIDA)
) SS
COUNTY OF PALM BEACH)

Be it known that on the 29 day of June, 1987,
before me, a duly authorized notary in and for the State of
Florida, County of Palm Beach, personally came and appeared
Anthony R. A. Barber and
well known to me to be the Ex. Vice Pres and
respectively of The Barbar Group, Inc., a Florida corporation,
the general partner of Woodfield Country Club, Ltd., and they
severally swore to and acknowledged executing the within First
Supplement to the Master Declaration of Covenants and
Restrictions for Woodfield Country Club P.U.D. freely and
voluntarily under authority duly vested in them by said
corporation.

(abaaadil/lg)

Notary Public, State of Florida
My Commission Expires Oct. 12, 1990
Notary Public, State of Florida

Luth A. Wilmer

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT

This Instrument Prepared By
And Return To:
Jeri Poller, Esq.
Merston, Sawyer et al
Suite 4500
200 S. Biscayne Blvd.
Miami, Florida 33131

309-27-1994 3:59pm 94-148484
000 8235 28 341
RECEIVED 11/12/94 11:11 AM

Return to:
Will CAY
#26 ✓

FOURTH SUPPLEMENT TO THE MASTER DECLARATION OF
COVENANTS AND RESTRICTIONS FOR WOODFIELD COUNTRY CLUB P.U.D.

THIS FOURTH SUPPLEMENT ("Fourth Supplement") made this 25th day
of APRIL, 1994, by Woodfield Partners Ltd., L.P., a Delaware
limited partnership ("WPL").

W I T N E S S E T H :

WHEREAS, the Declaration of Covenants and Restrictions for Woodfield Country Club P.U.D. dated September 11, 1986 was filed on October 14, 1986, in Official Records Book 5037, Page 1571, which was amended by Scrivener's Affidavit dated October 23, 1986 filed October 27, 1986 and recorded in Official Records Book 5051, Page 1489 ("Original Declaration"), First Supplement to the Master Declaration of Covenants and Restrictions for Woodfield Country Club P.U.D. dated June 29, 1987 was filed July 6, 1987 and recorded in Official Records Book 5341, Page 216 ("First Supplement") and Second Supplement to the Master Declaration of Covenants, Restrictions for Woodfield Country Club P.U.D. dated August 11, 1988 was filed August 25, 1988 and recorded in Official Records Book 5785, Page 1343 ("Second Supplement"), and Third Supplement to the Master Declaration of Covenants and Restrictions dated February 17, 1994 was filed March 2, 1994 and recorded in Official Records Book 8145, Page 1577 ("Third Supplement") (collectively the Original Declaration, First Supplement, Second Supplement and Third Supplement being known as the "Declaration"), all of the Public Records of Palm Beach County, Florida; and

WHEREAS, as the Developer under the Declaration, WPL wishes to amend the Declaration under certain terms and conditions and pursuant to certain rights that it holds as Developer to make such amendments under Article XII, Section 3 of the Original Declaration.

NOW THEREFORE, WPL does hereby declare that the Declaration shall be amended and supplemented as follows:

1. Article XIV Section 1 of the Declaration (as imposed by the Third Supplement) is deleted in its entirety and the following shall be substituted therefor:

"Section 1. Developer's Right Of First Refusal. No Lot located in the First Addition, as defined in the Third Supplement, or those lands described as Lots 1 through 11, 20 through 49 and 55 through

30, all inclusive, of Hamilton Place, according to the plat thereof as recorded at Plat Book 58, Page 56 of the Public Records of Palm Beach County, Florida, and no interest thereon, upon which a dwelling has not been constructed (and a Certificate of Occupancy issued therefor) shall be sold or transferred unless and until the Owner of such Lot shall have first offered to sell such Lot to Developer in accordance with the provisions of this Article XIV, or Developer has waived, in writing, its right to purchase said Lot."

2. Except as modified and amended hereby the Declaration shall remain in full force and effect according to its terms. Upon recordation of this Fourth Supplement in the Public Records of Palm Beach County, Florida, this Fourth Supplement shall be and become a part of the Declaration.

IN WITNESS WHEREOF, WPL does set its hand on the date above first written by its duly authorized officer.

WITNESSES:

Woodfield Partners Ltd., L.P., a Del.
limited partnership
BY: Woodfield Partners GP, Inc., a
Texas corp., general partner

By: Robert Julien, V.P.
3600 Club Place
Boca Raton, Fl. 33496

print name MARK GRIFFIN

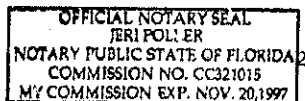
STATE OF FLORIDA :
:SS.
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 21
day of April, 1994, by Robert Julien as Vice
President of Woodfield Partners GP, Inc., a Texas corporation,
general partner of Woodfield Partners Ltd., L.P., a Delaware
Limited Partnership, who is personally known to me or produced
as identification and who did (did not) take an oath,
on behalf of the partnership.

Jeri Polker
Notary Public
Print Name Jeri Polker
State of Florida at Large (Seal)

My Commission Expires:

...wood\4supp



4supp

DBB 4235 Pa 363

JOINDER AND CONSENT OF OWNER

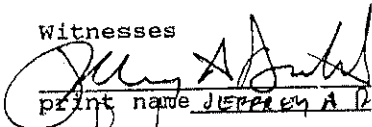
C.M.H., Inc., a Florida corporation, is the owner of the land being described as Lots 1 through 11, 20 through 49 and 55 through 80, all inclusive, of Hamilton Place, according to the plat thereof as recorded at Plat Book 58, Page 56 of the Public Records of Palm Beach County, Florida (the "Lots"). The Lots are subject to the Declaration of Covenants and Restrictions for Woodfield Country Club P.U.D. as recorded in Official Records Book 5037, Page 1571, as affected, amended and supplemented by various documents, including but not limited to, the Third Supplement to Declaration of Covenants and Restrictions to Woodfield Country Club P.U.D. as recorded in Official Record Book 8145, Page 1577 of the Public Records of Palm Beach County, Florida (the "Third Supplement"). Owner holds title to Lots encumbered by the right of first refusal imposed by the Third Supplement and Fourth Supplement to Declaration of Covenants and Restrictions to which this Joinder and Consent is attached. Owner hereby ratifies the terms of the Third Supplement and joins and consents to the Fourth Supplement as to the right of first refusal as contained in said documents.

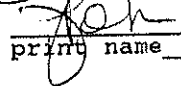
The execution of this Joinder and Consent of Owner shall not be deemed to imply that any other owner of record encumbered by the Declaration of Covenants and Restrictions for Woodfield Country Club P.U.D., as affected, amended or supplemented by any document, including, but not limited to the Third Supplement or the Fourth Supplement is implied, expected or required to execute a Joinder and Consent as to the applicability of such documents to the land owned by such other owner.

IN WITNESS WHEREOF, the Owner has executed this Joinder and Consent this 25 day of April, 1994.

Witnesses

C.M.H., Inc.


print name Jeffrey A. Reuter


print name Jeri Potter


BY: Charles M. Hill, President
Address: 19684 Oakbrook Cr
Boca Raton, Fl. 33434

STATE OF Florida)
COUNTY OF Palm Beach) ss:

The foregoing instrument was acknowledged before me this 25th day of April, 1994 by Charles M. Hill, as President of C.M.H., Inc., on behalf of said corporation, who is personally known to me

088 8235 Pa 364

or who has produced _____ Driver's License or other form
of identification and who did (did not) take an oath.

My Commission Expires: _____

Jeffrey A. Deutch
NOTARY PUBLIC, STATE OF _____

[Print Name]

Seal



'OFFICIAL NOTARY SEAL'
JEFFREY A. DEUTCH
MY COMM. EXP. 3/28/95
BONDED

ORR 8235 26 345
RECORD VERIFIED DOROTHY H WILKIN
CLERK OF THE COURT - 22 COUNTY, FL

JOINDER AND CONSENT OF MORTGAGEE

Resolution Trust Corporation, in its capacity as Receiver for City Savings, F.S.B and Ensign Federal Savings Bank ("Mortgagee") is the owner and holder of that certain mortgage dated December 21, 1993 between Woodfield Partners Ltd., L.P., a Delaware limited Partnership ("Mortgagor"), recorded in Official Records Book 8046 at Page 942 of the Public Records of Palm Beach County, Florida, and Mortgagee (the "Mortgage"). A portion of the lands encumbered by the Declaration of Covenants and Restrictions for Woodfield Country Club P.U.D., are encumbered by the Mortgage. Mortgagee hereby consents to the making, execution and recording of the Fourth Supplement to the Declaration of Covenants and Restrictions for Woodfield Country Club P.U.D. ("Fourth Supplement"), to which this Joinder and Consent is attached.

It is understood and agreed that this Consent and Joinder of Mortgagee shall not affect any other real property or any other terms of the Mortgage and that, by consent to the provisions of the Fourth Supplement, Mortgagee does not undertake or assume any obligations or responsibilities of Mortgagor or any other person under said Fourth Supplement.

IN WITNESS WHEREOF, the Mortgagee has executed this Consent and Joinder this 17th day of April, 1994.

Witnesses

Resolution Trust Corporation, as
Receiver for City Savings,
F.S.B. and Ensign Federal
Savings Bank

[Signature]
print name G. A. [unclear]

[Signature]
print name D. [unclear]

[Signature]
BY: K. [unclear], as Director
Address: of [unclear]
[unclear]
225 Franklin Street
Boston, M. 02110

STATE OF Massachusetts)
COUNTY OF Suffolk) ss:

The foregoing instrument was acknowledged before me this 17th day of April, 1994 by [unclear], as Attorney-in-fact of Resolution Trust Corporation, as Receiver for City Savings, F.S.B. and Ensign Federal Savings Bank, on behalf of said corporation, who is personally known to me or who has produced Driver's License or other form of identification and who did (did not) take an oath.

My Commission Expires:
5-12-2000

[Signature]
NOTARY PUBLIC, STATE OF Massachusetts
[Signature]
(Print Name) Seal

409-15-1988 10:32am 88-316164

OFF 5871 Pg 1673

SCRIVENER'S AFFIDAVIT

State of Florida)
)ss.
County of Palm Beach)

BEFORE ME, the undersigned authority, personally appeared Lawrence B. Juran, of Moore, Farmer, Menkhaus & Juran, P.A., who upon being by me first duly sworn, deposes and says:

1. That he prepared that certain Master Declaration of Covenants and Restrictions for Woodfield Country Club P.U.D., ("Declaration") and recorded same on October 14, 1986, in Official Records Book 5037, Page 1571, Public Records of Palm Beach County, Florida:

2. That the Declaration references property described as the "Maintenance Area" of Woodfield Country Club, P.U.D.;

3. The legal description of the "Maintenance Area", shown on page three of the Declaration is described as "Tract T-4-A";

4. The "Maintenance Area" as shown on the Plat of Woodfield Country Club, P.U.D., as recorded in Plat Book 54, Pages 79 through 88, Public Records of Palm Beach County, Florida, is correctly described as "Tract T-2-A";

5. This Affidavit is made for the purpose of correcting the scrivener's error of the legal description for the "Maintenance Area" at Woodfield Country Club, P.U.D.

Further affiant sayeth naught.


Lawrence B. Juran

Sworn to and subscribed before me this _____ day of _____, 1988.

Notary Public
State of Florida at Large

My Commission Expires:



Notary Public, State of Florida
at Large. My Commission Expires:
March 18, 1991. Bonded Three
Huckelberry & Associates

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT

4/5-25-1988 11:33am 88-235839

QFB 5785 Pa 1343

SECOND SUPPLEMENT TO THE MASTER DECLARATION OF
COVENANTS AND RESTRICTIONS FOR WOODFIELD COUNTRY CLUB P.U.D.

THIS SECOND SUPPLEMENT ("Supplement") made this 11th day of August, 1988, by WOODFIELD COUNTRY CLUB, LTD., a Florida limited partnership (the "Developer").

W I T N E S S E T H:

WHEREAS, the Developer filed that certain Declaration of Covenants and Restrictions for Woodfield Country Club P.U.D. October 14, 1986, in Official Records Book 5037, Page 1571, which was amended by Scrivener's Affidavit recorded October 27, 1986, in Official Records Book 5051, Page 1489, of the Public Records of Palm Beach County, Florida, and that First Supplement to the Master Declaration of Covenants and Restrictions for Woodfield Country Club P.U.D., recorded at Official Records Book 5341, Page 216, of the Public Records of Palm Beach County, Florida (the "Declaration"), with respect to the Plat of Woodfield Country Club P.U.D., recorded in Plat Book 54, Page 79, of the Public Records of Palm Beach County, Florida; and

WHEREAS, pursuant to Article XII, Section 3 of the Declaration, the Developer desires to exercise its right to amend the Declaration;

NOW, THEREFORE, the Developer hereby declares that the Declaration is amended as follows:

1. Section 1 of Article III is deleted and the following is substituted therefor:

Section 1. Country Club. The Country Club shall not be operated as a commercial enterprise opened to the general public. Persons authorized to use the Country Club shall be members of The Country Club at Woodfield, Inc., which has been established to operate and maintain the Country Club. When two-thirds (2/3) of the Lots with residences thereon have been sold to Owners, membership shall be restricted to residents of the Property and residents of all property included within Woodfield Hunt Club, Phase I and II (collectively, "Residents"), unless (a) the laws and regulations of the City of Boca Raton then permit the continued offering of memberships to non-Residents, or (b) the termination of such non-Resident memberships would result in a financial hardship to the Country Club and its Resident members, in which event non-Resident memberships may be continued until such financial hardship abates as long as no Resident is unable to obtain a membership as a result of the

continuation of non-Resident memberships. Membership for non-Residents shall be renewable on an annual basis only. The Country Club at Woodfield, Inc., shall be required to offer a membership to each Resident and shall not have the right to remove any Resident member except for failure to pay financial obligations required of all such Resident members or for violation of club rules which apply to all such Resident members. Memberships shall be unlimited in number, with the exception of golf memberships, which may be limited at the discretion of the club. Members other than golf members shall be entitled to use all Country Club facilities, including the golf course.

The Country Club shall be owned by the Association and shall be reserved and limited to the uses set forth in Section 25-173(8), Code of Ordinances of the City of Boca Raton, Florida. The Association shall have the obligation to perpetually maintain the Country Club, but this obligation shall be undertaken by The Country Club at Woodfield, Inc., pursuant to a long-term renewable lease of the Country Club from the Association. This provision shall supersede anything to the contrary in Section 5 of Article VII.

The other required open space in the Property shall be perpetually maintained by the Association and reserved and limited to the uses set forth in Section 25-173(8), Code of Ordinances of the City of Boca Raton.

2. Any references in the Declaration to "Woodfield Country Club, Inc." are amended to read "The Country Club at Woodfield, Inc." Moreover, the provisions of Section 2 of Article III shall remain in full force and effect, applying to The Country Club at Woodfield, Inc., as lessor under the lease of the Country Club from the Association rather than as owner of the Country Club.

3. Article VIII, Section 8, paragraph (a) is hereby amended by restating the first sentence thereof as follows:

"With respect to each assessment year, the Developer shall have the choice of contributing to the Association either (i) a full assessment (determined under Section 4 of this Article VIII as if the Developer were subject to such Section 4) for each Lot owned by the Developer for the portion of the year that the Developer owns such Lot or (ii) the excess, if any, of (x) the actual cash expenses of the Association paid out during the assessment year, but only for those items included in the budget of the Association for that assessment year, over (y) the sum of the annual assessments of the Owners and Parcel Developers and other revenues of the Association for such assessment year.

4. Article VIII, Section 8 is further amended by adding at the end thereof the following paragraph:

"(e) With respect to each Lot in a Parcel owned by a Parcel Developer, the Parcel Developer shall contribute to the Association, for each assessment year (i) from the date of tentative plat approval for such Parcel by the City of Boca Raton until a certificate of occupancy is issued for the residence constructed on the Lot, an amount equal to one-half (1/2) of the annual and special assessments determined under Sections 4 and 5 of this Article VIII for the Lot; and (ii) from and after the date of issuance of a certificate of occupancy for the residence on the Lot, an amount equal to the full annual and special assessments determined under Section 4 and 5 of this Article VIII for the Lot. A Parcel Developer shall not be liable for any assessments with respect to a Parcel until the date of tentative plat approval as set forth above. For purposes of assessment, the number of Lots in each Parcel shall be determined in accordance with the approved tentative plat or any later approved plat or replat as applicable."

5. All other provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Woodfield Country Club, Ltd., has caused these presents to be executed as required by law on this, the day and year first above written.

WOODFIELD COUNTRY CLUB, LTD.,
a Florida limited partnership

Witness:

By: THE BARBAR GROUP, INC.,
a Florida corporation,
General Partner

Kay Sierini
Nancy Kelley

By:

[Signature]
Its: Exec. Vice-President

(Corporate Seal)

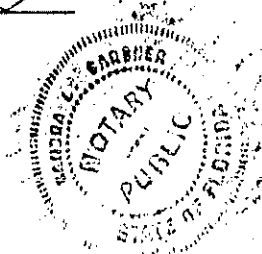
ORB 5785 Pg 1346

STATE OF FLORIDA)
) SS
COUNTY OF PALM BEACH)

Be it known that on the 14th day of August, 1988,
before me, a duly authorized notary in and for the State of
Florida, County of Palm Beach, personally came and appeared
Anthony K.G. Barbar, well known to me to be the Executive Vice
President of The Barbar Group, Inc., a Florida corporation, the
general partner of Woodfield Country Club, Ltd., and he swore to
and acknowledged executing the within Second Supplement to the
Master Declaration of Covenants and Restrictions for Woodfield
Country Club P.U.D. freely and voluntarily under authority duly
vested in him by said corporation.

Sandra L. Gardner
Notary Public

My commission expires:



ABAAAEQ/lw

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT

SCRIVENER'S AFFIDAVIT

State of Florida)
)ss.
County of Palm Beach)

BEFORE ME, the undersigned authority, personally appeared
Lawrence B. Juran of Moore, Farmer, Menkhaus & Juran, P.A., who,
upon being by me first duly sworn, deposes and says:

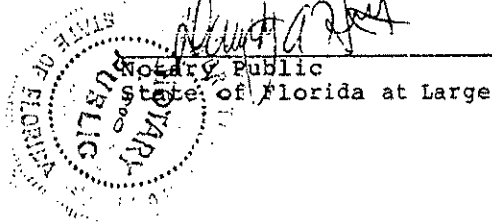
1. That he prepared that certain Master Declaration of Covenants and Restrictions for Woodfield Country Club, P.U.D., ("Declaration") and recorded same on October 14, 1986, in Official Records Book 5037, Page 1571, Public Records of Palm Beach County, Florida;
2. That Declaration references property described as the plat of Woodfield Country Club, P.U.D. ("Plat");
3. The legal description of the Plat, shown on page four of the Declaration, does not contain the recording information pertinent to the Plat;
4. The Plat of Woodfield Country Club, P.U.D., is recorded in Plat Book 54, Pages 79 through 88, Public Records of Palm Beach County, Florida;
5. This Affidavit is made for the purpose of correcting the scrivener's omission of the legal description from the Declaration.

Further affiant sayeth naught.

Lawrence B. Juran
Lawrence B. Juran

Sworn to and subscribed before me this 23 day of October,
1986.

My commission expires:



PREPARED BY AND RETURN TO:
MOORE, FARMER, MENKHAUS & JURAN, P.A.
5550 Glades Road, Suite 414
Boca Raton, Florida 33431
Lawrence B. Juran, Esquire

RECORD VERIFIED
PALM BEACH COUNTY, FLA
JOHN B. DUNKLE
CLERK CIRCUIT COURT

This Instrument Prepared by
And Return To:
Jeri Poller, Esq.
Merahon, Sawyer et al
Suite 4500
200 S. Biscayne Blvd.
Miami, Florida 33131

MAR-02-1994 11:42am 94-072587
ORB 8145 Pg 1577

THIRD SUPPLEMENT TO THE MASTER DECLARATION OF
COVENANTS AND RESTRICTIONS FOR WOODFIELD COUNTRY CLUB P.U.D.

THIS THIRD SUPPLEMENT ("Third Supplement") made this 17 day
of February, 1994, by Woodfield Partners Ltd., L.P., a Delaware
limited partnership ("WPL").

W I T N E S S E T H :

WHEREAS, the Declaration of Covenants and Restrictions for Woodfield Country Club P.U.D. dated September 11, 1986 was filed on October 14, 1986, in Official Records Book 5037, Page 1571, which was amended by Scrivener's Affidavit dated October 23, 1986 filed October 27, 1986 and recorded in Official Records Book 5051, Page 1489 ("Original Declaration"), First Supplement to the Master Declaration of Covenants and Restrictions for Woodfield Country Club P.U.D. dated June 29, 1987 was filed July 6, 1987 and recorded in Official Records Book 5341, Page 216 ("First Supplement") and Second Supplement to the Master Declaration of Covenants and Restrictions for Woodfield Country Club P.U.D. dated August 11, 1988 was filed August 25, 1988 and recorded in Official Records Book 5785, Page 1343 ("Second Supplement") (collectively the Original Declaration, First Supplement and Second Supplement being known as the "Declaration"), all of the Public Records of Palm Beach County, Florida; and

WHEREAS, WPL is the successor Developer under the Declaration by Deed dated December 21, 1993 filed December 28, 1993 and recorded in Official Records Book 8046, Page 933 of the Public Records of Palm Beach County, Florida from Resolution Trust Corporation as Receiver for Ensign Federal Savings Bank and as Receiver for City Savings Bank, F.S.B which obtained title from the prior Developer by virtue of (i) Certificate of Title from Clerk of Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida under Case Number CL 91-13041 dated July 22, 1992 filed July 22, 1992 and recorded in Official Records Book 7330, Page 176 of the Public Records of Palm Beach County, Florida, and (ii) Certificate of Title from Clerk of Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida under Case Number CL-90-10834 dated July 21, 1992 filed July 21, 1992 and recorded in Official Records Book 7328, Page 1045 of the Public Records of Palm Beach County, Florida; and

WHEREAS, as the Developer under the Declaration, WPL wishes to amend the Declaration under certain terms and conditions and

pursuant to certain rights that it holds as Developer to make such amendments under Article XII, Section 3 of the Original Declaration and to supplement the Declaration to bring in additional lands within the Declaration pursuant to Article II, Section 2 of the Original Declaration.

NOW THEREFORE, WPL does hereby declare that the Declaration shall be amended and supplemented as follows:

1. From and after December 21, 1993 WPL shall have all rights and benefits of Developer under the Declaration.

2. Article II, Section 1 of the Original Declaration is hereby amended and supplemented to include the real property described on Exhibit A attached hereto ("First Addition") and such First Addition shall be encumbered by and bound by the terms and conditions of the Declaration, as amended and supplemented by this Third Supplement and as may be amended or supplemented from and after the date of this Third Supplement, which shall run with the First Addition and be binding on all parties having any right, title or interest in the First Addition or any part thereof, their heirs, successors or assigns and shall inure to the benefit of Developer and each Owner therein and the Property shall be defined as follows:

"All of WOODFIELD COUNTRY CLUB P.U.D., according to the Plat thereof as recorded in Plat Book 54, Pages 79 through 88, of the Public Records of Palm Beach County, Florida (the "Plat"); excepting therefrom (i) that parcel designated or shown on the Plat as "Parcel A," consisting of 8.940 acres; (ii) that parcel designated or shown on the Plat as "Parcel 2," consisting of 7.751 acres; (iii) that parcel designated or shown on the Plat as "Parcel Y," consisting of 2.300 acres; and (iv) that parcel designated or shown on the Plat as "Tract X-11," consisting of 25.000 acres.

Plus the following real property:

All of the First Addition as more particularly described on Exhibit A attached hereto."

3. Article II of the Declaration is amended by adding a section to the end thereof as follows:

"Section 3. Addition of Other Lands. A. Until the date of Turnover and subject to the consent of the owner thereof, the Developer may, without the consent or joinder of any Owner or any other person or entity, annex additional real property (including Common Area) to the provisions of the Declaration and the jurisdiction of the Association. Annexations under this Section 3 shall be accomplished by filing a Supplemental Declaration describing the real property to be annexed, and shall become

effective when such Supplemental Declaration is filed among the Public Records of Palm Beach County, Florida, unless otherwise provided therein.

B. After the date of Turnover and subject to the consent of the owner thereof, the Association may annex real property to the provisions of the Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of Members representing two-thirds (2/3) of the votes of each class of Members of the Association. The annexation of land under this subparagraph B shall be accomplished by the recordation in the Public Records of Palm Beach County, Florida, of a Supplemental Declaration describing the property being annexed and signed by the President and Secretary of the Association and by the owner of the property being annexed and such Supplemental Declaration shall certify the affirmative vote of Members representing two-thirds (2/3) of the votes of each class of Members of the Association. Any such annexation shall be effective upon filing unless otherwise provided therein. Provided however, for so long as Developer owns any Lot subject to the Declaration, any such annexation by the Association shall require the joinder and consent of the Developer.

C. No provision of this Declaration shall be construed to require Developer or any other person or entity to annex any real property to this Declaration. Further, the Developer is not obligated to bring all or any part of the remaining real estate which may or may not be a part of the governmental approvals for the Property or operated with the Property into the Association.

D. Covenants and restrictions applicable to annexations to the Property shall be compatible with, but need not be identical to, the covenants and restrictions set forth in the Declaration. Furthermore, the Developer shall have the unilateral right until Turnover to waive compliance with any provision of the Declaration for any Owner provided such waiver does not result in a condition or arrangement which is materially inconsistent with or materially detrimental to the overall development plan for the Property or to the rights of existing Members of the Association. Such a condition is retained by Developer in recognition that within the Property there will be a variety of land uses and housing types, thereby necessitating differing restrictive covenants.

Section 4. Withdrawal. Until the date of Turnover as provided in the Original Declaration, the Developer may, when necessary or desirable to accommodate changes in the governmental approvals for the Property, withdraw from the provisions of the Declaration any of the Property that continues to be owned by the Developer, and its successors or assigns, and which has not been dedicated or designated as Common Area. Withdrawals under this Section 4 shall be accomplished by filing a Supplemental Declaration describing the real property to be withdrawn and shall become effective when such Supplemental Declaration has been recorded in the Public Records of

Palm Beach County, Florida, unless otherwise provided therein. Provided however, any withdrawal of Common Area shall require the consent of the City of Boca Raton, Florida. No such withdrawal shall be of property which is encumbered by a mortgage without the consent of such mortgagee."

4. Article V, Section 5 of the Original Declaration is hereby amended by adding to the end of the first paragraph thereof the following:

"Each Owner by acceptance of a deed to any Lot acknowledges and knowingly assumes the risk of personal or property damage arising from errant golf balls as a consequence of occupying or building improvements on a Lot on or near a golf course and each Owner hereby waives and releases Developer, the Association, any Parcel Association, the owner(s), operator(s) or lessee(s) of the Country Club, and any guest, employee, licensee, invitee, director, partner, officer or mortgagee of any of such parties from any and all action, cause, suit, reckoning, claim or demand whatsoever, in law or in equity, as a result of property damage or personal injury to such Owner, Owner's guests, employees, licensees or invitees caused by an errant golf ball or otherwise attributable to the use, operation, design or maintenance of the golf course or the Country Club."

5. Article VI of the Original Declaration shall be amended by adding the sections as follows:

"Section 7. General Powers of the Association. The Association (and the DRB, as appropriate) shall have the absolute power to veto any action taken or contemplated by a Parcel Association within the Property, and the Association shall have the absolute power to require specific action be taken, by any Parcel Association within the Property. Without limiting the generality of the foregoing, the Association (and the DRB, as appropriate) may veto any decision of any Parcel Association (or design review board or other subcommittee thereof), and the Association may require that specific maintenance or repairs or aesthetic changes be effectuated, require that a proposed budget include certain items and that expenditures be made therefor, veto or cancel any contract for maintenance, repair or replacement of the property governed by such Parcel Association and otherwise require or veto any other action as the Association deems appropriate from time to time. A failure to act in any circumstance shall not be deemed a waiver of to act in any future circumstance.

For this purpose any proposed action not made in the ordinary day-to-day operations of the Parcel Association and not consistent with the Association or DRB approved practices must first be brought to the attention of the Association by written notice and no such

ORE 8145 Pg 1581

action shall be effected until approved by the Association or the DRB, as appropriate, but, if not approved, such action shall not be undertaken. The decision of the Association over any Parcel Association shall control and be dispositive of the issue. Any action required by the Association in a written notice to be taken by a Parcel Association shall be undertaken by such Parcel Association within the time frame set by such notice from the Association. If the Parcel Association fails to comply with the requirements of such written notice, the Association shall have the right to effect such action on behalf of the Parcel Association and shall assess the Lots governed by the Parcel Association for their pro-rata share of expenses incurred by the Association in connection therewith, together with an administrative charge as may be determined by the Board. Such assessments shall be collected as Individual Assessments and shall be subject to all lien rights provided for under Article VIII of the Declaration.

Section 8. Delegation of Duties and Acceptance. The Association shall have the right to delegate to a Parcel Association, and such Parcel Association shall accept such delegation, the performance of certain duties, on behalf of the Association.

Section 9. Conflict. In the event of any conflict, ambiguity or uncertainty as to whether maintenance or other duties as to any portion of the Property falls within the jurisdiction of the Association or a Parcel Association, the decision of the Association shall control."

6. The first sentence of Article VII, Section 9 E of the Original Declaration is hereby deleted and the following is substituted therefor:

"The right of the Association to give, dedicate or sell all or any part of the Common Area (including a leasehold interest therein) to any public agency, authority, utility or private concern for such purposes, and subject to such conditions as may be determined by the Association, provided that no such gift, dedication or sale shall be effective unless approved by the Developer, for so long as the Developer owns any Lot in the Property, and, thereafter, by a majority of the Board."

7. Article VII Section 10 of the Original Declaration shall be amended by adding at the end thereof the following:

"Drainage flow shall not be obstructed or diverted from drainage easements. The Association may, but shall not be required to, cut drainways for surface water, the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other action reasonably necessary to install utilities or to maintain reasonable standards of health, safety and appearance or to comply

with governmental requirements. Except as provided herein, existing drainage and drainage channels (or areas reserved for such purposes) shall not be altered so as to divert the flow of water into adjacent parcels or into sanitary sewer lines. The Association shall have the sole control over elevations and slopes within drainage easements, and no Owner or Parcel Association may alter any such elevations except upon written consent of the Association. The Association has the right, but not the obligation, to enter on to any land for the purpose of inspecting and/or correcting any drainage situation, but shall incur no liability therefor."

8. The last sentence of Article VIII Section 6 of the Original Declaration is hereby deleted and the following shall be substituted therefor:

"The amount of the assessment shall be equal to such cost incurred and a reasonable surcharge as determined by the Board and may be enforced and collected in the same manner provided for any other assessment. The amount of the surcharge, if any, shall take into account the administrative time and effort incurred in effectuating such remedy but in no event shall exceed thirty five percent of the actual cost."

9. Article VIII Section 8 (e) of the Declaration (as imposed by item 4 of the Second Supplement) is hereby deleted and the following shall be substituted therefor:

"With respect to each Lot in a Parcel owned by a Parcel Developer, the Parcel Developer shall contribute to the Association for each assessment year such amounts as determined by the Board, from time to time, in the Board's discretion. Each Owner acknowledges that the Board may exempt a Parcel Developer from paying any amounts for reserves or CATV connections and home security, if any, in addition to other exemptions which the Board may deem appropriate. For purposes of assessment, the number of Lots in each Parcel shall be determined in accordance with that shown on the Master Plan, as defined in this Third Supplement, for the Property, as may be amended from time to time, or any later approved plat or replat, as applicable."

10. Article IX of the Original Declaration is amended by adding the following section thereto:

"Section 7. NonLiability of DRB and Developer. The DRB or the Developer, as applicable, shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition solely on the basis of aesthetic considerations and the benefit or detriment to lands in the vicinity and to the Property

ORB 8145 P: 1583

as a whole. Approvals, lack of approvals or denials in no manner certify the adequacy or inadequacy of the health, safety or welfare of the Owners and occupants in the Property or compliance or noncompliance with applicable law, ordinance, regulation or code. Neither the Association, the DRB nor any member thereof nor the Developer shall be liable to the Association, any Parcel Association, any Owner or any other person arising out of or related to the performance or non-performance of the Association's, Developer's or DRB's duties under this Article IX."

11. Article IX of the Original Declaration is amended by adding the following section thereto:

"Section 8. Developer Approval of Initial Construction. With respect to the First Addition, and such other lands within the Property which grant Developer the right to approve initial construction through private covenants from time to time existing, the Developer does hereby reserve to itself, its successors and assigns, the right to approve all initial plats, replats, improvements, installation, landscaping, construction and other matters reserved to the Association and DRB under Article IX of the Declaration, as amended hereby ("Initial Construction") to the extent that Developer has obtained such right by a private covenant recorded in the Public Records of Palm Beach County, Florida in favor of Developer. After approval of the Initial Plans by Developer and the construction and installation is complete as shown on the Initial Plans, the Association and the DRB shall have all rights as provided in Article IX of the Declaration, as hereby amended to approve any modifications, repairs or reconstruction, which rights may be in addition to rights held by Developer. It is the intent of this Section 8 that there be only one entity to approve Initial Construction, but more than one entity may approve subsequent modifications, repairs or reconstruction. Developer reserves the right to assign to the Association, and upon assignment the Association shall accept, any rights held under the private covenants to approve Initial Construction. Provided however, Developer may assign its rights to any other party, and not to the Association, in its sole discretion."

12. Article X of the Original Declaration shall be amended by adding the following section thereto:

"Section 15. Restriction on Private Golf Carts. Private golf carts (other than those owned or leased by the Country Club for use by the Country Club, used for maintenance or security assistance by or on behalf of the Association, or used by the Developer for the purposes of sales and promotion of the Property) shall not be permitted to be used, stored or maintained by an Owner on any Lot, except for those Lots which have adequate enclosed areas appropriate for the storage of carts, as determined by the

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Association. Any private carts shall be subject to rules and regulations promulgated from time to time by the Association and the Country Club with respect to the use and operation of private golf carts, including but not limited to, use and operation on Common Area and may restrict the use of golf carts from any roadway within the Property and after dark. The Association further reserves the right to impose a fee for private golf carts within the Property which may be in addition to any fee imposed by the Country Club, from time to time. The Association reserves the right to require that private golf carts may be leased and maintained by a single entity, which may or may not be the Country Club, to require proof of insurance, and to require uniformity of manufacture, color and style, among other requirements. Additionally, requirements and regulations may provide for minimum age requirements, indemnification and release of liability of the Association and the Country Club with respect to ownership, lease, use or operation of any private golf cart. A violation of this restriction or any rule or regulation of the Association or the Country Club with respect to private golf carts from time to time existing, shall, in addition to any other remedy afforded such entity, permit the Association and/or the Country Club to rescind the right of any Owner to own, lease, use or operate any private golf cart for any period of time, or permanently. Each Owner shall be responsible for the actions of its family, guests, invitees, licensees and leasees."

13. Article X Section 15 of the Original Declaration shall remain and be renumbered to become Section 16.

14. Article XII Section 4 of the Original Declaration shall be amended by adding at the end thereof a sentence as follows:

"Notwithstanding any other term or condition of the Declaration, the Association reserves to itself the right of self help in addition to all other rights and remedies at law or in equity and such self help may be exercised in addition to seeking any legal or equitable remedy and shall not be deemed an action in lieu of any other proceeding."

15. Article XII of the Original Declaration shall be amended by adding sections as follows:

"Section 13. Density Transfers. If an Owner of a Lot shall develop such property so that the number of Lots or dwelling units contained therein is less than the allowable number of Lots or dwelling units allocated by the Master Plan, from time to time existing for the Property, to that particular Lot, the excess allowable Lots or dwelling units not used by the Owner (with respect to that Lot) shall inure to the benefit of Developer's

remaining properties, whether or not subject to the Declaration.

Section 14. Special Exceptions and Variations. Prior to the sale of the last Lot by Developer, its successors and assigns, unless the written consent of the Developer is first obtained, no Owner shall file a request for zoning variations, special exceptions or zoning changes affecting or relating to land or uses within the Property. After the sale of the last Lot by Developer, its successors and assigns, unless the written consent of the Association is first obtained, no Owner shall file a request for zoning variations, special exceptions or zoning changes affecting or relating to land or uses within the Property; provided however, so long as the Developer owns any lands subject to this Declaration, the Developer must also join and consent to any such change."

16. A new Article XIII shall be added to the Original Declaration as follows:

"XIII MASTER PLAN

The Developer intends to develop the Property and its adjoining lands in accordance with a Master Plan on file with the City of Boca Raton, Florida, but hereby reserves the right to modify the Master Plan (with respect to the Property and other lands included in the Master Plan) from time to time in its sole discretion and at its option. The Developer shall not be required to follow any predetermined order of improvement and development within the Master Plan or Property; and it may annex additional lands and develop them before completing the development of the Property. Notwithstanding any terms of the Declaration, or any other documents, brochures, plans, governmental filing or otherwise, the Developer hereby states that the Master Plan, as may be amended, represents only the Developer's present intention with respect to the development of the Property, and the Developer hereby reserves the right to modify the Master Plan, from time to time, including the number and type of Lots, uses and density and sizes and composition of the Common Property and/or Country Club Property and to withdraw Property from the scheme of this Declaration, at any time as it deems desirable, in its sole and absolute discretion, without the joinder and consent of the Association, any Owner, mortgagee, or other person or entity. Provided however, any withdrawal of Common Area shall require the consent of the City of Boca Raton, Florida."

17. A new article XIV shall be added to the Original Declaration applicable to the First Addition and those lands described on Exhibit B attached hereto as follows:

"XIV TRANSFER OF UNIMPROVED LAND

Section 1. Developer's Right Of First Refusal. No Lot located in the First Addition or those lands described in Exhibit D, and no interest thereon, upon which a dwelling has not been constructed (and a Certificate of Occupancy issued therefor) shall be sold or transferred unless and until the Owner of such Lot shall have first offered to sell such Lot to Developer in accordance with the provisions of this Article XIV, or Developer has waived, in writing, its right to purchase said Lot.

Section 2. Notice To Developer. Any Owner intending to make a bona fide sale of his Lot or any interest therein shall give to Developer notice of such intention, together with a fully executed copy of the proposed contract of sale (the "Proposed Contract"). Within thirty (30) days of receipt of such notice and Proposed Contract, Developer shall either exercise, or waive exercise of, its right of first refusal. If Developer elects to exercise its right of first refusal it shall, within thirty (30) days after receipt of such notice and information, deliver to the Owner an agreement to purchase the Lot upon the following terms:

A. The price to be paid, and the terms of payment, shall be that stated in the Proposed Contract.

B. The sale shall be closed within thirty (30) days after the delivery or making of said agreement to purchase.

If Developer shall fail to exercise or waive exercise of, its right of first refusal within thirty (30) days of receipt of such notice and the Proposed Contract, the Developer's right of first refusal shall be deemed to have been waived and Developer shall furnish a certificate of waiver as hereinafter provided.

Section 3. Certificate Of Waiver. If Developer shall elect to waive its right of first refusal, or shall fail to exercise said right within thirty (30) days of receipt of such notice and the Proposed Contract, Developer's waiver shall be evidenced by a certificate executed by Developer in recordable form which shall be delivered to the Proposed Contract purchaser and shall be recorded in the Public Records of Palm Beach County, Florida.

Section 4. Unauthorized Transactions. Any sale of a Lot, or any interest therein, upon which a dwelling has not been constructed (and a Certificate of Occupancy issued therefor), without notice to Developer and waiver of Developer's right of first refusal as aforesaid, shall be void.

Section 5. Exceptions. This Article XIV shall not apply to a transfer or sale by any bank, life insurance company, savings and loan association, savings bank, Resolution Trust Corporation as receiver or conservator for any of the foregoing, or real estate investment trust which acquires its title as a result of owning a mortgage upon the Lot concerned, and this shall be so whether the

title is acquired by deed from the mortgagor or its successors in title or through foreclosure proceedings; nor shall this Article XIV apply to a sale by any such institution which so acquires title. Neither shall this Article XIV require the waiver by Developer as to any transfer of title to a Lot at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

Section 6. Continuing Right. This Article XIV shall apply to each and every transfer of any given Lot until a certificate of occupancy has been issued for all dwellings capable of being placed thereon. Developer's waiver as to one transaction shall in no manner be deemed to be a waiver as to subsequent transactions with respect to the same Lot. Developer's waiver as to any particular Lot within a Parcel shall not be deemed a waiver as to any other Lot within such Parcel.

Section 7. Property Covered. Developer's right of first refusal, as provided and governed by this Article XIV, shall also apply to any and all portions of the Country Club, Common Area and any common area within a Parcel Association which may be offered for sale by the owner thereof, from time to time; provided that in the case of lands which are not suitable for construction of a dwelling, the right of first refusal herein reserved shall extend until such land has been improved (and a final certificate of occupancy issued therefor) for its reasonable purpose."

18. A new article XV shall be added to the Original Declaration as follows:

"XV CONDITIONS OF THE PROPERTY

Lakes, swales and waterbodies, whether man-made, altered or natural, are part of or contribute to the Surface Water Management System and are not designed as aesthetic features. Rainfall and groundwater elevations may affect the depth of waterbodies from dry to deep, and the maintenance of a particular water level is not the responsibility of the Association, Developer or owner(s) of the Country Club. Depths of lakes, swales and waterbodies may be deceiving. Due to design, construction, groundwater levels and other conditions, bottoms and embankments may vary in the angle of slope, with the resulting possibility of steep drop-offs to deep water levels.

Lakes, swales, waterbodies, preserve areas, undeveloped portions of the Property and conservation areas are the natural habitat of various species of Florida wildlife, including the alligator, that may be hostile to humans and domestic animals and property.

All Persons, Owners, mortgagees, owner(s) of the Country Club and

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all of their invitees and licensees and each other person having an interest in or lien upon, or making any use of, any portion of the Property (by virtue of accepting such interest or lien or making such uses) are hereby put on notice of these conditions of the Property, natural, altered and man-made, and, by entering the Property or acquiring any interest in any part of the Property, acknowledge the necessary existence of these conditions which, under certain circumstances, may be hazardous and assume the risk of injury or damage as a result thereof. Neither the Developer, the Association, any Parcel Association nor the owner(s) of the Country Club shall have a duty to protect anyone from the consequences of contact with these conditions. Each Owner by acceptance of a deed to any Lot acknowledges and knowingly assumes the risk of personal or property damage arising from conditions of the Property, whether natural, altered or man-made and each Owner hereby waives and releases Developer, the Association, any Parcel Association, the owner(s), operator(s) or lessee(s) of the Country Club, and any guest, employee, licensee, invitee, director, partner or officer or mortgages of any of such parties from any and all action, cause, suit, reckoning, claim or demand whatsoever, in law or in equity, as a result of property damage or personal injury to such Owner, Owner's guests, employees, licensees or invitees caused by conditions of the Property, whether natural, altered or man-made or any species of animal, reptile or other animate or inanimate object."

19. A new Article XVI is added to the Declaration as follows:

"XVI. EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to the maintenance upon the Common Area, the Association may provide exterior maintenance upon any structure on any Lot needing same in the Board's opinion, including paint, repair, replacement and care of gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements; provided, however, to the extent that such maintenance is provided by a Parcel Association for the area in which such Lot is located, such maintenance shall not be duplicated by the Association.

Section 2. Assessment of Cost. The cost of such exterior maintenance shall be assessed against the Lot upon which such maintenance is performed but shall not be considered a part of the annual assessment or charge, but be an Individual Assessment as provided in Article VIII of the Declaration and shall be charged and collected as provided therein, which shall include the right to lien the Lot as provided in Article VIII of the Declaration upon failure of the Owner of Lot to pay the Individual Assessment. "

20. A new Article XVII is added to the Original Declaration as

follows:

"XVII USE OF THE NAME WOODFIELD

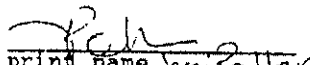
Due to the integrated nature of the Property, any mark, name or "logo" to be used by any Owner with respect to the Property or any part thereof, any improvements constructed thereon, or any sales or other materials or documentation related thereto shall be subject to Developer's prior written consent, which may be given or withheld in Developer's absolute and sole discretion and with or without cause and, if given, may be subject to such terms and conditions as Developer deems appropriate. Without limiting the foregoing, no Owner may use the mark, name or "logo" of "Woodfield" or any other mark, name or "logo" used by Developer at or in connection with the Woodfield community in any way whatsoever, including, but not limited to, any signage, advertising, sales material or commercial without the prior written consent of Developer (which may be given or withheld as aforesated). However, any Owner may identify such Owner's property in advertising, promotions, sales materials or commercials by reference to the property's location "at/in Woodfield" (subject, however, to such terms and conditions as Developer may impose in order to protect its trade names and service marks)."

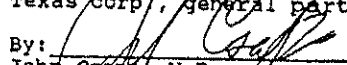
21. Invalidation of any one these covenants or restrictions or any part, clause or word of this Third Supplement, or the application thereof in specific circumstances, by judgment or court order, shall not affect any other provision or application in any other circumstance, all of which shall remain in full force and effect.

22. Except as modified and amended hereby the Declaration shall remain in full force and effect according to its terms. Upon recordation of this Third Supplement in the Public Records of Palm Beach County, Florida, this Third Supplement shall be and become a part of the Declaration.

IN WITNESS WHEREOF, WPL does set its hand on the date above first written by its duly authorized officer.

WITNESSES:


print Name John Crapp

Woodfield Partners Ltd., L.P., a Del.
limited partnership
BY: Woodfield Partners GP, Inc., a
Texas corp., general partner
By:  V. P.
John Crapp, V.P.
3600 Club Place
Boca Raton, Fl. 33496

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print name Stephen L. Harkin

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

The foregoing instrument was acknowledged before me this 17th
day of February, 1994, by John C. Cooper as
General Partner of Woodfield Partners GP, Inc., a Texas Corporation,
general partner of Woodfield Partners Ltd., L.P., a Delaware
Limited Partnership, who is personally known to me or produced
as identification and who did (did not) take an oath,
on behalf of the partnership.

My Commission Expires:

Notary Public [Signature]
Print Name Gwen Schuler
State of Florida at Large (Seal)

...wood\3supp.01
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MARCH 14, 1993
BONDED THRU HUCKLEBERRY & ASSOCIATES

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EXHIBIT A

FIRST ADDITION:

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 "WOODFIELD COUNTRY CLUB" as recorded in Plat Book 54, Page 79 of the Public Records of Palm Beach County, Florida; thence North 89°35'31" East along the North line of said "WOODFIELD COUNTRY CLUB", for 65.00 feet to the POINT OF BEGINNING of this description;

thence North 01°00'56" West along a line being 65.00 feet East of (as measured at right angles) and parallel with the West line of said Section 4, for 2469.38 feet, thence Easterly along the South line of the unrecorded 108.00 foot wide Right-Of-Way of Clint Moore Road the following seven courses; thence North 88°59'04" East, for 163.35 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" for 349.14 feet; thence North 80°27' 25" East, for 266.28 feet; thence Northeasterly along the arc of a tangent curve concave to the Southeast having a radius of 2237.83 feet and a central angle of 09°03'02", for 353.49 feet; thence North 89°30'27" East, for 1487.61 feet; thence North 89°34'01" East, for 2681.12 feet; thence Northeasterly along the arc of a tangent curve concave to the Southeast having a radius of 1146.00 feet and a central angle of 00°03'01", for 1.00 feet, thence South 01°29'56" East along the East line of the North one-half of said Section 4, same line also being the West line of the "SEASONS" as recorded in Plat Book 57, Page 161 of the said Public Records, for 2510.13 feet to the East one-quarter corner of said Section 4; thence South 00°16'42" West along the East line of the South one-half of said Section 4, same line also being the Northerly line of said "WOODFIELD COUNTRY CLUB", for 65.00 feet; thence Westerly along the Northerly lines of said "WOODFIELD COUNTRY CLUB" the following five courses; thence South 89°35'31" West, for 1019.61 feet; thence Northeasterly along the arc of a non-tangent curve concave to the Northwest having a radius of 1240.58 feet and a central angle of 04°52'05" (the radius point of said curve bears North 83°08'22" West from the arc beginning), same line also being the Easterly Right-Of-Way line of N.W. 36th Avenue as shown on said "WOODFIELD COUNTRY CLUB", for 105.40 feet; thence South 89°35'31" West, for 915.08 feet; thence South 66°35'31" West, for 268.72 feet; thence South 89°35'31" West, for 3148.18 feet to the POINT OF BEGINNING.

Containing 309.82 Acres, more or less.

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EXHIBIT B

Lots 1-9, 20-49 and 56-80 all of the Plat of Hamilton Place, according to the plat thereof, as recorded in Plat Book 58, Page 56, of the Public Records of Palm Beach County, Florida.

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RECORD VERIFIED DOROTHY H WILKEN
CLERK OF THE COURT - PB COUNTY, FL

JOINDER AND CONSENT OF MORTGAGEE

Resolution Trust Corporation, in its capacity as Receiver for City Savings, F.S.B and Ensign Federal Savings Bank ("Mortgagee") is the owner and holder of that certain mortgage dated December 21, 1993 between Woodfield Partners Ltd., L.P., a Delaware limited Partnership ("Mortgagor"), recorded in Official Records Book 8046 at Page 942 of the Public Records of Palm Beach County, Florida, and Mortgagee (the "Mortgage"). The First Addition, as described in the Third Supplement to Master Declaration of Covenants and Restrictions for Woodfield Country Club P.U.D. ("Third Supplement"), and certain other lands, are encumbered by the Mortgage. Mortgagee hereby consents to the making, execution and recording of the Third Supplement, to which this Joinder and Consent is attached.

It is understood and agreed that this Consent and Joinder of Mortgagee shall not affect any other real property or any other terms of the Mortgage and that, by consent to the provisions of the Third Supplement, Mortgagee does not undertake or assume any obligations or responsibilities of Mortgagor or any other person under said Third Supplement.

IN WITNESS WHEREOF, the Mortgagee has executed this Consent and Joinder this 16 day of February, 1994.

Witnesses

Resolution Trust Corporation, as
Receiver for City Savings,
F.S.B. and Ensign Federal
Savings Bank

[Signature]
print name John A. Cross

[Signature]
print name Dennis O. Henry

BY: [Signature]
Address: John L. Sullivan, as Director
of Aldrich, Eastman & Walch, L.P.,
Attorney-in-Fact for the Resolution
Trust Corporation, as Receiver for City
Savings, FSB and Ensign Federal Savings Bank
under a Limited Power of Attorney dated
February 16, 1994.

STATE OF Massachusetts)
COUNTY OF Suffolk) ss:

The foregoing instrument was acknowledged before me this 17 day of Feb., 1994 by John L. Sullivan of Resolution Trust Corporation, as Receiver for City Savings, F.S.B. and Ensign Federal Savings Bank, on behalf of said corporation, who is personally known to me or who has produced Driver's License or other form of identification and who did (did not) take an oath.

My Commission Expires:

2/5/99

[Signature]
NOTARY PUBLIC, STATE OF Massachusetts
John S. Mainis
[Print Name] Seal