

**SECOND AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
WYCLIFFE GOLF AND COUNTRY CLUB**

**TABLE OF CONTENTS**

		<u>Page</u>
ARTICLE 1- DEFINITIONS		2
(A)	Areas of Common Responsibility	2
(B)	Articles	2
(C)	Association	2
(D)	Base Assessment	2
(E)	Board of Directors	2
(F)	Builder	2
(G)	By-Laws	2
(H)	Class "A" Member	2
(I)	Class "B" Member	2
(J)	Common Expenses	3
(K)	Common Property	3
(L)	Community-Wide Standard	3
(M)	Conservation Area	3
(N)	Country Club	3
(O)	Country Club Property	3
(P)	Declaration	3
(Q)	Development Plan	3
(R)	District(s)	3
(S)	Exclusive Common Area	4
(T)	Improvements	4
(U)	Institutional Mortgagee	4
(V)	Management Agreement	4
(W)	Member	4
(X)	Modifications Committee	4
(Y)	Mortgage	4
(Z)(CC)	Mortgagee	4
(AA)(EE)	Owner	4
(BB)	Project	4
(CC)	Property	5
(DD)	Shared Cost Agreement	5
(EE)	Street	5
(FF)	District Assessment	5
(GG)	District Association	5
(HH)	District Declaration	5
(II)	District Expenses	5
(JJ)	Supplemental Declaration	5
(KK)	Unit	5
(LL)	Country Club Representative	6
(MM)	Water Management System	6

ARTICLE II - DEVELOPMENT CONCEPT	6
Section 1. Planned Residential Development	6
Section 2. Wycliffe Golf & Country Club	6
Section 3. The Association	7
ARTICLE III – PROPERTY SUBJECT TO THIS DECLARATION	7
Section 1. Property	7
Section 2. Additions	8
Section 3. Transfer or Assignment by Owners	8
ARTICLE IV – WYCLIFFE COMMUNITY ASSOCIATION	8
Section 1. Formation	8
Section 2. Membership	8
Section 3. Administration of the Association	9
Section 4. Voting	9
Section 5. Suspension of Membership Rights	10
ARTICLE V – COMMON PROPERTY	10
Section 1. Common Property	10
Section 2. Acquisition and Sale of Property	11
Section 3. Maintenance of Property	11
Section 4. Management Agent	11
Section 5. Rules and Regulations Governing Use of Common Property	11
Section 6. Traffic Regulations	12
Section 7. Enforcement of Restrictions	12
Section 8. Continual Maintenance	12
Section 9. Ownership	13
ARTICLE VI – MAINTENANCE RESERVE CONTINGENCY	13
Section 1. Authority	13
Section 2. Use of Contributions	13
ARTICLE VII – ASSESSMENTS	13
Section 1. Authority	13
Section 2. Base Assessments	13
Section 3. Computation and Collection of Base Assessments	14
Section 4. Special Assessment	14
Section 5. District Assessments	15
Section 6. Emergency Special Assessments	15
Section 7. Individual Assessments	15
Section 8. Covenant to Pay Assessments	16

Section 9.	Effect of Non-Payment of Assessments	16
Section 10.	Certificate of Assessments	17
Section 11.	Subordination to Lien of Mortgages	17
Section 12.	Acme Improvement District Assessments	18
Section 13.	Manchester Lakes Berm Assessments	18
ARTICLE VIII – MAINTENANCE		18
Section 1.	Association’s Responsibility	18
Section 2.	Owner’s Responsibility	20
Section 3.	District’s Responsibility	20
ARTICLE IX – EASEMENTS, COMMON PROPERTY, RIGHT OF ENTRY		21
Section 1.	Owners’ Easements of Enjoyment	21
Section 2.	Extent of Owners’ Easement	21
Section 3.	Grant and Reservation of Easements	21
Section 4.	Emergency Right of Entry	23
Section 5.	Additional Easements	23
Section 6.	Restriction on Owner Easements	24
ARTICLE X – CENTRAL CABLE TELECOMMUNICATIONS AND ELECTRONIC MONITORING SYSTEMS		24
Section 1.	Ownership and Use	24
Section 2.	Security Services	25
ARTICLE XI DISTRICTS		25
Section 1.	Certain Rights of Association Regarding Districts	25
Section 2.	Delegation	26
Section 3.	Cumulative Effect; Conflict	26
Section 4.	Assessments	26
ARTICLE XII– ARCHITECTURAL CONTROLS		26
Section 1.	Modifications Committee	27
Section 2.	No Waiver of Future Approvals	27
Section 3.	Variance	28
Section 4.	No Liability	28
Section 5.	Compliance	28
Section 6.	Club Approvals	28
Section 7	Expense of Approvals	29
ARTICLE XIII– CONSERVATION AREAS – RESTRICTIONS ON USE		29
ARTICLE XIV– USE RESTRICTIONS		29
Section 1.	Restrictions on Use of Units and Common Property	29
	(A) “Residential Use	29

	(B) Occupancy of Units	30
	(C) Leasing Restrictions	30
	(D) Pets	31
	(E) Recreational and Commercial Vehicles	32
	(F) Temporary Structures	32
	(G) Insurance	32
	(H) Nuisances	33
	(I) Antennae	33
	(J) Subdivision of Units	33
	(K) Removal of Trees	33
	(L) Artificial Vegetation	33
	(M) Signs	33
	(N) Easements	33
	(O) Clotheslines, Garbage Cans, Tanks	34
	(P) Storage Facilities, Tool Sheds, Garden Houses and Garages	34
	(Q) Utilities	34
	(R) Electronic Monitoring System Requirements	34
	(S) Bicycles	34
	(T) Golf Carts	34
	(U) Air Conditioning Units	35
	(V) Drainage	35
	(W) Firearms	35
	(X) Irrigation	35
	(Y) Mailboxes and Exterior Hardware	36
	(Z) On-Site Fuel Storage	36
	(AA) Playground, Play Equipment, Strollers	36
	(BB) Pools	37
	(CC) Utility Lines	37
	(DD) Walls and Fencing	37
	(EE) Wetlands, Lakes and Water Bodies	37
	(FF) Hurricane Shutters	37
	(GG) Energy Conservation Equipment	38
	(HH) Casualty Destruction to Improvements	38
Section 2.	Rules and Regulations	38
	(A) Pets	38
	(B) Recreational Activities	38
	(C) Children and Pets, etc.	39
	(D) Exterior Work	39
	(E) Unit Occupancy	39
	(F) Guest Registration	39
	(G) Interior Window Treatments	39
	(H) Speed Limits and Traffic Signs	39
Section 3.	Exculpations and Approvals	39
Section 4.	Additional Protective Covenants; Enforcement	39
ARTICLE XV – INDEMNIFICATION OF OFFICERS, DIRECTORS AND MEMBERS OF THE		40

## MODIFICATION COMMITTEE

ARTICLE XVI – INSURANCE	40
Section 1. Authority to Purchase; Named Insured	40
Section 2. Coverage	
(A) Casualty Insurance	41
(B) Public Liability Insurance	41
(C) Workers’ Compensation Insurance	41
(D) Flood Insurance	41
(E) Other Insurance	41
(F) Subrogation Waiver	41
Section 3. Premiums	41
Section 4. Shares of Proceeds	42
Section 5. Distribution of Proceeds	42
(A) Reconstruction of Repair	42
(B) Failure to Reconstruct or Repair	42
(C) Certificate	42
Section 6. Association’s Power to Compromise Claims	42
ARTICLE XVII – RECONSTRUCTION OR REPAIR AFTER CASUALTY	42
Section 1. Determination to Reconstruct or Repair	42
(A) Common Property	43
(B) Areas of Responsibility	43
Section 2. Plans and Specifications	43
Section 3. Estimates of Costs	43
Section 4. Special Assessments	43
Section 5. Construction Funds	43
ARTICLE XVIII – GENERAL PROVISIONS	44
Section 1. Duration and Remedies for Violation	44
Section 2. Compliance With Applicable Laws	44
Section 3. Notice	44
Section 4. Severability	44
Section 5. Amendment	44
Section 6. Litigation	45
Section 7. Right of Class “B” Member to Disapprove Actions	45
Section 8. Sanctions	46
Section 9. Dissolution of Association	46
Section 10. Priority of Documents	46
Section 11. Venue	46
Section 12. Usage	46
Section 13. Effective Date	46

**SECOND AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
WYCLIFFE GOLF & COUNTRY CLUB**

This **SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WYCLIFFE GOLF & COUNTRY CLUB** made and executed this \_\_\_\_ day of \_\_\_\_\_ May, 2012 by WYCLIFFE COMMUNITY ASSOCIATION, INC., a Florida corporation not-for-profit (the "Association").

**WITNESSETH:**

**WHEREAS**, there was executed a certain Declaration of Covenants, Conditions and Restrictions for Wycliffe Golf & Country Club, dated February 28, 1989, which was recorded in the Public Records of Palm Beach County, Florida in Official Records Book 6022 at Page 426, which was amended by Amendment to Declaration of Covenants and Restrictions for Wycliffe Golf & Country Club, dated May 10, 1989 and recorded in said Public Records in Official Records Book 6061 at Page 1203 and by Second Amendment to Declaration of Covenants, Conditions and Restrictions for Wycliffe Golf and Country Club, dated December 17, 1990 and recorded in said Public Records in Official Records Book 6693 at Page 292 (collectively, the "Original Master Declaration"); which Original Master Declaration was further amended and restated as the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Wycliffe Country Club ("Amended and Restated Original Master Declaration") and recorded in Official Records Book 8848, at Page 513, in the Public Records of Palm Beach County, Florida; and

**WHEREAS**, it was intended to establish a general plan and uniform scheme of development and improvement of the property legally described on Exhibit "A" and Exhibit "B" attached hereto and in the Supplemental Declaration recorded in Official Records Book 10149, Page 1859, in the Public Records of Palm Beach County, Florida (referred to herein sometimes as "WYCLIFFE" or the "Property") as a planned residential community consisting of residential districts; common properties comprised of, among other things, roads, entranceways, water areas, preserve areas and open and landscape areas; and a Country Club reserved for use by the members thereof; and

**WHEREAS**, the Association intends to provide for the preservation and enhancement of property values and amenities within WYCLIFFE and to establish a method for the administration, maintenance, preservation, use and enjoyment of WYCLIFFE, and to that end subjects the Property to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions set forth in this Second Amended and Restated Original Master Declaration; and

**WHEREAS**, the Association has been or will be delegated and assigned certain powers and duties of operation, administration, maintenance and repair of portions of WYCLIFFE so that the Association can enforce and carry out the purposes and intent of the Original Master Declaration and the requirements of Palm Beach County, Florida (hereinafter sometimes referred to as the "County") or other governmental authorities in connection with the Property; and

**NOW, THEREFORE**, the Association, by approval pursuant to Article XVIII, Section 5 of the Amended and Restated Original Master Declaration hereby declares that all of the terms and provisions of the Amended and Restated Original Master Declaration be and the same hereby are superseded and amended and restated as follows:

## **ARTICLE I DEFINITIONS**

The following terms, as used in this Declaration, shall have the following meanings:

- (A) Areas of Common Responsibility shall mean and refer to the Common Property, together with those areas, if any, which by the terms of this Declaration, the resolution of the Board or by contract or agreement between the Association and any District, the Country Club or governmental or quasi-governmental agency or authority, become the responsibility of the Association. The office of any property manager employed by or contracting with the Association, if located on the Property, any public rights-of-way, medians, canals, irrigation systems, and drainage pipes and pumps within or adjacent to the Property, may be part of the Area of Common Responsibility.
- (B) Articles shall mean and refer to the Amended and Restated Articles of Incorporation of the Association, as the same may be amended from time to time.
- (C) Association shall mean and refer to WYCLIFFE COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.
- (D) Base Assessment shall mean and refer to the operating funds of the Association that are utilized for the general benefit of all Unit Owners and which are assessed equally against all Unit Owners within the Property and refers to those charges against each Unit made by the Association from time to time, for the purposes and subject to the terms, set forth herein.
- (E) Board of Directors shall mean and refer to the governing body of the Association.
- (F) Builder shall mean and refer to any individual(s) or entity which shall acquire a unit within the Property for the purpose of development and sale.
- (G) By-Laws shall mean and refer to the Amended and Restated By-Laws of the Association, as the same may be amended from time to time.
- (H) Class "A" Member shall mean and refer to each Owner with the exception of the Class B Member, if any.
- (I) Class "B" Member shall mean and refer to the fee simple title holder(s) to the Country Club Property.

- (J) Common Expenses shall mean and refer to all actual and estimated expenses incurred or to be incurred by the Association in connection with its ownership, maintenance and other obligations set forth herein, including any reasonable reserves for deferred maintenance, repairs or replacements.
- (K) Common Property shall mean and refer to all portions of the Property which are intended for the common use and enjoyment of the Owners, and which are identified and dedicated to the Association on any recorded subdivision plat or replat of the Property or conveyed to the Association by deed or otherwise identified herein or in any Supplemental Declaration, together with any Improvements thereon and any personal property owned by the Association. The Common Property is not "condominium property" as that term is defined in Chapter 718, Florida Statutes, or otherwise.
- (L) Community-Wide Standard shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Property. Such standard may be more specifically determined by the Board of Directors and the Modifications Committee from time to time.
- (M) Conservation Area shall mean the areas designated as littoral zones, conservation areas and water management tracts on the plats or replats of the Property filed from time to time in the Public Records of Palm Beach County, Florida
- (N) Country Club shall mean and refer to WYCLIFFE GOLF AND COUNTRY CLUB, INC., a Florida corporation not-for-profit.
- (O) Country Club Property shall mean and refer to the land and recreational facilities comprising a portion of WYCLIFFE which is privately owned, including, but not limited to, a clubhouse, private golf courses, tennis courts and other related and supporting facilities and improvements and which is commonly known as "Wycliffe Golf & Country Club."
- (P) Declaration shall mean and refer to this instrument, and all exhibits hereto, as it may be amended from time to time.
- (Q) Development Plan shall mean and refer to the graphic representation of the proposed plan for the development of the property described in Exhibit "A", as the same may be amended, a copy of which is attached hereto as Exhibit "C" and made a part hereof.
- (R) Districts(s) shall mean and refer to all residential Units in which Owners may have common interests other than those common to all Members, such as a common theme, entry feature, development name, and/or common areas and facilities which are not available for use by all Members. There are currently thirteen (13) separate homeowner's associations, one (1) District that does not have a separate homeowner's association (i.e. Exeter) and the Country Club, each comprising a District within the property described on the Development Plan. Where the context permits or requires, the term District shall



also refer to the District Association having jurisdiction over the Property within the District.

- (S) Exclusive Common Area shall mean and refer to certain portions of the Common Property, including any Improvements thereon, which are for the exclusive or primary use and benefit of one or more, but less than all, Districts. All costs associated with maintenance, repair, replacement and insurance of Exclusive Common Areas shall be assessed against the Owners' Units in only those Districts which are benefited thereby as a District Assessment, as defined herein.
- (T) Improvements shall mean and refer to all structures of any kind, including, without limitation, any building, fence, wall, sign, paving, grading, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, landscaping or landscape device or object.
- (U) Institutional Mortgagee shall mean and refer to a bank, bank holding company, or subsidiary thereof, trust company or subsidiary thereof, savings and loan association, insurance company, union pension fund, mortgage company, agency of the United States Government, which holds a first mortgage of public record on any Unit.
- (V) Management Agreement shall mean and refer to a contract for management of the Property entered into between the Association and such other entity as is selected by the Association, in its sole and absolute discretion.
- (W) Member shall mean and refer to a Class "A" Member and a Class "B" Member of the Association.
- (X) Modifications Committee shall mean and refer to that committee of the Association having exclusive jurisdiction over modifications, additions, or alterations made on or to existing Units or structures containing Units and the open space, if any, appurtenant thereto.
- (Y) Mortgage shall mean and refer to a permanent or construction mortgage or any other form of security deed affecting a portion of the Property.
- (Z) Mortgagee shall mean and refer to a beneficiary or holder of a Mortgage.
- (AA) Owner shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit, but excluding any Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (BB) Project shall mean and refer to that residential' golf course community developed and located on the real property identified in Exhibit "A" hereto and known as WYCLIFFE GOLF & COUNTRY CLUB.

- (CC) Property shall mean and refer to that real property described in Exhibit "A" attached hereto and made a part hereof, which is subject to the covenants, reservations, restrictions, easements, assessments and other provisions set forth within this Declaration, together with such additional property subjected to this Declaration by Supplemental Declaration recorded in Official Records Book 10149, Page 1859, in the Public Records of Palm Beach County, Florida.
- (DD) Shared Cost Agreement shall mean and refer to any agreement executed by the Association and the owner of the Country Club Property for the maintenance and cost allocation of certain properties and Improvements.
- (EE) Street shall mean and refer to any street, highway, or other thoroughfare which is constructed within the Project and is dedicated or conveyed to the Association, whether same is dedicated as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, walk or other similar designation.
- (FF) District Assessment shall mean and refer to assessments levied against the Units in a particular District to fund District Expenses.
- (GG) District Association shall mean and refer to any legal form of association of owners, other than the Association, formed to be responsible for the maintenance and governance of all services and properties within a particular District.
- (HH) District Declaration shall mean and refer to the declaration of covenants, conditions and restrictions, as the same may be amended from time to time, which shall govern a particular District.
- (II) District Expenses shall mean and refer to the actual and estimated expenses incurred by the Association primarily for the benefit of Owners of Units within a particular District, which may include a reasonable reserve for capital repairs and replacements, all as may be specifically authorized from time to time by the Board of Directors and as more particularly authorized herein.
- (JJ) Supplemental Declaration shall mean and refer to an amendment or supplement to this Declaration which subjects additional property to this Declaration, or imposes, expressly or by reference, additional restrictions and obligations on the land described therein, or both, or which otherwise amends the terms and provisions hereof.
- (KK) Unit shall mean and refer to a portion of the Property, whether developed or undeveloped, intended for development, use and occupancy as an attached or detached residence for a single family, including rental apartments, and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) condominium units, townhouse units, duplexes, cluster homes, patio or zero lot line homes, single family detached houses on separately platted lots, rental apartments contained within apartment buildings or complexes, and vacant land intended for development as the above uses, all as may be developed, used and defined as herein

provided, or as provided in Supplemental Declarations covering all or a part of the Property. The term "Unit" shall include all portions of the lot Owned by an Owner as well as the structure or structures thereon.

In the case of an apartment building or other structure which contains multiple dwellings, each dwelling shall be deemed to be a separate Unit.

(LL) Country Club Representative shall mean and refer to the Director designated by the Class B Member to exercise the votes of the Country Club Property for amending this Declaration or the By-Laws and in all other matters provided for in this Declaration and the By-Laws requiring a vote of the Members. The Country Club Representative, or his or her alternate, shall be entitled to cast twenty-five (25) votes with respect to Association matters requiring membership vote, unless specified otherwise in this Declaration, the Articles of Incorporation or the By-Laws.

(MM) Water Management System shall mean and refer to those lakes, canals, designated conservation, preserve and wetland areas, drainage pipes and pumps and other facilities located within the Property which are to be used for drainage of the Property.

## **ARTICLE II DEVELOPMENT CONCEPT**

### **Section 1. Planned Residential Development.**

The Property described in Exhibit "A" and Exhibit "B" attached hereto and in the Supplemental Declaration recorded in Official Records Book 10149, Page 1859, in the Public Records of Palm Beach County, Florida has been developed as a multi-staged, planned residential development.

The Units are located in Districts. Each District may be governed and administrated by a District Association in accordance with this Declaration and in accordance with a District Declaration.

### **Section 2. Wycliffe Golf & Country Club.**

(A) Wycliffe Golf & Country Club exists on a portion of the Property.

(B) Except for Owners within WYCLIFFE who had contracted in writing to purchase or who owned Units prior to December 17, 2004, Membership in the Country Club is mandatory and shall be required by all Owners within WYCLIFFE who acquire fee simple title to any Unit.

(C) Membership in the Country Club may also be made available to individuals who are not Owners within WYCLIFFE. Terms of memberships and operations of the Country Club will be determined from time to time by the owner of the Country Club Property and governed by separate documents.

(D) Notwithstanding Section 2(B) of this Article, the holder of an Institutional Mortgage acquiring title to a Unit as a result of foreclosing its Institutional Mortgage or receiving a deed in lieu of foreclosure shall not be required to become a member of the Country Club; provided, however, the purchaser of a Unit from such a holder, where the seller has acquired title to a Unit as a result of foreclosing its Institutional Mortgage on the Unit, or receiving a deed in lieu of foreclosure, shall be subject to the requirement of becoming a member of the Country Club and complying with Section 2(B) of this Article. For the purposes of this paragraph, an Institutional Mortgage is deemed to be a mortgage funded by a Federal or state-chartered bank or credit union insured through the FDIC or the NCUA, or any assignee of the foregoing that is Federally or state licensed as a mortgage broker or lender, and is in good standing under applicable regulations.

(E) Notwithstanding Section 2(B) of this Article, if the Association or a District Association acquires title to a Unit as a result of foreclosing its lien or receiving a deed in lieu of foreclosure, the Association or the District Association shall not be subject to the requirement of becoming a member of the Country Club; provided, however, the purchaser of the Unit from the Association or the District Association shall be subject to the requirement of becoming a member of the Country Club and complying with Section 2(B) of this Article.

(F) PUBLIC SALE. A purchaser who acquires title to a Unit at a duly authorized public sale conducted by the clerk of the court, sheriff, or country tax collector, with open bidding provided by law (e.g. execution sale, foreclosure sale, judicial sale, tax sale), shall be subject to the requirement of becoming a member of the Country Club and complying with Section 2(B) of this Article.

### **Section 3.     The Association.**

The Association was formed to maintain and operate the Common Property and the Exclusive Common Areas for the benefit of the Members. The Association shall assess each Unit various charges as more specifically described hereinafter, for the purpose of funding the obligations of the Association. The Association shall be responsible for the maintenance of the Common Property and Exclusive Common Areas, and shall also be responsible for enforcement of all of the restrictions and other terms set forth in this Declaration, as well as the rules and regulations established by the Association. In this regard, the Association shall be authorized to enter into one or more Shared Cost Agreements. The restrictions and other terms set forth in this Declaration shall also be enforceable by the Owners among themselves subject to the powers of Association and its right to approve exceptions or variations, as herein provided.

The Association is not a condominium association and, therefore, shall not be affected by the provisions of Chapter 718, Florida Statutes.

## **ARTICLE III PROPERTY SUBJECT TO THIS DECLARATION**

### **Section 1.     Property.**

The Property shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

**Section 2. Additions.**

The Association may subject additional property to this Declaration and the jurisdiction of the Association. Such action shall require the affirmative votes of a majority of the total voting interests of the Association.

**Section 3. Transfer or Assignment by Owners.**

Every Owner shall have a right and easement of enjoyment in and to the Common Property, subject to this Declaration, to any restrictions or limitations contained in any deed conveying to the Association such property and the rules and regulations of the Association. Any Owner may delegate his or her right of enjoyment to the members of his or her family, tenants and social invitees subject to reasonable regulation by the Board of Directors and in accordance with procedures it may adopt from time to time.

**ARTICLE IV  
WYCLIFFE COMMUNITY ASSOCIATION, INC.**

**Section 1. Formation.**

The formation of the Association has been caused by the filing of the Articles in the office of the Secretary of State of Florida. The purposes and powers of the Association shall be all of the purposes and powers set forth in this Declaration and in the Articles and By-Laws of the Association. The Association shall be responsible for the execution, performance, administration and enforcement of all the terms and conditions of this Declaration. If there is a conflict between the terms and conditions set forth in this Declaration, the Articles or By-Laws, the conflict shall be resolved in favor of the terms and conditions as provided in this Declaration.

**Section 2. Membership.**

A person or entity shall become a Member of the Association upon acquisition of fee simple title to any Unit in WYCLIFFE by filing a deed in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, evidencing such ownership. The fee simple title holder to the Country Club Property shall also be a Member of the Association. Membership shall continue until such time as the Member transfers or conveys his interest of record or the interest is transferred and conveyed by operation of law. If title to a Unit is held by more than one person, each person shall be a Member of the Association, but no Unit shall be entitled to more than one (1) vote. Membership shall be appurtenant to and may not be separated from ownership of any Unit. No person or entity holding an interest of any type or nature whatsoever in a Unit only as the security for performance of an obligation shall be a Member of the Association.

**Section 3. Administration of the Association.**

The affairs of the Association shall be administered by the Board of Directors in accordance with this Declaration and the Articles and By-Laws of the Association. The Articles and By-Laws may be amended in the manner set forth therein; provided however, that no such amendment shall conflict with the terms of this Declaration; and provided further that no amendment, alteration or rescission: may be made which affects the rights or privileges of any Institutional Mortgagee, without the express prior written consent of the Institutional Mortgagee so affected. Any attempt to amend the Articles or By-Laws contrary to these prohibitions shall be of no force or effect.

**Section 4. Voting.**

(A) Class "A" Members shall be entitled to one (1) equal vote for each Unit or each Unit and contiguous lots containing one (1) single-family home if located in a detached single-family home development, owned by such Member, as to matters on which the membership is entitled to vote, which vote may be exercised or cast by the Member in such manner as may be provided in the By-Laws. There shall be only one (1) vote per Unit. Should any Member own more than one (1) Unit, such Member shall be entitled to exercise or cast one (1) vote for each such Unit unless such Units are contiguous lots on which there exists one (1) single-family residential dwelling. When more than one (1) person holds the ownership interest required by Section 2 above for membership, all such persons shall be Members and the vote of such Unit shall be exercised as they, among themselves, determine; provided, however, that in no event shall more than one (1) vote be cast with respect to each Unit. With respect to each Unit owned by other than a natural person or persons, the Member shall file with the Secretary of the Association a notice, designating the name of an individual who shall be authorized to cast the vote of such Member. In the absence of such designation, the Owner shall not be entitled to vote on any matters coming before the membership.

Any Owner of Units which are leased may, in the lease or other written instrument, assign the voting rights pertinent to that Unit to the lessee provided that a copy of such instrument is furnished to the Secretary of the Association prior to any meeting. Such an assignment shall entitle the lessee to exercise the vote for the Unit only in situations where an Owner is entitled to personally exercise the vote for his or her Unit.

(B) The Country Club Representative shall be entitled to cast twenty-five (25) votes with respect to Association matters requiring membership vote, unless specified otherwise in this Declaration, the Articles of Incorporation or the By-Laws. The Class "B" Member shall designate the Country Club Representative by filing written notice of such designation with the Secretary of the Association. The Country Club Representative may cast all votes of the Class "B" Member, as he or she, in his or her sole discretion, deems appropriate.

(C) Every Unit shall be located within a District as defined herein. The Unit within a particular District may be subject to additional covenants and/or the Unit Owners may be members of another homeowners association (i.e., District Association) in addition to the Association, but no such District Association shall be required except in the case of (i) a condominium; or (ii) a

District requiring maintenance of Exclusive Common Areas other than streets, landscaping, street lights, signs, entry features, pools, sprinklers, walks and other common area facilities and improvements which the Board of Directors, in its sole discretion, agrees to maintain. By way of illustration and not limitation, any District requiring exterior or roof maintenance of the Units constructed therein shall be required to form a District Association. Any District which does not have a District Association shall elect a District Committee as described in Article V, Section 3, of the By-Laws, to represent the interests of Owners of Units in such District.

Subject to the exceptions set forth above, each District Association or Committee, upon the affirmative vote, written consent, or a combination thereof, of a majority of Owners within the District, may request that the Association provide a higher level of service or special services for the benefit of Units in such District, the cost of which shall be assessed against each Unit in the District as a District Assessment pursuant to Article VII.

The Board of Directors shall be comprised of one (1) director from each District and one (1) director to be elected solely by the Class "B" Member, said director also serving as the Country Club Representative.

All annual meetings of the District Associations or Committees shall be held within the same month each year, which shall be within the month prior to the annual meeting of the Association.

**Section 5. Suspension of Membership Rights.**

No Member shall have any vested right, interest or privilege in or to the assets, functions, affairs or franchises of the Association, or any right, interest or privilege which may be transferable, or which shall continue after his membership ceases, or while he not in good standing. A Member shall be considered "not in good standing" during any period of time in which he is delinquent more than 90 days in the payment of any monetary obligation to the Association, or in violation of any provision of this Declaration, or of any rules or regulations promulgated by the Association. While not in good standing, the Member shall not be entitled to vote and the Member's rights, along with the rights of the Member's tenants, guests, or invitees or both, to use the Common Property and facilities may be suspended to the extent permitted by law.

**ARTICLE V  
COMMON PROPERTY**

**Section 1. Common Property.**

The Common Property is intended for the use and benefit of the Members of the Association and their guests, licensees and invitees. The Association is responsible for the management, maintenance and operation of the Common Property and Areas of Common Responsibility, notwithstanding the manner in which fee simple title to the Common Property may be held. Common Property is not public property.

**Section 2. Acquisition and Sale of Property,**

The Association shall have the power and authority to acquire such interests in real and personal property as it may deem beneficial to its Members, subject to the provisions of Article III, Section 2 of this Declaration. Such interests may include fee simple or other absolute ownership interests, leaseholds, or such other possessory use interests as the Association may determine to be beneficial to its Members. Any property acquired pursuant to this Section shall be Common Property.

**Section 3. Maintenance of Property.**

The Association shall, either by virtue of the appointment of a real estate management agent, or through its own personnel, be responsible for the maintenance, ownership, control and repair of the Common Property, including the Exclusive Common Area, and the Areas of Common Responsibility (except as otherwise set forth herein). Common Property shall be kept, maintained and used in accordance with the terms of this Declaration, any rules and regulations promulgated by the Board of Directors and any plat recorded in the County. Specifically, the property the Association shall maintain and be responsible for shall include, but not be limited to:

(A) The entrance areas of the Project, including the guard house, shrubbery, signs, street lights, walks, sprinklers and other Improvements located upon the Common Property on or about the entrance area, including all dedicated right-of-way(s) contiguous and/or adjacent to the Project.

(B) The Streets and other areas of Improvements related thereto within the Project, including, but not limited to, signs, street lights, walks, sprinklers and other Improvements.

(C) The gates, walls, streetlights, fences and hedges located within or around the perimeter of the Project.

(D) All other property, facilities, Improvements or equipment which the Board of Directors shall determine would properly serve and benefit the Members of the Association or certain District(s), including any property which is the maintenance responsibility of the Association pursuant to any Shared Cost Agreement.

**Section 4. Management Agent.**

The Association may hire such employees or vendors, including but not limited to: managers, attorneys, accountants, bookkeepers, gardeners, security guards and laborers, as the Association may deem necessary in order to maintain the property described in this Article.

**Section 5. Rules and Regulations Governing Use of Common Property.**

The Association, through its Board of Directors, shall regulate the use of the Common Property by its Members, and their guests, licensees and invitees and may from time to time promulgate



such rules and regulations as are consistent with this Declaration, governing the use thereof as it may deem to be in the best interests of its Members. A copy of all rules and regulations established hereunder and any amendments thereto shall be made available to all Members at the Association office. Such rules and regulations may be enforced by legal or equitable action.

**Section 6. Traffic Regulations.**

The Association, through its Board of Directors, shall have the right to post motor vehicle speed limits throughout the Project, and to promulgate traffic regulations (the speed limits and traffic regulations are collectively referred to herein as the "Traffic Regulations") for use of the Streets. A copy of the Traffic Regulations established hereunder and any amendments thereto shall be made available to all Members at the office of the Association. The Association, through its Board of Directors, shall also have the right to establish enforcement mechanisms for violation of the Traffic Regulations, including without limitation, the removal of vehicles from the Property, and the suspension of an Owner's rights and easements of enjoyment, as provided herein below. Those who violate the Traffic Regulations shall be entitled to notice and a hearing before the Board of Directors, prior to the removal of any vehicle, the deprivation of any rights, or the enforcement of any other penalty for violation of the Traffic Regulations.

**Section 7. Enforcement of Restrictions.**

The Association through its Board of Directors and officers shall have the authority to enforce restrictions imposed by this Declaration, the Traffic Regulations and any other rules and regulations promulgated by the Board of Directors, in any manner provided by law and/or equity. As the remedy at law for any breach of any of the terms of this Declaration, the Traffic Regulations and any other rules and regulations promulgated by the Board of Directors may be inadequate, the Association shall have a right of temporary and permanent injunctive and other equitable relief which may be granted in any proceeding which may be brought to enforce any provision thereof, including within such other equitable relief, specific performance, without the necessity of proof of actual damage or inadequacy of any legal remedy.

**Section 8. Continual Maintenance.**

In the event of a permanent dissolution of the Association, title to the Common Property shall be first offered to the successor association (to be a not-for-profit corporation) and, if not accepted by the successor association, then to any applicable governmental agency. In no instance shall Palm Beach County, Florida be obligated to accept any dedication offered to it by the Members of the Association pursuant to this Section, but Palm Beach County, Florida may accept such dedication and any such acceptance by the County must be made by formal resolution of the then empowered Board of County Commissioners. If no governmental agency accepts the Common Property, then the Members shall immediately thereupon be required to form a successor association (to be a not-for-profit corporation) to hold title to the Common Property and provide for the continued maintenance and upkeep thereof.

**Section 9. Ownership.**

The Association shall have record fee simple title to the Common Property subject to matters of survey and to restrictions, limitations, conditions, reservations and easements of record.

**ARTICLE VI  
MAINTENANCE RESERVE CONTINGENCY**

**Section 1. Authority.**

The Association, through its Board of Directors, shall have the power and authority to make and collect a maintenance reserve contribution to be collected at the closing of the sale and resale of each Unit to a third party user. No Unit shall be closed without collection of such contribution, if assessed.

**Section 2. Use of Contributions.**

The maintenance reserve contributions shall be used for repair, replacement and maintenance of Common Property for which Reserves as provided in Article VII, Section 2 are either not available or have been depleted, for shortages in insurance premiums, casualty repair and replacement, and major or unexpected landscape replacement or upgrade in excess of insurance proceeds, and like items as shall be determined by the Board of Directors, in its sole discretion.

**ARTICLE VII  
ASSESSMENTS**

**Section 1. Authority.**

The Association, through its Board of Directors, shall have the power and authority to make and collect Assessments as hereinafter set forth.

**Section 2. Base Assessments.**

Base Assessments shall be determined annually for the purpose of maintenance and management of the Association, the Common Property, and for the benefit of the Owners. Maintenance and management expenses referred to herein include, but are not limited to, the cost and expense of: operation, maintenance and management of the Association, the Common Property, and the Areas of Common Responsibility; property taxes and assessments against the Common Property; drainage assessments, taxes, fees and other duly adopted charges to Acme Improvement District for drainage of the Associations' internal drainage system; insurance coverage for the Common Property; legal and accounting fees; maintenance of the Streets; management fees; guard services; normal repairs and replacements; charges for utilities used upon the Common Property; cleaning services; expenses and liabilities incurred by the Association in the enforcement of its

rights and duties against Members or others; the creation of reasonable reserves for capital expenditures and deferred maintenance of depreciable items ("Reserves"), including but not limited to roof replacement, building painting, air conditioner compressors, plumbing and wiring of the Common Property facilities, pavement resurfacing, swimming pools and the like; and all other expenses deemed by the Board of Directors to be necessary and proper for management, maintenance, repair, operation and enforcement.

**Section 3. Computation and Collection of Base Assessments.**

The Association shall annually estimate the expenses it expects to incur and the period of time involved therein and assess its Members sufficient monies to meet this estimate. All Units shall be assessed at a uniform rate to be determined by the Association so that all Units subject to a Base Assessment shall be assessed equally. The Class "B" Member shall be assessed at a rate of twenty five (25) Base Assessments for the Country Club Property. Except as provided in Section 5 below, District Assessments shall be levied equally on all Units within the District for whose benefit District Expenses are incurred as provided in Section 5 below. Should the Association at any time determine that the assessments made are not sufficient to pay the expenses, the Board of Directors shall have authority to levy and collect additional Base Assessments to meet such needs. Base Assessments shall be collectible in advance monthly, quarterly, semi-annually or annually, as the Board of Directors shall determine. A Base Assessment shall be considered delinquent if not paid by the due date.

**Section 4. Special Assessment.**

The Association may levy a special assessment ("Special Assessment") against each Member for any of the following purposes: the acquisition of property by the Association; defraying the cost of construction of capital improvements to the Common Property; the cost of construction, reconstruction, unexpected repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto. All Special Assessments shall be at a uniform amount for each Unit. The Class "B" Member shall be assessed in the same manner as for the Base Assessment. A Special Assessment shall be collectible in such manner as the Board of Directors shall determine. When Special Assessments in any fiscal year, other than for required maintenance, repairs or emergencies, exceed the aggregate of FIVE HUNDRED (\$500.00) DOLLARS per Unit (said cap subject to annual increases equivalent to the increase in the Consumer Price Index (All Urban Consumers) from the effective date of this amendment, it shall require the approval of a majority of the membership of the Association present at the meeting, to be obtained at a duly convened regular or special meeting at which a quorum exists. Notwithstanding anything to the contrary herein contained, it is recognized and declared that any Special Assessment shall be in addition to and not part of any Base Assessment, and that any such Special Assessment assessed against Members shall be paid by such Member in addition to any regular Base Assessments. Special Assessments shall be paid in such installments or in a lump sum as the Board of Directors shall, from time to time, determine. For purposes of this section, "emergencies" is defined as any situation where there is substantial danger to persons or property.

**Section 5. District Assessments.**

The Board of Directors, at least sixty (60) days before the beginning of each fiscal year, shall prepare a separate budget covering the estimated expenses to be incurred by the Association for each District during the coming year. The Board of Directors shall be entitled to set such budget only to the extent that this Declaration or the By-Laws specifically authorize the Board of Directors to assess certain costs as a District Assessment. The District Association or Committee for each District may request that additional services or a higher level of services be provided by the Association and, in such case, any additional costs shall be added to such budget. Such budget may include a capital contribution establishing a Reserve fund for repair and replacement of depreciable items within the District as appropriate. District Expenses shall be allocated equally among all Units within the District benefited thereby and levied as a District Assessment. The Board of Directors shall cause a copy of such budget and notice of the amount of the Assessment to be levied on each Unit in the District for the coming year to be delivered to each Owner of a Unit in the District at least thirty (30) days prior to the beginning of the fiscal year. Such budget and assessment shall become effective unless disapproved by sixty-six and two-thirds percent (66-2/3%) of the Owners of Units in the District to which the District Assessment applies; provided, there shall be no obligation to call a meeting for the purpose of considering the budget except on petition of Owners of at least thirty percent (30%) of the Units in such District. Meetings of the District Committees, if called, shall be conducted in accordance with Article V, Section 3 of the By-Laws.

In the event the proposed budget for any District is disapproved or the Board of Directors fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

**Section 6. Emergency Special Assessments.**

The Board of Directors may levy an emergency Special Assessment ("Emergency Special Assessment") when, in its sole determination, there is potential danger of damage to persons or property. Such assessments may be utilized to pay for preventative, protective or remedial construction, reconstruction, improvements, repairs or replacements. Events justifying Emergency Special Assessments include, but are not limited to, hurricanes, floods and fires. Emergency Special Assessments may also be levied for roof, plumbing or structural repairs. Emergency Special Assessments shall be collectible in such manner as the Board of Directors shall determine.

**Section 7. Individual Assessments.**

The Association may levy and collect an individual assessment ("Individual Assessment") against a particular Unit for the cost of maintenance, repairs or replacements, within or without the Unit which the Owner thereof has failed to perform and which failure or refusal to perform has in the opinion of the Association, endangered or impaired the use, value or appearance of the Property. The Association has a right of entry onto each Unit to perform necessary maintenance, repairs or replacements, including the right to abate or eliminate any nuisance. This Individual

Assessment shall include an administrative fee charged by the Association in an amount to be determined, from time to time, by the Board of Directors in its discretion. All Individual Assessments shall be collectible in such manner as the Association shall determine.

**Section 8. Covenant to Pay Assessments.**

In order to fulfill the terms, provisions, covenants and conditions contained in this Article and this Declaration, and to maintain, operate, preserve and improve the Association's Common Property, Areas of Common Responsibility and areas covered by Shared Cost Agreements for the recreation, use and benefit of the Association, Members and their guests, invitees, lessees and licensees, there is hereby imposed upon each Member of the Association the affirmative covenant and obligation to pay to the Association all assessments, including the Base Assessment, Special Assessment, Emergency Special Assessment, Individual Assessment, and District Assessment. Each Member of the Association or Owner by acceptance of a deed or other instrument of conveyance conveying a Unit, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Association all assessments in accordance with this Article and this Declaration and each consents and agrees to the lien rights set forth hereunder. The obligation for payment of all assessments shall commence when title to a Unit is conveyed to the Owner or Member.

**Section 9. Effect of Non-Payment of Assessments.**

All notices of assessments from the Association to the Members shall designate when the assessment is due and payable. If an assessment is not paid on the date when due, it shall then become delinquent and shall bear interest at the maximum rate allowed by Florida law, from the date when due until paid and the owner shall be charged a late fee in an amount not to exceed the greater of \$25 or 5 percent (5%) of the amount of each installment. The assessment, together with interest thereon, the late fee, and the cost of collection thereof, including attorneys' fees, shall be a continuing lien against the Unit against which the assessment is made or against the Country Club Property, and shall also be the continuing personal obligation of the Owner of such Unit or the owner of the Country Club Property and its members. If any assessment, or any installment thereof, shall not be paid within thirty (30) days after the due date, the Association may, at any time thereafter, accelerate the entire amount due for the balance of the calendar year for which the assessment was made and declare the same immediately due and payable. After providing the notice required by Florida law, the Association may also record a claim of lien in the Public Records of Palm Beach County, Florida, setting forth the amount of the unpaid assessment and the rate of interest due thereon. The Association may at any time thereafter bring an action to foreclose the lien against the Unit or the Country Club Property, and/or a suit on the personal obligation of the Owner or Owners. In the event the Association prevails in any such action, then there shall be added to the amount of such assessment the following: the costs of collection, the cost of such action, interest on the assessment at the maximum rate, as above provided, late fees, and attorneys' fees incurred by the Association. Any successor in title to a Unit shall be held to have constructive notice of the records of the Association to determine the existence of delinquency in the payment of assessments.

**Section 10. Certificate of Assessments.**

The Association shall prepare a roster of the Units and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by all Owners and/or Members. At the request of an Owner and/or Member, the Board of Directors shall prepare a Certificate of Assessments (the "Certificate") signed by an officer of the Association, setting forth whether the Owner's assessments have been paid and/or the amount which is due as of the date of the Certificate. As to parties without knowledge of error who rely thereon, such Certificate shall be presumptive evidence of payment or partial payment of any assessment therein stated as having been paid or partially paid.

**Section 11. Subordination to Lien of Mortgages.**

An Owner is jointly and severally liable with the previous Owner of a Unit for all unpaid assessments, interest, late fees, and attorney and paralegal fees and costs that came due up to the time of transfer of title. Notwithstanding the foregoing, the liability of a first mortgagee or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a parcel by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that become due before the mortgagee's acquisition of title, shall be as set forth in Florida Statute, Section 720.3085, as amended from time to time. For the purposes of this section, the term "successor or assignee" used with respect to a first mortgagee includes only a subsequent holder of the first mortgage.

Notwithstanding the above, if a first mortgage is recorded in the Public Records after the Association's Claim of Lien is recorded, the first mortgagee which buys back the Unit at the foreclosure sale is responsible for all unpaid back assessments, interest, late fees, and attorney and paralegal fees and costs.

The Association assessments are superior in priority to second and third mortgages regardless of whether the Association has recorded a lien prior to the second or third mortgage being recorded. If a second or third mortgage holder files a foreclosure action, the second or third mortgage holder or any other person or party who buys the Unit at the foreclosure sale is responsible for all unpaid back assessments, interest, late fees, and attorney and paralegal fees and costs.

No sale or transfer shall relieve any Unit or the Country Club Property from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment. Any delinquent assessments which are extinguished pursuant to a sale or transfer in connection with the foreclosure of a Mortgage, or any proceeding or deed in lieu of foreclosure, shall be reallocated and assessed among all of the non-defaulted Owners. The written opinion of the Association that the assessment lien is subordinate to a mortgage lien shall be dispositive of any questions of subordination.

**Section 12. Acme Improvement District Assessments.**

Notwithstanding anything else in this Article VII to the contrary, drainage assessment, taxes fees and other duly adopted charges due and owing From the Association to the Acme Improvement District for drainage of the Association's internal drainage system, shall be charged to the Members as follows: upon receipt by the Association of the annual bill from the Acme Improvement District pursuant to that certain "Wycliffe Drainage Services Agreement" ("Agreement") dated April 24, 1996, the Association shall assess each member that Member's portion of the bill as referenced in the Agreement. Each Member, including the Class "B" Member; shall be assessed the amount shown on the bill as charged to the Palm Beach County Property Control Number of the property owned by such Member. Assessments for property that is owned by or dedicated to the Association shall be allocated to the Association and collected as part of the Association's Base Assessments. Except that, assessments for property that is owned or dedicated to the Association and is located within the boundaries of the "Exeter" District (but not the Lake Tract), as shown on Plat Book 63, Page 132 of the public Records of Palm Beach County, will be allocated to the unit owners within Exeter on an equal basis. Assessments for property that is owned or dedicated to a District Association shall be allocated to the members of such District Association in the same manner as assessments are generally allocated with such District Association.

**Section 13. Manchester Lakes Berm Assessments.**

Beginning with the 2009 budget year and continuing thereafter, the maintenance cost with respect to maintaining the landscaping inside the hedge line of the Manchester Lakes Berm shall be solely and 100% borne by the Manchester Lakes District owners. The southern border 50 foot wide landscape buffer which is currently maintained by the Association will continue to be maintained by the Association.

**ARTICLE VIII  
MAINTENANCE**

**Section 1. Association's Responsibility.**

The Association shall maintain and keep in good repair the Areas of Common Responsibility, such maintenance to be funded as hereinafter provided. This maintenance shall include, but shall not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures and improvements situated upon the Common Property, including but not limited to drainage systems, recreation and open space, utilities, traffic control devices, the pedestrian system, all Streets, and such portions of any additional property included within the Area of Common Responsibility as may be dictated by this Declaration, or by a contract or agreement for maintenance thereof by the Association.

The Water Management System, including, but not limited to all water courses and lakes, Conservation Areas, preserve and wetland or littoral areas, drainage and irrigation systems serving the Common Property and the Country Club Property and water control facilities within the Property shall be maintained by the Association. The costs of such maintenance shall be

shared by the Association and by the owner of the Country Club Property (the "Areas of Shared Costs") as follows:

- (A) The cost of electric utility services for the irrigation system and maintenance and replacement of main pumps shall be shared ninety-five (95%) percent by the owner of the Country Club Property and five (5%) percent by the Association.
- (B) The cost of repair of any irrigation lines, heads, valves or other working parts of the irrigation system, except as provided in paragraph (A) above, will be borne solely by the owner of the property in which that part of the irrigation system requiring such repair is located.
- (C) All other maintenance of the Water Management System shall be shared seventy-five (75%) percent by the Association and twenty-five (25%) percent by the owner of the Country Club Property.

The Association shall have and is hereby granted an easement of access across the Country Club Property for the purpose of repair and maintenance as hereinabove provided.

The Conservation Areas and preserve and wetland or littoral areas shall be maintained in accordance with the monitoring plan approved by South Florida Water Management District, which plan may be amended from time to time.

Subject to applicable governmental permits and requirements, the owner of the Country Club Property shall have the right to use water in all lakes, ponds and canals for irrigation purposes on such property, including any golf courses at WYCLIFFE. Additional use of the water for other irrigation purposes may be made by the Association and/or other persons as the Association may designate, subject to applicable governmental permits and requirements. In the case where there are not sufficient water levels to provide the necessary irrigation needs of the Country Club Property and other areas of the Project, subject to applicable governmental permits and requirements, the Country Club Property shall have irrigation priority, followed by the Common Property, any other Areas of Common Responsibility and the common areas within any District. The Association shall have the right to restrict and otherwise regulate usage of lakes, ponds and canals within the Project for irrigation purposes, subject to the advice and consent of the owner of the Country Club Property and subject to applicable governmental permits and requirements. Any irrigation system installed in, on or under the Property which ties into any lakes, ponds, canals or other water bodies within the Property, shall be subject to the prior written approval of the Board of Directors and the Modifications Committee or other committee designated by the Board of Directors and of any governmental authorities having jurisdiction.

Except as otherwise specifically provided in this Section 1, all costs associated with maintenance, repair and replacement of the Common Property shall be a common expense to be allocated as part of the Base Assessment. All costs associated with maintenance, repair and replacement of Areas of Common Responsibility assigned by the Association to a particular District shall be a District Expense assessed as a District Assessment solely against the Units



within the District to which the Areas of Common Responsibility are assigned, notwithstanding that the Association may be responsible for performing such maintenance hereunder.

The Association may maintain property which it does not own, including, without limitation, property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard subject, however, to prior written approval of Palm Beach County if the property is owned by or dedicated to the public or Palm Beach County.

**Section 2. Owner's Responsibility.**

Each Owner shall maintain his or her Unit and all structures, parking areas and other improvements comprising the Unit in a manner consistent with the Community-Wide Standard and all applicable covenants, unless such maintenance responsibility is otherwise assumed by or assigned to a District Association or District Committee pursuant to any additional declaration of covenants applicable to such Unit. Furthermore, each Owner whose Unit abuts a lake or pond, shall, at the Owner's sole cost and expense, cause the regular mowing of the lake or pond bank area between the property lines of the Unit as extended and the mean high water line of the lake or pond, unless such maintenance responsibility is otherwise assumed by or assigned to a District Association or Committee pursuant to any additional declaration of covenants applicable to such Unit. If any Owner fails properly to perform his or her maintenance responsibility, the Association may perform it and assess all costs incurred by the Association against the Unit and the Owner thereof in accordance with Article VII, Section 7 of this Declaration; provided, however, except when entry is required due to an emergency situation, the Association shall afford the owner reasonable notice and an opportunity to cure the problem prior to entry.

**Section 3. District's Responsibility.**

Each District shall be responsible for paying all costs of maintenance of the District, including without limitation, buildings and amenities within the District, the cost of maintenance of any right-of-way and greenspace between the District and adjacent public roads, private streets within the District; and irrigation and mowing of all lake or pond banks and lake maintenance easements to the mean high water line of the lake or pond within or adjacent to each District, regardless of ownership and regardless of the fact that such maintenance may be performed by the Association. Upon the Board's acceptance of portions of the District as Areas of Common Responsibility to be maintained by the Association, each District shall be responsible for paying the costs of maintenance of the Areas of Common Responsibility within or adjacent to such District through District Assessments. Such District Assessments shall include, without limitation, all items listed above as District responsibilities. The Board of Directors shall determine, from time to time, what elements of a District, including without limitation, the Areas of Common Responsibility, shall be maintained by the Association. Any District Association having responsibility for maintenance of all or a portion of the Property within a particular District pursuant to a declaration of covenants affecting the District or upon direction from the Board of Directors shall perform such maintenance responsibility in a manner consistent with the Community-Wide Standard. If any such District Association fails to perform its maintenance responsibility as required herein and in any additional declaration, the Association may perform

it and assess the costs against all Units within such District as provided in Article VII, Section 5 of this Declaration.

**ARTICLE IX  
EASEMENTS, COMMON PROPERTY, RIGHT OF ENTRY**

**Section 1. Owners' Easements of Enjoyment.**

Subject to the provisions of this Section, each Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Property to share in common with all other Owners, which easement shall be appurtenant to and shall pass with the title to each Unit.

**Section 2. Extent of Owners' Easement.**

The rights and easements of enjoyment created hereby shall be subject to the following:

- (A) The right of the Association, to borrow money for the purpose of maintaining or improving the Common Property.
- (B) The right of the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure.
- (C) The right of the Association, in accordance with the provisions of Chapter 720, as amended from time to time, to suspend the enjoyment rights and certain easements of any Owner for any period during which any monetary obligation to the Association remains unpaid by that Owner more than 90 days, and for any period during which such Owner is in violation of this Declaration, any of the rules and regulations, or any of the Traffic Regulations of the Association.
- (D) The right of the Association to properly maintain the Common Property and Areas of Common Responsibility.
- (E) The right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority, utility, water management or water control district, or other entity or person.
- (F) Restrictions contained on any Plat, or filed separately, with respect to all or any portion of the Property.
- (G) All of the provisions of this Declaration, and the Articles, By-Laws of the Association and rules and regulations and all Exhibits thereto, as same may be amended from time to time.

**Section 3. Grant and Reservation of Easements.**

The Association reserves unto itself, and its nominees the right, on behalf of itself, its nominees, to grant the following exclusive and non-exclusive easements on, upon, over, across, through and under the Property as deemed to be in the best interests of and proper for WYCLIFFE, including, but not limited to, easements in favor of the Association and District Associations, any designees

of the foregoing, the owner of the Country Club Property, Members, Owners, and all their family members, guests, and invitees and lessees, and their family members, guests and invitees and to various governmental and quasi-governmental authorities and agencies and private concerns for the purposes and uses hereinafter specified:

- (A) Easements to provide for installation, maintenance, service and repair of utilities are granted as shown on the recorded subdivision plats of the Property. Within these easement areas, no structure, planting or other material (other than sod), which may interfere with the installation and maintenance of underground utility facilities, shall be placed or permitted to remain, unless such structure, planting or other material was installed by Kenco Communities I, Inc. and/or approved by the Association. The Association (and such other entity or entities as indicated on the plats) and any party designated by the Association are hereby granted rights of ingress, egress and access to all easements within which such underground facilities are located for the purpose of operation, maintenance and replacement thereof.
- (B) Easements for the installation and maintenance of drainage facilities are granted to the Association, the owner of the Country Club Property and/or other entities as shown on the recorded subdivision plats of the Property. Within these easement areas, no structure, planting or other material (other than sod), which may interfere with such installation and maintenance, or which may obstruct or retard the flow of water through drainage channels shall be placed or permitted to remain unless such structure, planting or other material was installed by Kenco Communities I, Inc. The parties benefited by any such easements shall have access to the easement area for the purpose of installation, operation and maintenance of the drainage facilities. The Country Club Property owner shall have a non-exclusive easement to discharge surface water from the Country Club Property into the lakes, canals and other water bodies adjacent thereto. The Country Club Property owner shall also have a non-exclusive easement to draw water from such lakes, canals and other water bodies for purposes of irrigating the Country Club Property, subject to the terms and provisions of this Declaration and requirements of applicable governmental authorities.
- (C) The Common Property is hereby declared to be subject to a perpetual non-exclusive easement in favor of the Association, employees and agents of the Association, and of any management entity contracted by the Association, in order that such employees, agents and management entity may carry out their duties.
- (D) Every Unit and the Common Property and the common property of any District are burdened with an easement permitting golf balls unintentionally to come upon the Common Property, Units or District common property immediately adjacent to the golf course and for golfers at reasonable times and in a reasonable manner to come upon the Common Property, common property of a District, or the exterior portions of a Unit to retrieve errant golf balls; provided, however, if any Unit is fenced or walled, the golfer will seek the Owner's permission before entering. Each Owner by its purchase of a Unit expressly assumes the risks associated with the Country Club Property (regardless of whether the Owner is using the Country Club Property) and agrees that any entity designing, constructing, owning or managing the Country Club Property or planning or constructing the Owner's Unit shall not be liable to an Owner or any other person

claiming any loss or damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, loss of view, noise pollution, or other visual or audible offenses, or trespass or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of the Owner's Unit to the Country Club Property, including, without limitation, any claim arising, in whole or in part, from the negligence of any entity designing, constructing, owning or managing the Country Club Property or planning or constructing the Owner's Unit. Owner hereby agrees to indemnify and hold harmless any entity owning or managing the Country Club Property against any and all claims by an Owner's guests and invitees.

- (E) A non-exclusive easement is hereby granted for ingress and egress over, across and through all Streets for access to and from the Country Club Property by the owner(s) and members and their guests and invitees and employees, agents, contractors and other designees of the owner(s) regardless of whether such persons are also Members of the Association, and further, over those portions of the Property (whether Common Property or otherwise) reasonably necessary to the operation, maintenance, repair and replacement of the Country Club Property. In addition, golf carts may be operated on all Streets within the Project. Each Owner hereby waives and releases the Owner of the Country Club Property, the Country Club, and the Association from any liability arising from the ownership, operation or other use of golf carts on the streets or any portion of the Property. The Association will, from time to time, establish rules and regulations with regard to the operation of golf carts on the Streets within the Project and use of golf carts will be subject to such rules and regulations.

**Section 4. Emergency Right of Entry.**

In case of any emergency originating in, or threatening any Unit, regardless of whether the Owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, shall have the right, but not the obligation to enter such Unit for the purpose of remedying, or abating the cause of such emergency, and such right of entry shall be immediate.

**Section 5. Additional Easements.**

The Association, shall have the right to grant such additional easements, including, without limitation, exclusive easements to private cable television service companies, security or electronic monitoring service companies, or to relocate existing easements throughout the Property the Association may deem necessary or desirable for the proper operation and maintenance of the Property, or any portion thereof, provided that such additional easements or relocation of existing easements do not prevent or unreasonably interfere with the Owners' use or enjoyment of the Property or interfere with any existing agreements or contracts entered into between the Association and any cable television service company, security or electronic monitoring company or other utility company. Notwithstanding the foregoing, or any other provisions of this Declaration, the Association shall not have the right or authority to grant additional easements across the Country Club Property.

**Section 6. Restriction on Owner Easements.**

No Owner shall grant any easement upon any portion of the Property to any person or entity, without the prior written consent of the Association.

**ARTICLE X  
CENTRAL CABLE TELECOMMUNICATIONS AND  
ELECTRONIC MONITORING SYSTEMS**

**Section 1. Ownership and Use.**

The Association reserves and retains to itself, its successors and assigns:

- (A) The title to any central cable telecommunication receiving and distribution system and any electronic monitoring system which the Association installs or causes to be installed within WYCLIFFE, together with a perpetual easement for the placement and location thereof, including without limitation, conduits, wires, amplifiers, towers, antennae and related apparatus and equipment; and
- (B) A perpetual easement for ingress and egress from WYCLIFFE and the Association to service, maintain, install, repair and replace the aforesaid apparatus and equipment; and
- (C) The right to connect the central telecommunication and electronic monitoring system to such receiving sources as the Association may in its sole discretion deem appropriate, including without limitation, companies licensed to provide cable TV, security and/or electronic monitoring service in Palm Beach County, Florida, for which service the Association shall have the right to charge every Member a reasonable fee not to exceed the maximum allowable charge for such services as from time to time may be deemed by the laws and ordinances of Palm Beach County, Florida. The provisions of this subsection (C) shall not, however, be applicable to any property which is the subject of this Declaration which is hereinafter owned in fee simple by any cable TV or monitoring company or any of its subsidiary corporations, or any successor in title to any such property; and
- (D) The right to empower a licensee or franchisee to provide exclusive cable telecommunication, security and/or electronic monitoring services within WYCLIFFE, to enter into an exclusive agreement with such licensee or franchisee, and to collect such license or franchise fees in connection therewith as the Association may, in its sole discretion, deem appropriate. The Base Assessment shall include a specified monthly charge to each Unit for the fees charged to the Association pursuant to any such exclusive agreement, whether or not any District or Owner elects not to use such services. The Association recognizes that such agreements benefit Wycliffe and the Owners and that beneficial terms and conditions were obtained through the execution of such agreements, and that notwithstanding any future statutory provisions under Florida law allowing cancellation of such agreements, that the Association will not unreasonably cancel such agreements.

**Section 2. Security Services.**

The Association, may enter into contracts for the provision of security services through the central cable telecommunication systems or through other providers of security systems. EVERY OWNER OR OCCUPANT OF PROPERTY OBTAINING SECURITY SERVICES THROUGH THE CENTRAL 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 ASSOCIATION, FOR LOSS OR DAMAGE SUSTAINED SHALL BE LIMITED TO A SUM NOT EXCEEDING \$250.00 WHICH LIMITATION SHALL APPLY NOTWITHSTANDING THAT THE LOSS OR DAMAGE RESULTS DIRECTLY OR INDIRECTLY FROM NEGLIGENT PERFORMANCE OR NONPERFORMANCE BY ANY OFFICER, AGENT OR EMPLOYEE OF THE ASSOCIATION. FURTHER, IN NO EVENT WILL THE ASSOCIATION BE LIABLE FOR CONSEQUENTIAL DAMAGES, WRONGFUL DEATH, PERSONAL INJURY OR COMMERCIAL LOSS.

**ARTICLE XI  
DISTRICTS**

**Section 1. Certain Rights of Association Regarding Districts.**

(A) Enforcement. If any District fails to comply with this Declaration or any other Documents, the Association shall have the right and power, but neither the duty nor the obligation, to enforce the provisions of this Declaration or other Documents, or to perform the District's duties and responsibilities or to seek judicial relief or remedy to require compliance with same, and to obtain payment of the cost of such performance or enforcement from the District.

(B) Special Assessments. The Association shall have the right, in addition to any other Assessments rights of the Association, to specially assess the members of a District and such District Association for expenses incurred by the Association for such District Association.

(C) Entry Rights. The Association shall have the right, for itself, its designee, or any agent or employee, to enter upon any property administered by a District to carry out the provisions of this Declaration or other Documents applicable to a District Association, and the same shall not constitute a trespass.

## **Section 2. Delegation.**

The Association shall have the right and power, but neither the duty nor the obligation, to delegate in whole or in part, exclusively or non-exclusively, and on a permanent or temporary basis, to any District, any obligation of maintenance or repair created under this Declaration. If a District does not accept such rights and obligations in a manner consistent with the standards established by the Association, then the Association shall have the right, but not the obligation, by its sole action, to terminate such assignment, and again fulfill such rights and obligations.

## **Section 3. Cumulative Effect; Conflict.**

The covenants, restrictions and provisions of this Declaration shall be cumulative with those of the declarations for the Districts; provided, however, that in the event of a conflict between or among any covenants, restrictions and provisions, or any articles of incorporation or any by-laws, or any rules and regulations, policies or practices adopted or carried out pursuant thereto, those of the District Association shall be subject and subordinate to this Declaration if they are less restrictive than those contained in this Declaration. However, nothing contained in this Declaration shall preclude a District Association from adopting covenants, restrictions or provisions which are more restrictive than those contained in this Declaration. The foregoing priorities shall apply, but not be limited to, the liens for Assessments created in favor of the Association.

## **Section 4. Assessments.**

In the event the Association has delegated to any District the right to collect the Association's base or special assessments, the District shall distribute any partial payment from an Owner in an amount proportionate to the debt owed to each party.

## **ARTICLE XII ARCHITECTURAL CONTROLS**

The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committees established in Section 1 of this Article.

No construction, which term shall include within its definition staking, clearing, excavation, grading, and other site work, no exterior alteration or modification of existing improvements, and no planting or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article and Article XIV, Section 1(K) of this Declaration until the requirements of each have been fully met, and until the approval of the appropriate entities has been obtained.

Above ground structures, except screen enclosures and awnings, constructed on any portion of the Property shall be designed by and built in accordance with the plans and specifications of a licensed Florida architect. Screen enclosures and awnings shall be designed and built in accordance with the plans and specifications of licensed Florida engineer.

This Article shall not apply to any construction on or improvements or modifications to the Common Property made by or on behalf of the Association. The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committees established in this Article XII.

**Section 1. Modifications Committee.**

The Board of Directors may establish a Modifications Committee (MC) to consist of at least three and no more than five members, all of who shall be appointed by the Board of Directors. The MC, if established, shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing Units or structures containing Units and the open space, if any, appurtenant thereto; provided, however, the MC may delegate this authority to the appropriate board or committee of any District Association subsequently created or subsequently subjected to this Declaration so long as the MC has determined that such board or committee has in force review and enforcement practices, procedures, and appropriate standards at least equal to those of the MC. Such delegation may be revoked and jurisdiction reassumed at any time by written notice.

The Modifications Committee shall promulgate detailed standards and procedures governing its areas of responsibility and practice, consistent with the Community Wide Standard. In addition thereto, the following shall apply. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations, shall be submitted to the MC for approval as to quality of workmanship and design and as to harmony of external design with existing structures, location in relation to surrounding structures, topography, and finish grade elevation. No permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild in accordance with plans and specifications originally approved by Kenco Communities I, Inc. No permission or approval shall be required to alter or remodel the interior of any Unit which was originally approved by Kenco Communities I, Inc. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his Unit, or to paint the interior of his Unit any color desired. In the event that the MC fails to approve or to disapprove such plans or to request additional information reasonably required within forty-five (45) days after submission, the plans shall be deemed approved.

**Section 2. No Waiver of Future Approvals.**

Except as specifically set forth herein, the approval of the MC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of MC shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.



**Section 3. Variance.**

The MC may authorize variances from compliance with any of the rules and regulations established by the MC, when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. Such variances may only be granted; however, when unique circumstances dictate, and no variance shall (a) be effective unless in writing, (b) estop the MC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not necessarily be considered a hardship warranting a variance.

**Section 4. No Liability.**

No review or approval by the MC shall imply or be deemed to constitute an opinion by the MC, nor impose upon the MC, the Association, or any other party, any liability for the design or construction of building elements, including, but not limited to, structural integrity or life and safety requirements. The scope of any such review and approval by the MC is limited solely to whether the respective plans or work meet certain requirements, standards, and guidelines relating to aesthetics and the harmony and compatibility of proposed improvements in the Project. No review or approval will be for any other person or purpose, and no person other than the MC shall have any right to rely thereon, and any review or approval by the MC will create no liability whatsoever of the MC, or the Association to any other person or party whatsoever.

**Section 5. Compliance.**

Any Owner, Builder, or contractor, subcontractor, agent or employee of an Owner or Builder who fails to comply with the terms and provisions of the guidelines and procedures promulgated by the MC may be fined and/or excluded by the Board of Directors from the Property without liability to any person, subject to the any notice and hearing procedures contained in the By-Laws, and any improvements constructed in violation of this Section may be razed by the Association without payment or liability to any person.

**Section 6. Club Approvals.**

Notwithstanding the provisions of this Article XII, the owner of the Country Club Property shall have the right to approve new construction of or modifications to those Units on portions of the Property immediately adjacent to the Country Club Property. Plans and specifications for such new construction or modifications shall be presented to the owner of the Country Club Property. In the event the owner of the Country Club Property fails to approve or disapprove such plans or to request additional information within forty five (45) days after submission, the plans shall be deemed approved.

**Section 7. Expense of Approvals.**

The MC and the owner of the Country Club Property may charge a reasonable fee in connection with the approvals required in this Article XII, such fee to be determined from time to time by the Board of Directors.

**ARTICLE XIII  
CONSERVATION AREAS· RESTRICTIONS ON USE**

The following uses or activities shall be prohibited within the Conservation Areas without the prior written approval of South Florida Water Management District or its successors: (a) construction or placing of buildings or other improvements on or above the ground, other than landscaping, bulkheads or pedestrian paths; (b) dumping or placing soils or other substances such as trash or hazardous materials; (c) removal or destruction of trees, shrubs, or other vegetation; (d) diking or fencing; and (e) any other use or activity which may be detrimental to drainage, flood control, water conservation, erosion control, fish and wildlife habitats, conservation or preservation of existing plant and animal life.

This Article XIII may not be amended without the prior written approval of South Florida Water Management District or its successors.

**ARTICLE XIV  
USE RESTRICTIONS**

**Section 1. Restrictions on use of Units and Common Property.**

- (A) Residential Use. All Units shall be used only as single-family or multi-family, private, residential dwellings and for no other purpose. No business or commercial building may be erected on any Unit and no business may be conducted on any part thereof except that the Association may operate and maintain on portions of the Property owned or leased by them, the Common Property or the Country Club Property offices for any property manager retained by the Association or business and real estate sales offices and other businesses which serve and are part of the Project. Any apartment complexes which may be designated on the Development Plan or site plan, whichever is most recent shall not be deemed commercial or business uses. Notwithstanding any provision to the contrary herein, the Owner or occupant residing in a Unit may conduct business activities within the Unit so long as (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (ii) the business activity conforms to all zoning requirements of the Property; (iii) the business activity does not involve persons coming onto the Property who do not reside in the Property or door-to-door solicitation of residents of the Property; (iv) does not cause any identifiable increase in traffic or parking on any portion of the Property; and (v) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use which may affect any other residents of the

Property, as may be determined in the sole discretion of the Board. No garage sales shall be permitted.

(B) Occupancy of Units. Whenever Unit is owned or leased by a corporation, partnership, or trust, or other form of multiple ownership, the respective agents of the aforementioned entities, i.e. president or chief executive officer, partner, or trustee, shall designate, at least ten (10) days prior to closing, the individual, his or her spouse and children, who shall be entitled to use the Unit and to exercise the rights of a Member hereunder. Only the designated individual(s), their servants and guests may use the Unit. After closing of the Unit the Owner may from time to time designate the individual or family who shall have the right to occupy the Unit and exercise the rights of a Member; provided, however, that the designation of the occupant for a Unit owned by a corporation, partnership or other form of multiple ownership cannot be changed more than three (3) times during any twelve (12) month period. Except as provided above, the right of occupancy or use of a Unit may not be transferred to another party, except through conveyance, transfer by operation of law, or lease of the Unit, as approved by the Association in accordance with the terms set forth herein below. The individual(s) designated by the corporation, partnership, trust or other entity shall be subject to this Declaration and shall execute a written covenant in favor of the Association whereby the individual(s) occupying the Unit shall agree to comply with the terms and provisions of this Declaration, and the rules and regulations which may be promulgated from time to time by the Association. The written covenant shall contain an acknowledgment that the use of the Unit by the individual or the family shall continue only so long as the entity shall continue to be a Member of the Association or lessee of such a Member. In the event of the failure of the designated individual(s) to use the Unit in compliance with this Declaration or the rules and regulations of the Association, the Association may demand the immediate removal of the designated individual(s) from the Unit by the Owner. In the event the Owner fails to remove the party using the Unit, the Association, as agent of the Owner, may take such action as it deems appropriate to accomplish the removal of such designated individual and all such action by the Association shall be at the cost and expense of the Owner, and the Owner shall reimburse the Association therefor, upon demand, for costs together with such attorneys' fees (including appellate attorneys' fees and costs), as the Association may incur with reference to such removal.

(C) Leasing Restrictions. No Owner shall be allowed to lease his Unit more than twice each calendar year and no lease shall be for a period of less than three (3) months. No tenant may lease, reside in or occupy a Unit or Units in WYCLIFFE as a tenant for more than two times in their lifetime or for a period of more than twenty-four (24) months total in their lifetime. Additional leasing restrictions may be imposed by any given District. "Leasing" for purposes of this Declaration is defined as regular, exclusive occupancy of a Unit by any person or persons other than the Owner. A person residing in a Unit for longer than thirty (30) days where the Owner is not present shall be deemed to be leasing the Unit (regardless of whether a lease exists or rent is paid) and therefore subject to the Association requirements and procedures regarding leasing. However, an Owner may permit members of the Owner's immediate family to reside in the Owner's Unit without the Owner being present, on a guest basis. If the Owner is not leasing the Unit to the

family member, such occupancy by a family member as a guest is not restricted as a lease. However, the Owner is in all events responsible for all conduct of occupants.

All leases shall be in writing and shall be provided to the Board of Directors along with a Lease Addendum signed by the Owner and the tenant(s) in a form approved by the Association. Units may be rented only in their entirety; no fraction or portion of the Unit may be rented. Sublease of Units or renting of rooms is prohibited. The Owner of the Unit must make available to their tenant copies of all of the Wycliffe documents. All leases shall provide that the tenant shall be subject in all respects to the terms and conditions of the Wycliffe documents and that any failure by the tenant to comply with the terms and conditions of any of the Wycliffe documents shall be a material default and breach of the lease with the Owner. The lease shall also provide and the Association may require that the tenant shall post a security deposit with the Association in an amount not to exceed one (1) month's rent, for purposes of reimbursing the Association for any damage to the Common Area or the improvements thereon, caused by the tenant, their agents, invitees or licensees, or to reimburse the Association for any additional costs and expenses incurred by the Association in enforcing the terms and conditions of any of the Wycliffe documents. In the event the District Association where the Unit is located has authority to collect a security deposit, then the District Association shall collect one security deposit for both the Association and the District Association in an amount not to exceed one (1) month's rent and the deposit shall be divided equally between the Association and District Association. Prior to allowing a tenant to occupy a Unit, an Owner must submit the Association's standard form which contains information about the tenants and occupants and vehicles, a copy of the executed lease together with an application fee (in an amount determined by the Board of Directors from time to time), together with the security deposit to the Association. The Association may require additional information about the tenants and occupants if needed. Providing these items will enable the Association to efficiently issue automatic gate access for the tenant's vehicle(s). This requirement to provide the Association's standard form, a copy of the lease, a Lease Addendum, a security deposit, and pay an application fee constitutes an affirmative duty of an Owner to keep the Association advised of any change in occupancy of a unit and for the purpose of facilitating the management of the Association's membership records. Any leasehold which does not comply with all the requirements of this paragraph, may be voidable by the Association within the Association's sole discretion. If the Owner defaults in payment of any monetary obligation to the Association while a Unit is leased, then the Association may require the tenant to pay the rent to the Association sufficient to satisfy the monetary obligation. This is in addition to all other remedies of the Association.

- (D) Pets. Owners may keep as pets companion pets such as birds, domesticated cats, fish, dogs and other small mammals. Owners may not keep a number of pets which the Association, in its sole and absolute discretion, shall deem excessive. No Owner may keep exotic cats, non-human primates, horses, fowl, reptiles, obnoxious animals or other farm livestock or zoo type animals on the Property. The determination of what is or what may be an obnoxious animal, fowl or reptile shall be determined by the Board of Directors of the Association in its sole and absolute discretion. Pets must be on a leash or

carried when on Common Property or Areas of Common Responsibility. Failure to do so may be deemed a nuisance. Pets are not allowed on Country Club Property. It shall be the Owner's obligation to remove and otherwise dispose of their pet's waste material from the Common Property and Streets. Failure to remove and dispose of a pet's waste material shall be deemed a nuisance. The Board of Directors of the Association shall have the right to order the removal of any pet which, in the Board's sole and absolute discretion, is considered a nuisance, and the same shall be done without compensation to the Owner. In such event, the Board shall give written notice thereof to the pet owner, and the pet shall immediately thereafter be permanently removed from the Property. An Owner, by purchase of a Unit, agrees to indemnify the Association, and hold them harmless against loss or liability of any kind arising from the Owner having any animal in WYCLIFFE. District Associations may further restrict the keeping of pets and animals within Districts.

- (E) Recreational and Commercial Vehicles. Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, pick-up trucks, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall be parked only in enclosed garages, except that pick-up trucks only, may be parked in the driveway of a Unit during daylight hours. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted within the Project, except within enclosed garages. For purposes hereof, a vehicle shall be considered "stored" if it is put up on blocks or covered with a tarpaulin and remains on blocks or so covered for fourteen (14) consecutive days without the prior approval of the Board of Directors. Notwithstanding the foregoing, service and delivery vehicles may be parked in the driveway of a Unit during daylight hours for such period of time as is reasonably necessary to provide service or make a delivery to a Unit. No automobile, truck or other motor vehicle may be parked on any street overnight. No automobile, truck or other motor vehicle may be parked at any time so as to block traffic, nor may any such vehicle park in any area which the Board of Directors may have designated as restricted for parking. Parking on the Common Property other than Streets, shall only be allowed on designated parking areas. Any vehicle which is parked in violation of this paragraph may be towed by the Board of Directors at the Owner's expense. No Owner shall conduct repairs (except -in an emergency) or other restorations of any motor vehicle, boat or other vehicle upon any part of the Property, except in an enclosed area with the doors thereto closed at all times. For purposes of this Section, the term "pickup trucks" shall generally be used to describe vehicles manufactured with an open body or bed (including those with a metal or fabric cover).
- (F) Temporary Structures. No structure or object of a temporary character such as, but not limited to, house trailers, vans, tents, shacks, sheds or temporary or accessory buildings or structures, shall be erected, kept or maintained on the Property, or any part thereof.
- (G) Insurance. No Owner shall permit or suffer anything to be done or kept within his Unit or make any use of the Common Property, which will increase the rate of insurance on any portion of the Property.

- (H) Nuisances. No use or practice which is either an annoyance to Owners or an interference with the peaceful possession and proper use of the Property by the Owners or which may become an annoyance or nuisance shall be allowed. No Owner shall commit or permit any nuisance or any illegal activity in or about the Property. For greater clarification, no Owner shall knowingly or willfully make or create any unnecessary, excessive or offensive noise or disturbance which destroys the peace, quiet and/or comfort of other Owners or allow any such noise or disturbance to be made on his Unit. Unreasonably loud noises and other disturbances which are unreasonably disturbing to other Owners shall be a nuisance. The decision of the Board of Directors as to whether conduct constitutes a nuisance shall be determinative.
- (I) Antennae. No radio, television or other electronic antennae or aerial (including, without limitation, satellite dishes) may be erected or maintained anywhere on the Common Property (unless installed by the Association), or the exterior of any Unit (including the dwelling), without notifying the MC in advance of its installation. The Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna or cable system for the benefit of all or a portion of the Property, should any such master system or systems be utilized by the Association and require any such exterior apparatus. Further, this section shall not apply to any activity conducted by the Association on Common Property or Areas of Common Responsibility.
- (J) Subdivision of the Units. No Unit shall be re-subdivided to permit property lines to be altered in any manner provided, however, that a single Unit may be combined with another Unit or portion thereof, to form a larger Unit, with the prior written approval of the MC.
- (K) Removal of Trees. In reviewing building plans, the MC shall take into account the natural landscaping, such as trees and shrubs, and encourage the Owner to incorporate them in his landscaping plan. No trees of four (4) or more inches in diameter shall be cut or removed without approval of the MC.
- (L) Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot without the prior written approval the MC.
- (M) Signs. No signs, advertisements or notices of any kind, free-standing or otherwise displayed, erected shall be erected or displayed to the public view on any Unit, unless approved by the MC. If permission is granted to any Owner to erect a sign within the Property, the MC reserves the right to restrict the size, color, lettering, and location of such sign. No sign shall be nailed or otherwise attached to trees.
- (N) Easements. No Improvement of any kind, tree, bush, shrub or landscaping of any kind shall be built or maintained upon any easement or right-of-way without the prior written approval of the MC, and said easements and rights-of-way shall at all times be open and

accessible to the persons entitled to the use thereof. Notwithstanding the foregoing, landscaping approved by the MC shall be maintained by each Owner, or in the case of a Townhouse, Duplex, Patio Home or Villa, the appropriate District Association or the Association, as the case may be, to the front, rear and side property lines of the Unit

- (O) Clotheslines, Garbage Cans, Tanks. Clotheslines, garbage cans, storage tanks, mechanical equipment, including, without limitation, electrical meters, gas meters and air conditioning compressors, or other similar items shall be located or screened so as to be concealed from view of neighboring Units, streets and the Country Club Property. All rubbish, trash, and garbage shall be stored in appropriate containers with lids and regularly removed from Units and shall not be allowed to accumulate thereon. All basketball hoops, backboards, storage tents, mechanical equipment, garbage can storage structures and other such items shall be subject to the approval of the MC.
- (P) Storage Facilities, Tool Sheds, Garden Houses and Garages. All storage facilities, tool sheds, garden houses and other similar Improvements approved by the MC, but excluding garages and cabanas, shall be attached to the dwelling so that such Improvements and the dwelling constitute a single structure.
- (Q) Utilities. The central water and sewage system provided by Acme Improvement District, its successors or assigns for service to the Property shall be used by all Owners. Each Owner shall connect his water line to the water distribution main serving his Unit and his sewer line to the sewage collection line serving his Unit and shall pay all fees and costs related thereto. Each Owner shall maintain and repair his water and sewer lines up to the point of delivery and collection. No individual water supply system shall be permitted without the prior written approval of the MC. No septic tank or drain field shall be allowed on any portion of the Property without the prior written approval of the MC.
- (R) Electronic Monitoring Systems Requirements. Each unit must be equipped with an electronic monitoring system which shall be part of the central monitoring system. Owners shall pay a specified monthly sum as part of the assessment for the cost of the central monitoring system.
- (S) Bicycles. Bicycles shall be stored only within each Unit. If Bicycles are left on the Common Property, they may be impounded by the Association and shall be released to the Owner only upon payment of an administrative fee established by the Association. The owner of the Country Club Property shall have the right, but not the obligation, to build a bicycle stand or stands within WYCLIFFE in which event, bicycles may be stored thereon.
- (T) Golf Carts. Owners may own and operate golf carts subject to all traffic rules and regulations pertaining to Streets within the Project and subject to such additional rules and regulations promulgated by the owner of the Country Club Property and the Association. Owners' golf carts must be stored inside the Unit and out of sight from

adjacent streets, Units or the Country Club Property. Golf carts may only be driven on paved streets or roadways and/or golf cart paths. Golf carts must be operated in a safe manner. No children under 16 years of age shall be allowed to drive golf carts on the Common Property.

(U) Air Conditioning Units. Except as may be permitted by the NCC or the MC, no window air conditioning units may be installed in any Unit.

(V) Drainage. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No person, other than the owner of the Country Club Property or the Association, may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. The Association hereby reserves for itself and the owner of the Country Club Property a perpetual easement across the Property for the purpose of altering drainage and water flow. The Association may require any Unit Owner or District to treat any irrigation water which causes unsightly or unsanitary conditions.

(W) Firearms. The brandishing, public display or discharge of firearms within the Property is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size. Notwithstanding anything to the contrary contained herein or in the By-Laws, the Association shall not be obligated to take action to enforce this Section.

(X) Irrigation. No sprinkler or irrigation systems of any type which draws from any body of water within the Property shall be installed, constructed or operated by any person (other than the Association, or the owner of the Country Club Property), without the prior written approval of the Board of Directors and the Modifications Committee or other committee designated by the Board and of any governmental authorities having jurisdiction. All parcels which are developed may be required to have an underground irrigation system. Subject to the following provisions, private wells are permitted on the Property for irrigation purposes, provided the same are approved by any governmental authorities having jurisdiction, the Board of Directors and the Modifications Committee and shall conform to guidelines adopted from time to time by the Modifications Committee. Wells existing on the Property as of the date of this Declaration may continue to be used, but are required to conform to said guidelines. All wells and related equipment shall be maintained in good condition and repair and shall not cause any unsightly or unhealthy condition. The Association shall have the right to inspect or cause the inspection of all wells on the Property to insure conformance with the guidelines and adherence to the terms and provisions hereof. The Association shall have the right to perform the required maintenance or suspend use of the well and related equipment if an Owner or District fails to maintain the same in accordance with the foregoing requirements and may assess the Owner or District for the cost thereof. The Association shall have the right to restrict or suspend use of the well and related irrigation system from time to time, if use thereof affects the ability to adequately irrigate the Country Club Property or the Common Property.



Any approval by the Association given to and individual Owner for the installation and operation of a well, shall in no way abrogate any obligations of such Owner to a District Association, including, but not limited to, the Owner's obligation to pay assessments to the District Association for, amongst other things, the construction, installation, operation and maintenance of the lake-fed irrigation system.

Notwithstanding the restriction of this Article, the Board of Directors of the Association may, from time to time, as determined in its sole discretion, promulgate rules with respect to the use and operation of wells throughout the Property. Unless otherwise determined by the Board of Directors of the Association, watering from wells is limited to a maximum of four hours a day, three days a week. Watering from wells is not permitted during daylight hours of 9:00 a.m. to 3:00 p.m. Furthermore, each well must include a rain and moisture sensor, which must be maintained in good working order, as determined in the sole discretion of the Association. As determined in the sole discretion of the Board of Directors, failure of an Owner or District to adhere these restrictions regarding well use, and any other rules adopted by the Board from time to time, shall permit the Association to revoke its approval of such Owner's or District's well. In such event, the Owner or District shall be required to immediately cease all use of its well, and take any other measures as determined in the sole discretion of the Board of Directors to close-off and prevent further use of the subject well.

The Association shall have no obligation to construct or to fund the costs of constructing a back-up or alternate irrigation system with respect to any portion of the Property. Further, the Association shall have no liability in respect of the absence of an alternate or back-up irrigation system to serve any portion of the Property, or the unavailability of water for irrigation purposes. Each Owner and District shall be responsible for obtaining the water for irrigation purposes in accordance with all applicable governmental requirements and subject to the terms and provisions hereof.

- (Y) Mailboxes and Exterior Hardware. The style, design and color of all mailboxes must be in accordance with the Design Guidelines.
- (Z) On-Site Fuel Storage. No on-site storage of gasoline or other fuels shall be permitted on any part of the Property except that the Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment. Notwithstanding this provision, fuel tanks for storage of fuel for ranges, ovens, dryers, water heaters, dwellings, pools, gas grills and similar equipment may be permitted if installed underground or appropriately screened and approved by the MC.
- (AA) Playground, Play, Equipment, Strollers. All bicycles, tricycles, scooters, skateboards, and other play equipment, wading pools, baby strollers and similar items shall be stored so as not to be visible from streets or property adjacent to the Unit. No such items shall be allowed to remain in the open so as to be visible from adjacent property when not in use. Bicycles and scooters may only be ridden on paved streets or roadways and/or bicycle paths, if any. Bicycles must be operated in a safe manner and in accordance with traffic rules and regulations adopted by the Board of Directors from time to time.

Notwithstanding the above, the Board of Directors may, but shall not be obligated to, permit swing sets and similar permanent playground equipment to be erected within the Project provided they are approved by the MC. Any playground or other play areas or equipment furnished by the Association or erected within the Project shall be used at the risk of the user, and the Association shall not be held liable to any person for any claim, damage, or injury occurring thereon or related to use thereof.

- (BB) Pools. No aboveground pools shall be erected, constructed or installed on any Units, except that above-ground spas and Jacuzzis may be permitted as approved by the MC. The construction or installation of any in-ground pool shall be subject to the requirements of the MC.
- (CC) Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Project, except for temporary lines as may be required during construction and high voltage lines if required by law or for safety purposes.
- (DD) Walls and Fencing. Except as otherwise permitted by the MC, dog runs, animal pens, walls and fencing on or around a Unit shall not be permitted.
- (EE) Wetlands, Lakes and Water Bodies. All wetlands, lakes, ponds, and streams within the Property, if any, shall be storm water retention facilities or aesthetic amenities only, and no other use thereof, including, without limitation, swimming, boating, playing, or use of personal flotation devices, shall be permitted without the prior approval of the Board of Directors. Fishing shall be allowed on that portion of the Common Property adjacent to the Owner's Unit. Neither the Association nor the owner of the Country Club Property shall be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, streams or mangrove shoreline within the Property. No docks, piers, or other structures shall be constructed on or over any body of water within the Property, except such as may be constructed by the Association, or as approved pursuant to Article XII of this Declaration. The elevation of the land shall not be altered and fill shall not be used to extend the boundaries of a Unit or to change the bulkhead line on any Unit bounded by a wetland, lake, or other body of water unless approved in accordance with Article XII of this Declaration.
- (FF) Hurricane Shutters. Hurricane shutters may be installed by Unit Owners provided they are harmonious with the exterior of the Unit. Such shutters may be either temporary or permanent in design and must comply with the Architectural Control Design Guidelines ("Design Guidelines") for hurricane shutters as same are established from time to time. The Districts may be more restrictive on the installation and use of hurricane shutters than set forth herein. Hurricane shutters for the front and rear of each home and for the side of a home facing a street within twenty-five (25') feet can only be in place on a unit up to seven (7) days in advance of a tropical storm or hurricane and must be removed and/or opened within not more than seven (7) days after the danger of a tropical storm. Owners who are not residing at their Unit during a period when hurricane shutters may be in use must make the necessary arrangements at their own expense to comply with these requirements and those established under the Design Guidelines.

Hurricane shutters for the sides of each home not facing a street within twenty-five (25") feet of a street may be put in place at the discretion of the Owner, however, all shutters shall be removed and/or opened after November 30 and may not be put into place before June 1, except and unless a tropical storm or hurricane watch or warning is announced by the National Hurricane Center after November 30 or before June 1. In such event, all shutters must be removed and/or opened within no more than seventy-two (72) hours following the lifting of such watch or warning.

The Association shall have no responsibility for the installation, closing, opening or removal of shutters. The Association shall have the authority, however, to enforce this subsection by all means available under this Declaration and Florida law for violations of the Declaration of Covenants, Conditions and Restrictions, as amended from time to time.

(GG) Energy Conservation Equipment Agreement. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Unit unless approved by the MC and by any governmental authorities having jurisdiction.

(HH) Casualty Destruction to Improvements. In the event that a Unit or other structure is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, as determined by the Association, but in no event longer than 6 months thereafter, the Owner thereof shall either commence to rebuild or repair the damaged Unit or improvement and diligently continue such rebuilding or repairing until completion, or properly clear the damaged unit or structure and restore or repair the lot in a manner aesthetically satisfactory to the Association. As to any such reconstruction of a destroyed Unit, the same shall only be replaced with Units as are approved by the MC as provided herein.

## **Section 2. Rules and Regulations.**

The following rules and regulations shall apply to Owners and their families, tenants, guests, licensees and invitees and may be amended from time to time by the Board of Directors without the consent of any Owner, mortgagee of any portion of the Property or any other person:

(A) Pets. The number of pets allowed per Unit shall be restricted, in the sole determination of the Board of Directors, so as to avoid the creation of a nuisance. Pets governed by leash laws shall be confined to Owner's Unit when not on leash and accompanied by the Owner. Two (2) documented violations of this rule shall result in permanent expulsion of the pet from WYCLIFFE.

(B) Recreational Activities. Recreational Activities shall be restricted to areas designated by the Board of Directors.

- (C) Children and Pets, Etc. Owners shall be responsible to the Association for any damage to Common Property by their guests, renters, lessees, employees, children or pets. Owners shall be liable for all charges for damage along with any reasonable costs to the Association, including charges for recovery of attorneys' fees involved in enforcement resulting from actions of such persons.
- (D) Exterior Work. No work, whether building, repair, maintenance, landscaping or lawn work shall be performed outside of the Improvements constructed on any Unit prior to 7:00 a.m. weekdays and prior to 8:00 a.m. weekends. All such work shall be completed on or before 7:00 p.m.
- (E) Unit Occupancy. No Unit may be occupied on a permanent basis by more than one (1) family comprised of the Owner's, their children and/or parents, or unrelated persons occupying the Unit as single household, unless otherwise specifically permitted by the Board of Directors. The number of persons occupying a Unit cannot exceed the number permitted by local ordinance.
- (F) Guest Registration. An Owner may not have house guests unless such guests have been registered with the security guard at the entrance to WYCLIFFE and the Owner has advised the Association of the names of their house guests and the duration of the stay. Owner's shall be accountable for the behavior of their house guests.
- (G) Interior Window Treatments. No reflective windows or reflective window tinting shall be allowed.
- (H) Speed Limits and Traffic Signs. Speed Limits and traffic signs will be posted throughout WYCLIFFE by the Board of Directors. Any person violating any traffic regulations, depending on the severity of the violation, may be warned or fined and in certain cases, as determined by the Board of Directors in their sole discretion.

### **Section 3. Exculpations and Approvals**

The Association, the MC, or any of their agents may grant, withhold or deny their consent, permission or approval in any instance when their consent, permission or approval is permitted or required at their sole discretion and without any liability of any nature or kind to any Owner or any other person for any reason whatsoever and shall be indemnified and held harmless by such Owner or other person from any and all damages resulting therefrom, including, but not limited to, court costs and reasonable attorneys' fees. Every consent, permission or approval by the Association, the MC or their agents under this Declaration shall be, in writing, and binding upon all persons.

### **Section 4. Additional Protective Covenants; Enforcement.**

The Association may include in any amendment to this Declaration, contract or deed for any Unit, additional protective covenants and restrictions not inconsistent with those contained herein.

No person shall use the Common Property or any Unit in any manner contrary to, or not in accordance with, the terms and provisions of this Declaration or the rules and regulations (including Traffic Regulations) which may be promulgated by the Association from time to time.

Any loss or damage incurred by the Association due to a breach of any restriction herein by an Owner, his tenants, guests, agents or employees, shall be reimbursed by the responsible Owner. The Association may obtain recovery against such Owner in the same manner as the collectible and enforceable assessments.

The Association, through its Board of Directors, officers and the MC, shall have the authority to enforce those restrictions imposed under this Article XIV, and failure to do so shall not be deemed a waiver of the right of enforcement.

#### **ARTICLE XV INDEMNIFICATION OF OFFICERS, DIRECTORS AND MEMBERS OF THE MODIFICATIONS COMMITTEE**

Every officer of the Association, Director of the Association and member of the Modifications Committee shall be indemnified by the Association against all expenses and liability, including attorney fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been an officer, director, or member, whether or not he is an officer, director, or member at the time such expenses are incurred, except in such cases wherein the officer, director or member is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the officer, director, or member seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer, director or member may be entitled.

#### **ARTICLE XVI INSURANCE**

Insurance, other than title insurance, that shall be carried on the Common Property shall be governed by the following provisions:

##### **Section 1. Authority to Purchase; Named Insured.**

All insurance policies upon the Common Property shall be purchased by the Association. The named insureds shall be the Association. The policies shall provide that payments by the insurer for losses shall be made to the Association and any Mortgagee whose lien encumbers the Common Property, as their interests may appear.

Property and casualty insurance for all Units shall be issued by an insurance carrier licensed by the State of Florida upon purchase and maintained and paid for by the Owner, unless otherwise provided for by a District Association. Coverage limits and conditions shall be to the Association's specification and the Owner shall provide proof of acceptable coverage to the Association, upon its request, at all times.

**Section 2. Coverage.**

- (A) Casualty Insurance. All buildings and insurable Improvements on the Common Property shall be insured for fire and extended coverage perils, excluding foundation and excavation costs, at their maximum insurable replacement value, and all personal property owned by the Association shall be insured for its full insurable value, all determined annually by the Board of Directors of the Association.
- (B) Public Liability Insurance. The Association shall obtain public liability and property damage insurance covering all of the Common Property and Improvements thereon and insuring the Association and the Members as their interests appear in such amounts and providing such coverage as the Board of Directors of the Association may determine from time to time, provided, that the minimum amount of coverage shall be \$500,000 each person, and \$2,000,000 each incident. The liability insurance shall include, but not be limited to, hired and non-owned automobile coverage.
- (C) Workers' Compensation Insurance. The Association shall obtain workers' compensation insurance in order to meet the requirements of law, as necessary.
- (D) Flood Insurance. The Association shall obtain flood insurance to meet the requirements of federal, state, or local law, or any regulation enacted pursuant to federal, state or local law, as necessary.
- (E) Other Insurance. The Board of Directors of the Association shall obtain such other insurance as they shall determine from time to time to be desirable, including, but not limited to, Directors' and Officers' liability insurance.
- (F) Subrogation Waiver. If available, the Association shall obtain policies which provide that the insurer waives its right to subrogation as to any claim against Members, the Association and their respective servants, agents and guests.

**Section 3. Premiums.**

Premiums for insurance policies purchased by the Association shall be paid by the Association. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out any of the provisions of this Section shall be assessed against and collected from members as part of the Base Assessment.

**Section 4. Shares of Proceeds.**

All insurance policies purchased by the Association shall be for the benefit of the Association, and any Mortgagee whose lien encumbers the Common Property, as their interests may appear, and shall provide that all proceeds covering losses shall be paid to the Association.

**Section 5. Distribution of Proceeds.**

Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the Members in the following manner:

- (A) Reconstruction or Repair. If the damage for which proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as hereinafter provided. Any proceeds which remain after defraying such costs shall be distributed to the Members.
- (B) Failure to Reconstruct or Repair. If it is determined in the manner hereinafter provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the Members. There shall be no distribution of remaining proceeds until all debris, remains and residue have been cleared and removed, and the damaged area has been properly landscaped. In the event of loss or damage to personal and/or real property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal and/or real property as may be lost or damaged, the proceeds shall be distributed to the Members.
- (C) Certificate. In making distribution to Members, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to the names of the Members and their respective shares of the distribution.

**Section 6. Association's Power to Compromise Claims.**

The Board of Directors of the Association is hereby irrevocably appointed agent for each Member and for each owner of a mortgage or other lien, for the purpose of compromising and settling all claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor upon payment of claims.

**ARTICLE XVII  
RECONSTRUCTION OR REPAIR AFTER CASUALTY**

**Section 1. Determination to Reconstruct or Repair.**

If any part of the Common Property or Areas of Common Responsibility shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

- (A) Common Property. If the damaged Improvement is part of the Common Property, the damaged property shall be reconstructed or repaired unless it is determined by the Members of the Association that it shall not be reconstructed or repaired.
- (B) Areas of Common Responsibility. If the damaged Improvement is part of the Areas of Common Responsibility other than the Common Property, the damaged property shall be reconstructed or repaired unless it is determined by the members of the interested District Association, that it shall not be reconstructed or repaired.

**Section 2. Plans and Specifications.**

Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original buildings; or if not, then according to plans and specifications approved by the Board of Directors of the Association.

**Section 3. Estimates of Costs.**

Immediately after a determination is made to rebuild, replace, raise or repair damage to property for which the Association has the responsibility of reconstruction, replacement or repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild, replace or repair. Such costs may include professional fees and premiums for such bonds as the Board of Directors require.

**Section 4. Special Assessments.**

The amount by which an award of insurance proceeds to the Association is reduced on account of a deductible clause in an insurance policy shall be assessed equally against all Members. If the proceeds of such Assessments and of the insurance are not sufficient to defray the estimated costs of reconstruction, replacement and repair by the Association, or if at any time during reconstruction, replacement and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Special Assessments shall be made against the Members in sufficient amounts to provide funds for the payment of such costs.

**Section 5. Construction Funds.**

The funds for the payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Association and funds collected by the Association from Special Assessments shall be held in a governmentally insured escrow account and disbursed for payment of the costs of reconstruction and repair in excess of the proceeds received from insurance coverage.



**ARTICLE XVIII  
GENERAL PROVISIONS**

**Section 1. Duration and Remedies for Violation.**

The covenants and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Association, the Owner of any Unit and/or Members subject to this Declaration and their respective legal representatives, heirs, successors and assigns, for an initial term of twenty five (25) years from the date this Declaration is recorded in the Public Records of Palm Beach County, Florida. The covenants and restrictions shall automatically be extended for successive periods of twenty five (25) years unless an instrument signed by fifty-one percent (51%) of the total number of Members in the Association as have then been subject to this Declaration, has been recorded, agreeing to change or terminate the covenants and restrictions in whole or in part. Violation or breach of any condition, covenant or restriction contained in this Declaration, the By-Laws, Articles of Incorporation and/or the rules and regulations shall give the Association a right of action to compel compliance with the terms of the covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such legal action shall be borne by the Member in violation. Such entitlement to costs and attorneys' fees shall include all costs and attorneys' fees incurred by the Association, regardless of whether a lawsuit is filed. If these attorneys' fees and costs are not paid, the amount shall be deemed an assessment and shall be collectible in the same manner as an assessment as set forth elsewhere in this Declaration.

**Section 2. Compliance with Applicable Laws.**

In addition to these restrictions and covenants, the Members shall abide by the laws, ordinances, rules and regulations of the State of Florida and Palm Beach County.

**Section 3. Notice.**

Any notice required to be delivered to any Member under the provisions of this Declaration shall be deemed to have been properly delivered when mailed, postpaid, to the last known address of the person as it appears on the records of the Association at the time of such mailing.

**Section 4. Severability.**

Invalidation of anyone of these covenants and restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

**Section 5. Amendment.**

- (A) Notwithstanding any other right of amendment or modification provided in this Declaration, any amendment affecting the Water Management System, conservation or preserve areas shall require the prior written approval of South Florida Water Management District its successors or assigns.

(B) Except as specifically set forth elsewhere in this Declaration, the process of amending or modifying this Declaration shall be as follows:

(i) This Declaration may be amended:

(a) by consent of the Class "A" and Class "B" Members holding not less than two-thirds (2/3rds) of the voting interests of the membership present and voting in person or by proxy at a meeting of the membership at which a quorum exists, provided however, that the above two-thirds (2/3rds) consenting to the amendment constitutes at least thirty percent (30%) of the total voting interests of the membership eligible to vote, together with

(b) the approval or ratification of a majority of the Board of Directors of the Association. The aforementioned consent of the Members 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 By-Laws, evidenced by a certificate of the Secretary or an Assistant Secretary of the Association.

(ii) Notwithstanding the provisions of paragraph (i)(a) above, after turnover, amendments for correction of scrivener's errors or other changes which do not materially affect Members' rights hereunder, may be made by the Board of Directors of the Association alone without the need of consent of any other person, including the Members.

(iii) Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of the Association under this Declaration or any other of WYCLIFFE documents without specific written approval of the Association.

(C) Any duly adopted amendment to this Declaration shall run with and bind the Property for the same period and to the same extent as do the covenants and restrictions set forth herein.

**Section 6. Litigation.**

No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of sixty-six and two-thirds percent (66 and 2/3%) of the Board of Directors.

**Section 7. Right of Class "B" Member to Disapprove Actions.**

This Section may not be amended without the express, written consent of the Class "B" Member.

The Class "B" Member shall have a right to disapprove actions of the Board and any committees which in its reasonable judgment materially and adversely affect the use of the Country Club Property or its rights or obligations under this Declaration. This right may be exercised by the

Class "B" Member at any time within ten (10) days following the Class "B" Member's receipt of the notice of such proposed action.

**Section 8. Sanctions.**

The Association, through its Board of Directors, may impose sanctions including, without limitation, reasonable monetary fines which, if in excess of \$1,000 in the aggregate, shall constitute a lien upon the Owner's Unit for the failure by an Owner or its tenants, guest or invitees to comply with the terms and provisions hereof or any rules or regulations adopted pursuant hereto and suspension of the right to vote if the owner is delinquent in the payment of base assessments in excess of 90 days. The Board shall, in addition, have the power to seek relief in any court for violations or to abate unreasonable disturbances. Imposition of sanctions shall be subject to reasonable notice and hearing rights adopted by the Association from time to time.

**Section 9. Dissolution of Association.**

In the event of the dissolution of the Association, the Water Management System will be dedicated to a governmental agency designated or approved by South Florida Water Management District, its successors or assigns, or to another association of the Owners formed for the maintenance and management of the Water Management System as herein provided.

**Section 10. Priority of Documents.**

In the event of any conflict, the following documents shall control in the order stated: this Second Amended and Restated Declaration and any amendments thereto, the Articles, the By-Laws, and the Rules and Regulations of the Association. In the event of a conflict between the Plat of a portion of the Property and the Declaration, the Declaration shall control. The Declaration, Articles of Incorporation and By-Laws shall be deemed automatically amended to conform to Florida Statutes, Chapter 720, as amended from time to time.

**Section 11. Venue.**

The parties hereto agree that the venue for any action filed in appropriate courts regarding this Declaration shall be Palm Beach County, Florida.

**Section 12. Usage.**

Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

**Section 13. Effective Date.**

This Second Amended and Restated Declaration shall become effective upon its recordation in the public records of Palm Beach County, Florida.

IN WITNESS WHEREOF, the Association caused these presents to be executed in its name, this day and year first above written.

Signed, sealed and delivered  
in the presence of:

Witness #1:

\_\_\_\_\_  
Printed Name \_\_\_\_\_

WYCLIFFE COMMUNITY  
ASSOCIATION, INC., a Florida  
Corporation not-for-profit

Witness #2:

\_\_\_\_\_  
Printed Name \_\_\_\_\_

By: \_\_\_\_\_  
Steven Roth, President

ATTEST:

\_\_\_\_\_  
Robert Levin, Secretary

STATE OF FLORIDA            )  
  )ss  
COUNTY OF PALM BEACH    )

I HEREBY CERTIFY that on this \_\_\_\_\_ day of May, 2012, before me personally appeared Steven Roth, as President and Robert Levin, as Secretary of WYCLIFFE COMMUNITY ASSOCIATION, INC., a Florida Corporation not-for-profit, to me known to be the individuals and officers described in and who executed the aforesaid Certification as the free act and deed as such duly authorized officer; and that the official seal of the Corporation is duly affixed and the instrument is the act and deed of the Corporation.

WITNESS my signature and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_  
My Commission Expires:

EXHIBIT "A"

Parcel A

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 25; THENCE  $N02^{\circ}39'47''E$ , ALONG THE WEST LINE OF SAID SECTION 25, A DISTANCE OF 155.98 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF AN 80 FOOT RIGHT-OF-WAY FOR HOMELAND ROAD AS RECORDED IN OFFICIAL RECORD BOOK 5642 AT PAGE 1591. SAID POINT ALSO BEING THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING, CONTINUE  $N02^{\circ}39'47''E$ , ALONG THE WEST LINE OF SAID SECTION 25, A DISTANCE OF 2540.54 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE  $N02^{\circ}39'47''E$ , AND CONTINUING ALONG SAID WEST SECTION LINE, A DISTANCE OF 2424.88 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF A 120 FOOT WIDE RIGHT-OF-WAY FOR LAKE WORTH ROAD AS RECORDED IN OFFICIAL RECORD BOOK 5642 AT PAGE 1602, SAID POINT BEING ON THE ARC OF A CURVE HAVING A RADIUS OF 2404.79 FEET AND FROM WHICH A RADIAL LINE BEARS  $S29^{\circ}14'28''W$  (SAID POINT ALSO BEING  $S02^{\circ}39'47''W$  AND 271.62 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 25); THENCE, EASTERLY, DEPARTING FROM SAID WEST SECTION LINE, AND ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR LAKE WORTH ROAD, AND ALONG THE ARC OF SAID CURVE, A DISTANCE OF 517.35 FEET (THROUGH AN ANGLE OF  $10^{\circ}34'06''$ ); THENCE  $S50^{\circ}11'26''E$ , A DISTANCE OF 554.40 FEET TO THE BEGINNING OF A CURVE HAVING A RADIUS OF 2924.79 FEET AND FROM WHICH A RADIAL LINE BEARS  $N39^{\circ}48'34''E$ , THENCE, EASTERLY, A DISTANCE OF 2081.54 FEET (THROUGH AN ANGLE OF  $40^{\circ}46'36''$ ); THENCE  $N89^{\circ}01'58''E$ , CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 1536.46 FEET; THENCE  $S87^{\circ}18'19''E$ , A DISTANCE OF 250.51 FEET; THENCE  $N89^{\circ}01'58''E$ , A DISTANCE OF 358.08 FEET; THENCE  $S44^{\circ}17'40''E$ , A DISTANCE OF 54.13 FEET TO A POINT ON THE ULTIMATE WEST RIGHT-OF-WAY LINE OF A 200 FOOT WIDE RIGHT-OF-WAY FOR STATE ROAD 7 AS RECORDED IN OFFICIAL RECORD BOOK 5642 AT PAGE 1610; THENCE DEPARTING FROM SAID SOUTH RIGHT-OF-WAY LINE FOR LAKE WORTH ROAD,  $S01^{\circ}28'38''W$ , ALONG SAID WEST RIGHT-OF-WAY LINE FOR STATE ROAD 7, A DISTANCE OF 3756.97 FEET TO A POINT ON THE AFOREMENTIONED NORTH RIGHT-OF-WAY LINE OF HOMELAND ROAD; THENCE DEPARTING FROM SAID WEST RIGHT-OF-WAY LINE FOR STATE ROAD 7,  $N88^{\circ}26'38''W$ , ALONG SAID NORTH RIGHT-OF-WAY LINE FOR HOMELAND ROAD, A DISTANCE OF 2457.23 FEET; THENCE  $N86^{\circ}26'28''W$ , CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 2576.31 FEET TO THE BEGINNING OF A CURVE, HAVING A RADIUS OF 1782.67 FEET AND FROM WHICH A RADIAL LINE BEARS  $N01^{\circ}33'36''E$ ; THENCE, WESTERLY, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, A DISTANCE OF 58.20 FEET (THROUGH AN ANGLE OF  $01^{\circ}52'14''$ ) TO THE POINT OF BEGINNING.

TOGETHER WITH PARCEL B

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 25; THENCE  $S89^{\circ}07'37''E$ , ALONG THE NORTH LINE OF SAID SECTION 25, A DISTANCE OF 1486.61 FEET; THENCE  $S00^{\circ}52'23''W$  AND PERPENDICULAR TO THE PRECEDING COURSE, A DISTANCE OF 75.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF A 75 FOOT WIDE HOME IMPROVEMENT DISTRICT RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORD BOOK 1081 AT PAGE 623. SAID POINT ALSO BEING THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING, THENCE  $S89^{\circ}37'07''E$ , ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 1100.21 FEET; THENCE  $S88^{\circ}02'48''E$ , CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 1566.68 FEET; THENCE, DEPARTING FROM SAID SOUTH RIGHT-OF-WAY LINE,  $S01^{\circ}42'43''W$ , A DISTANCE OF 1286.58 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE AFOREMENTIONED LAKE WORTH ROAD; THENCE  $S89^{\circ}01'58''W$ , ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 1356.21 FEET TO THE BEGINNING OF A CURVE HAVING A RADIUS OF 2804.79 FEET AND FROM WHICH A RADIAL LINE BEARS  $S00^{\circ}52'02''W$ ; THENCE WESTERLY, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1332.63 FEET (THROUGH AN ANGLE OF  $27^{\circ}13'22''$ ) TO A POINT ON A NON-TANGENT LINE; THENCE, DEPARTING FROM SAID NORTH RIGHT-OF-WAY LINE,  $S00^{\circ}52'23''E$ , A DISTANCE OF 1090.21 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCELS CONTAIN, IN THE AGGREGATE, 540.212 ACRES MORE OR LESS. PARCEL A CONTAINS 460.887 ACRES MORE OR LESS. PARCEL B CONTAINS 79.325 ACRES MORE OR LESS.

EXHIBIT "B"

KNOW ALL MEN BY THESE PRESENTS THAT, SUNDIAL JOINT VENTURE, A FLORIDA GENERAL PARTNERSHIP, OWNERS OF THE LAND SHOWN HEREON AS "WYCLIFFE PLAT ONE", SITUATE IN SECTION 25, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 25, THENCE N01°35'29"E ALONG THE EAST LINE OF SAID SECTION 25, A DISTANCE OF 154.09 FEET; THENCE DEPARTING FROM SAID SECTION LINE, N08°24'31"W AND PERPENDICULAR TO THE PRECEDING COURSE, A DISTANCE OF 100.75 FEET TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE FOR AN ULTIMATE 200 FOOT WIDE RIGHT-OF-WAY FOR STATE ROAD 7 AS RECORDED IN OFFICIAL RECORD BOOK 5842 AT PAGE 1510 AND THE NORTH RIGHT-OF-WAY LINE OF AN 80 FOOT RIGHT-OF-WAY FOR HOMELAND ROAD AS RECORDED IN OFFICIAL RECORD BOOK 5842 AT PAGE 1591, SAID POINT ALSO BEING THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING, THENCE CONTINUE N08°26'30"W ALONG SAID NORTH RIGHT-OF-WAY LINE FOR HOMELAND ROAD, A DISTANCE OF 2457.23 FEET; THENCE N08°26'20"W AND CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 1099.93 FEET; THENCE DEPARTING FROM SAID NORTH RIGHT-OF-WAY LINE, N56°01'50"E A DISTANCE OF 550.56 FEET; THENCE N52°48'11"E A DISTANCE OF 60.61 FEET; THENCE N49°27'47"E A DISTANCE OF 206.19 FEET; THENCE N66°10'53"E A DISTANCE OF 208.52 FEET; THENCE S67°35'00"E A DISTANCE OF 173.71 FEET TO THE BEGINNING OF A CURVE HAVING A RADIUS OF 51.00 FEET AND FROM WHICH A RADIAL LINE BEARS N22°24'52"E; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 57.53 FEET (THROUGH AN ANGLE OF 04°37'55"); THENCE N47°46'37"E A DISTANCE OF 52.02 FEET TO THE BEGINNING OF A CURVE HAVING A RADIUS OF 51.00 FEET AND FROM WHICH A RADIAL LINE BEARS N42°13'03"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 45.14 FEET (THROUGH AN ANGLE OF 50°42'28"); THENCE N02°55'31"W A DISTANCE OF 502.93 FEET; THENCE N21°08'31"W A DISTANCE OF 45.24 FEET; THENCE N36°02'24"W A DISTANCE OF 28.60 FEET; THENCE N42°43'23"W A DISTANCE OF 47.67 FEET; THENCE N49°59'33"E A DISTANCE OF 513.16 FEET TO THE BEGINNING OF A CURVE HAVING A RADIUS OF 111.00 FEET AND FROM WHICH A RADIAL LINE BEARS N40°00'27"W; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 313.64 FEET (THROUGH AN ANGLE OF 22°09'30"); THENCE N27°50'03"E A DISTANCE OF 322.58 FEET; THENCE N70°37'52"E A DISTANCE OF 33.97 FEET TO A NON-TANGENT CURVE HAVING A RADIUS OF 700.06 FEET AND FROM WHICH A RADIAL LINE BEARS N23°25'40"E; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 105.35 FEET (THROUGH AN ANGLE OF 13°27'44"); THENCE S00°02'03"E A DISTANCE OF 201.02 FEET; THENCE N09°57'57"E A DISTANCE OF 50.00 FEET; THENCE N00°02'03"W A DISTANCE OF 70.18 FEET TO A NON-TANGENT CURVE HAVING A RADIUS OF 100.00 FEET AND FROM WHICH A RADIAL LINE BEARS N21°34'51"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 134.34 FEET (THROUGH AN ANGLE OF 78°50'12"); THENCE N08°33'03"W A DISTANCE OF 143.05 FEET; THENCE N19°18'16"W A DISTANCE OF 440.74 FEET; THENCE N07°24'05"W A DISTANCE OF 630.00 FEET TO THE BEGINNING OF A CURVE HAVING A RADIUS OF 197.00 FEET AND FROM WHICH A RADIAL LINE BEARS S02°35'55"W; THENCE NORTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 302.50 FEET (THROUGH AN ANGLE OF 07°58'51"); THENCE S04°37'04"W A DISTANCE OF 06.40 FEET; THENCE S69°25'27"W A DISTANCE OF 60.49 FEET; THENCE N02°44'10"E A DISTANCE OF 104.02 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF A 120 FOOT WIDE RIGHT-OF-WAY FOR LAKE WORTH ROAD AS RECORDED IN OFFICIAL RECORD BOOK 5842 AT PAGE 1604 OF THE PUBLIC RECORDS OF SAID PALM BEACH COUNTY, SAID POINT ALSO BEING ON A NON-TANGENT CURVE HAVING A RADIUS OF 2824.79 FEET AND FROM WHICH A RADIAL LINE BEARS N11°11'26"E; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 620.63 FEET (THROUGH AN ANGLE OF 12°09'20"); THENCE, CONTINUING ALONG SAID SOUTH LINE, N09°01'50"E A DISTANCE OF 1530.48 FEET; THENCE S07°18'10"E A DISTANCE OF 250.51 FEET; THENCE, CONTINUING ALONG SAID SOUTH LINE, N09°01'50"E A DISTANCE OF 350.00 FEET; THENCE S44°37'40"E A DISTANCE OF 54.13 FEET TO THE INTERSECTION OF SAID SOUTH LINE AND THE AFOREMENTIONED WEST RIGHT-OF-WAY LINE OF STATE ROAD 7; THENCE S01°20'30"W, ALONG SAID WEST LINE, A DISTANCE OF 3756.97 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 250.740 ACRES OF LAND, MORE OR LESS.

EXHIBIT "C"

# Wycliffe Golf & Country Club Community

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