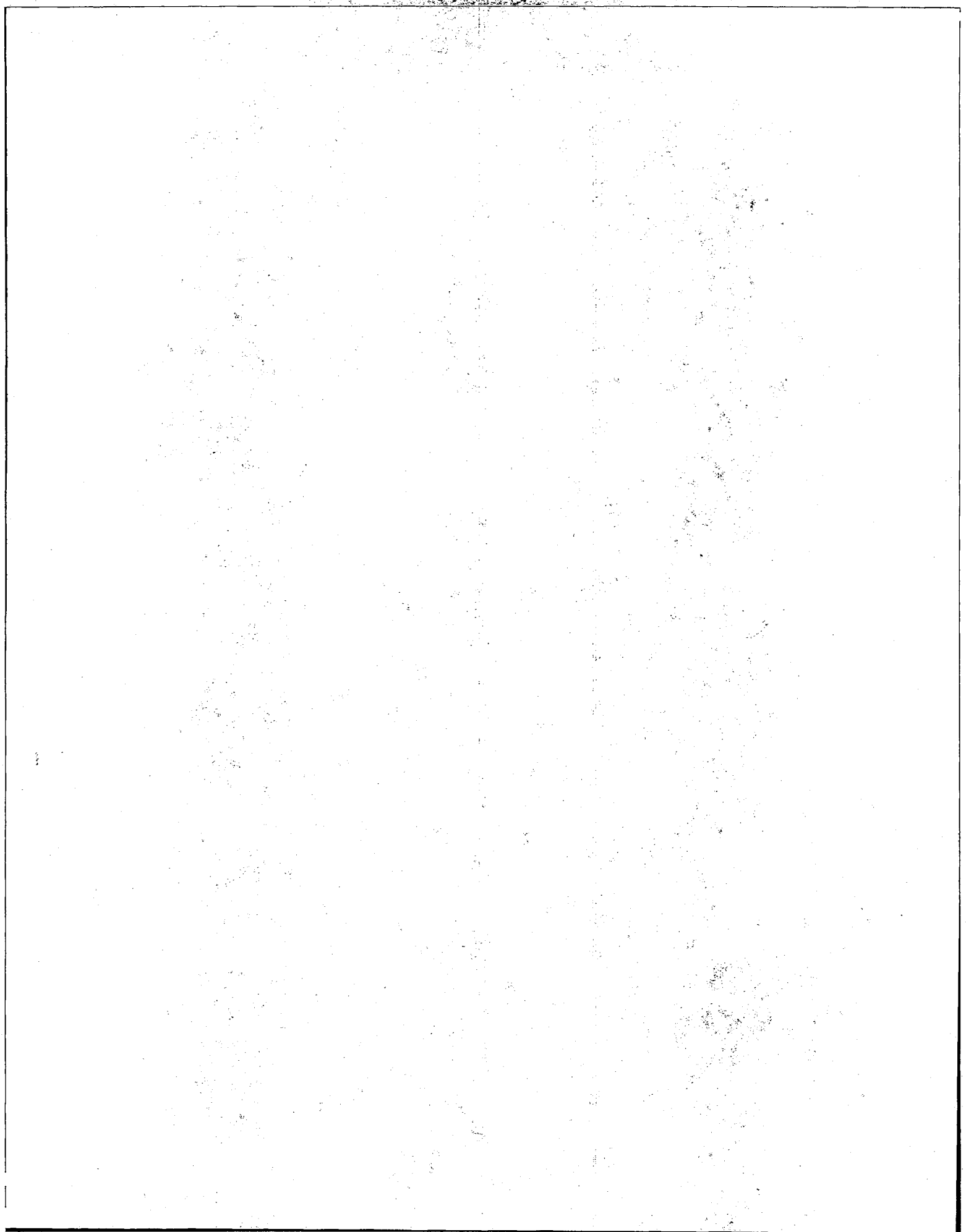


Wycliffe Community Association, Inc.

Homeowner Documents

February 2005



**ARTICLES OF INCORPORATION
OF
WYCLIFFE COMMUNITY ASSOCIATION, INC.**
(as amended through December 2004)

**ARTICLE I
Name**

The name of the corporation shall be WYCLIFFE COMMUNITY ASSOCIATION, INC. (the "Association").

**ARTICLE II
Duration**

The Association shall exist perpetually unless sooner dissolved according to law.

**ARTICLE III
Purposes**

The Association does not contemplate pecuniary gain or profit to the members thereof, and the principal objectives and purposes for which the Association is formed are to provide for a properly authorized and financially responsible entity which is acceptable to the proper state and local governmental divisions and/or subdivisions thereof to acquire, reacquire, own, maintain, preserve, control and safeguard the streets and private roadways, lakes and Water Management System, conservation, wetland and preserve areas, public rights-of-way, medians, canals, irrigation systems, landscaping, street lights, signs entry features, sprinklers, walks and other common area facilities and improvements, pipes and pumps common to the residential community known as "Wycliffe Golf and Country Club" ("Wycliffe") in the City of Lake Worth, Palm Beach County, Florida, as more fully described in the Declaration of Covenants, Conditions, and Restrictions for Wycliffe Golf and Country Club ("Declaration") as recorded in the Public Records of Palm Beach County, Florida and as same may be amended from time to time, and such additional portions of Wycliffe as may be brought within the jurisdiction of the Association; to maintain the Community Standard as more particularly defined in the Declaration; and to maintain, preserve, control and safeguard those certain Areas of Common Responsibility, if any, which by the terms of the Declaration may become the responsibility of the Association and to perform such other duties and obligations as set forth in the Declaration.

- A. To establish a not for profit organization for the purpose of acquiring, constructing, renovating, managing, maintaining and caring for various facilities, including without limitation common areas of the Wycliffe community, Areas of Shared Responsibility, as defined in the Declaration, Water Management Systems, and other facilities necessary or desirable in furtherance of the purpose of the Association all primarily for the benefit of the members.

- B. To further promote the congenial atmosphere among the members of the Association furthering their common interests and objectives and the maintenance of the Community Standard.
- C. To assess and collect from members base assessments, special assessments and other assessments as provided for in the Declaration.
- D. To do everything necessary, proper or convenient for the accomplishment of the purposes set forth herein and in the Declaration, and to do every other act which is not forbidden under the laws of the United States of America, the State of Florida (specifically Chapter 617) or by the provisions of these Articles of Incorporation.
- E. The Association intends that it qualify for exemption from federal income taxes under the Internal Revenue Code, as amended, and these Articles of Incorporation shall be construed consistently with the requirements thereof.

ARTICLE IV 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. SUNDIAL JOINT VENTURE, as Declarant under the Declaration, and the fee simple title holder to the Country Club Property, as defined in the Declaration, shall also be members 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. The Declarant shall be a Member of the Association so long as the Declarant owns any portion of the real property encumbered by the Declaration ("Property") or any Unit. Declarant, by including additional real property within the imposition of the Declaration, may cause additional membership in the Association and may designate the ownership basis for such additional membership.

ARTICLE V Voting Rights

The Association shall have three (3) types of voting Members:

- A. Class "A". Class "A" Members shall be all Owners with the exception of the Class "B" Member, if any. 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 matter on which the Membership are entitled to vote, which vote may be exercised or cast by the Member in such manner as may be provided in the Bylaws. 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 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 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. Class "B". Until and subject to the turnover of the ownership and control to the Association, the Class "B" Member shall be the Declarant and any successor of the Declarant who takes title for the purpose of development and sale, and who is designated as such in a recorded instrument executed by Declarant. Notwithstanding anything contained herein to the contrary, the Class "B" Member shall have the right to retain control of the Association, until all Units owned by Declarant, as defined in the Declaration, have been sold in the ordinary course of business to third party users of the Units and closed, or until such earlier time, as is determined by Declarant in its sole and absolute discretion. Class "B" Membership shall terminate and convert to Class "A" Membership upon the earlier (i) conveyance in the ordinary course of business of the last Unit owned by Declarant to a third party user of the Unit; or (ii) when the Declarant turns over control of the Association. In the event Declarant elects to turnover its ownership and control of the Association prior to the conveyance in the ordinary course of business of the last Unit owned by Declarant to a third party user of the Unit, then the Declarant shall have a continuing right to "veto" and prohibit any policy or administrative decision of the Association which will adversely impact sales, marketing, development, construction or the condition or appearance of "Wycliffe". Such veto power of Declarant shall continue until all Units owned by Declarant have been conveyed in the ordinary course of business to an ultimate third party user.
- C. Class "C". The Class "C" Member shall be the fee-simple title holder to the Country Club Property, as defined in the Declaration. The Class "C" Member shall be entitled to cast, through its representative, twenty-five (25) votes with respect to Association matters requiring membership vote, unless specified otherwise in these Articles of Incorporation, the Declaration or the By-Laws. The Class "C" Member shall designate its representative by filing written notice of such designation with the Secretary of the Association and such representative may cast all such votes of the Class "C" Member as he or she, in his or her sole discretion, deems appropriate.
- D. Districts. Every Unit shall be located within a District as defined in the Declaration.

Each District shall select, either by election, appointment or otherwise, its representative to serve as a Director and each such director may cast all such votes as he or she, in his or her sole discretion, deems appropriate.

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. Each District shall select its representative to serve as a director on the Board of Directors for the following year at its annual meeting.

ARTICLE VI

Board of Directors

The affairs of the Association shall be administered by the Board of Directors consisting of not less than four (4) nor more than fifteen (15) persons who are Members of the Association. The first Board of Directors shall consist of four (4) Members. After turnover of control of the Association by the Declarant, the members then serving on the Association's Advisory Committee shall serve as the interim Board of Directors until the first selection of directors by the Districts and the Class "C" Member. The interim Board of Directors and all subsequent boards of directors shall be in the following proportions: (i) one (1) director representing each of the fourteen (14) Districts comprising "Wycliffe", as defined in the Declaration, and (ii) one (1) director who shall always be selected by the Class "C" Member, with each such director being selected only by members of his/her respective District.

The directors named in these Articles shall serve until the turnover of control of the Association by the Declarant. Any vacancies occurring on the interim Board of Directors shall be filled by the remaining directors provided such successor director is an owner of a Unit within the same District as a vacated director. Any vacancies occurring after the turnover of control of the Association by the Declarant shall always be filled in the same proportions as provided for herein.

The names and addresses of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Harvey Geller

Wycliffe Golf and Country Club, 4321 State Road 7, Lake Worth, Florida 33467

John C. Csapo

Wycliffe Golf and Country Club, 4321 State Road 7, Lake Worth, Florida 33467

Richard Jerman

Wycliffe Golf and Country Club, 4321 State Road 7, Lake Worth, Florida 33467

Richard Mullins

Wycliffe Golf and Country Club, 4321 State Road 7, Lake Worth, Florida 33467

ARTICLE VII
Dissolution

In the event of the dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE VIII
Amendments

Amendment to these Articles shall require the consent of a majority (51%) of the Board of Directors.

Notwithstanding the foregoing, these Articles of Incorporation may not be amended in any manner that shall conflict with the terms of the Declaration or adversely affect the rights of Declarant, without Declarant's prior written approval; 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 these Articles of Incorporation contrary to these prohibitions shall be of no force or effect.

ARTICLE IX
Subscribers

Lynda J. Harris
1900 Northbridge Tower I: 1515 Flagler Drive
West Palm Beach, Florida 33401

ARTICLE X
Officers

The officers of the Association shall be a President, A vice-President, a Secretary, a Treasurer, and such other officers as may be provided in the By-Laws. The names and addresses of the persons who shall serve as officers of the Association until their successors are designated by the Board of Directors are as follows:

President: Harvey Geller
 Wycliffe Golf and Country Club
 4321 State Road 7, Lake Worth, Florida 33467

Secretary: John C. Csapo
Wycliffe Golf and Country Club
4321 State Road 7, Lake Worth, Florida 33467

Treasurer: Richard Jerman
Wycliffe Golf and Country Club
4321 State Road 7, Lake Worth, Florida 33467

ARTICLE XI

Indemnification of Officers and Directors

The Association shall indemnify and Director or officers of the Association who is made a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director or officer of the Association or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, association, partnership, joint venture, trust or other enterprise:

- A. Against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually or reasonably incurred by him in connection with an action, suit or proceeding (other than one by or in the right of the Association) if he acted in good faith, and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; and
- B. Against expenses (including attorney's fees) actually and reasonably incurred by him in connection with the defense or settlement of an action or suit by or in the right of the Association, if he acted in good faith.

The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith, and, with respect to and criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

No indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for malfeasance or intentional misconduct in the performance of his duty to the Association unless and only to the extent that the Court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonable entitled to indemnity for such expense which such court shall deem proper.

Any indemnification under this Article XI (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in this Article XI. Such determination shall be made (1) by the Board of Directors by a vote of fifty-one percent (51%) of the Directors who were not parties to such action, suit or proceeding.

Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association from time to time as incurred rather than only after the final disposition of such action, suit or proceeding. Payment of such expenses shall be authorized by the Board of Directors in each specific case only after receipt by the Association of an undertaking by or on behalf of the Director or officer to repay such amounts if it shall later develop that he is not entitled to be indemnified by the Association.

Notwithstanding the foregoing provisions, indemnification provided under this Article XI shall not indemnification for any action of a Director, officer or employee of the Association for which indemnification is deemed to be against public policy. In the event that indemnification provided under this resolution is deemed to be against public policy, such an event shall not invalidate or affect any other right of indemnification herein provided.

The Association shall have the power, but shall not be obligated to purchase and maintain indemnification insurance to provide coverage for any liability asserted against any Director, officer or employee of the Association in any of his capacities as described in this Article, whether or not the Association would have the power to indemnify him or her under this Article.

Any person requesting indemnification shall first look to any insurance maintained by the Association for indemnification against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement (as described above). The Association shall be obligated to indemnify such person (if entitled to indemnification by the Association) only to the extent such insurance does not indemnify such person. In the event that any expenses, judgments, fines or amounts paid in settlement are paid pursuant to insurance maintained by the Association, the Association shall have no obligation to reimburse the insurance company.

ARTICLE XII

Transactions in which Directors or Officers are interested

No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its officers or directors are officers or directors of this Association shall be invalid, void or voidable solely for this reason, or solely because the officer or Director is present or participates in meetings of the Board or committee thereof which authorized the contract or transaction, or solely because said officers or Directors votes are counted for such purpose. No director or officer of the Association shall incur liability by reason of the fact that said Director or officer may be interested in any such contract or transaction.

Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE XIII
Initial Registered Office and Agent

The street address of the initial registered office of this Corporation is 1900 Northbridge Tower I – 1515 N. Flagler Drive, West Palm Beach, Florida 33401 and the name of the initial registered agent of this Corporation at that address is Lynda J. Harris.

WCA Articles of Incorporation 5208

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WYCLIFFE GOLF AND COUNTRY CLUB**
(As amended through December 2004)

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

This **AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WYCLIFFE GOLF & COUNTRY CLUB** made and executed this 31st day of January, 1995 by **KENCO COMMUNITIES I, INC.**, a Florida corporation (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, Sundial Joint Venture, a Florida general partnership ("Sundial"), 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"); and

WHEREAS, it was the intent of Sundial to establish a general plan and uniform scheme of development and improvement of the property legally described on Exhibit "A" attached hereto (referred to herein sometimes as "WYCLIFFE" or the "Property") as a planned residential community consisting of residential districts and sub-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, Sundial wished to provide for the preservation and enhancement of property values and amenities within WYCLIFFE and to provide a flexible and reasonable procedure for the development of the Property and to establish a method for the administration, maintenance, preservation, use and enjoyment of WYCLIFFE, and to that end subjected the Property to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions set forth in the Original Master Declaration; and

WHEREAS, Sundial caused WYCLIFFE COMMUNITY ASSOCIATION, INC., a Florida Corporation not-for-profit, to be formed (the "Association"), which Association joined in the Original Master Declaration and to which there has been and will be delegated and assigned certain powers and duties of operation, administration, maintenance and repair of portions of WYCLIFFE so that the Association could 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

WHEREAS, under Article XVIII of the Original Master Declaration, Sundial had the right at any time prior to the Turnover, in its sole discretion, to modify or amend the covenants, conditions, restrictions and other provisions of the Original Master Declaration without the consent of the Association or the Members; and

WHEREAS, Declarant acquired Sundial's remaining interest in WYCLIFFE and has been designated as the "Declarant" under the Original Master Declaration and desires to amend and restate in its entirety the Original Master Declaration and is executing this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Wycliffe Golf & Country Club for such purpose.

NOW, THEREFORE, Declarant hereby declares that all of the terms and provisions of the 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 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 Board of Directors of the Association.
- (F) Broker shall mean and refer to Wycliffe Country Club Realty, Inc. and its successors and assigns.
- (G) Builder shall mean and refer to any individual(s) or entity other than Declarant, which shall acquire a Unit within the Property for the purpose of development and sale.
- (H) By-Laws shall mean and refer to the By-Laws of the Association, as the same may be amended from time to time.
- (I) Class "A" Member shall mean and refer to each Owner with the exception of the Class B Member and the Class C Member, if any.

- (J) Class "B" Member shall mean and refer to the Declarant and any successor or assignee of Declarant who takes title for the purpose of development and sale and who is designated as such in a recorded instrument executed by the immediately preceding Declarant.
- (K) Class "C" Member shall mean and refer to the fee simple title holder(s) to the Country Club Property.
- (L) 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.
- (M) 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.
- (N) 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 New Construction Committee from time to time.
- (O) 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.
- (P) Country Club shall mean and refer to WYCLIFFE GOLF AND COUNTRY CLUB, INC., a Florida corporation not-for-profit.
- (Q) Country Club Property shall mean and refer to the land and recreational facilities comprising a portion of WYCLIFFE which is privately owned by Declarant, its successors or assigns, 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."
- (R) Declarant shall mean and refer to KENCO COMMUNITIES I, INC., a Florida corporation, its successors and assigns who take title to any portion of the real property described in Exhibit "A" for the purpose of development and sale, and are designated as the Declarant hereunder in a recorded instrument executed by the then Declarant. The Declarant may make partial or multiple assignments of its rights hereunder. All such successors or assigns shall be deemed to be the Declarant as to those rights which may have been assigned to them. At such time as a Declarant has assigned all of its rights and interests under this Declaration, it shall be relieved from all further liability hereunder.

- (S) Declaration shall mean and refer to this instrument, and all exhibits hereto, as it may be amended from time to time.
- (T) 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. The Development Plan may be modified as Declarant may determine in its sole discretion without the approval or consent of the Owners, the Association, any mortgagee of any portion of the Property or any other person or entity.
- (U) Districts(s) shall mean and refer to all residential Pods comprised of or to be developed as the same housing type designated on the Development Plan, as same may be modified by Declarant in its sole discretion from time to time whether or not governed by an additional homeowners association 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. For example, and by way of illustration and not limitation, all Pods designated for condominium form of ownership shall collectively constitute one (1) District, as shall all Pods designated for townhouse development, duplex development, cluster home development, patio or zero lot line home development, rental apartment complex development, or single-family detached housing development. 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. Districts may be divided or combined as Declarant, in its sole discretion, may from time to time determine.
- (V) 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.
- (AA) 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.
- (BB) 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 approved by Declarant, agency of the United States Government, or Declarant, which holds a first mortgage of public record on any Unit or Pod or on any other portion of the Property, and the holder of any mortgage of public record given or assumed by Declarant, whether a first mortgage or otherwise, and their successors and assigns.

- (Y) 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.
- (Z) Member shall mean and refer to a Class "A" Member, a Class "B" Member, and a Class "C" Member of the Association.
- (AA) 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.
- (BB) Mortgage shall mean and refer to a permanent or construction mortgage or any other form of security deed affecting a portion of the Property.
- (CC) Mortgagee shall mean and refer to a beneficiary or holder of a Mortgage.
- (DD) New Construction Committee shall mean and refer to that committee of the Association formed to promulgate design and development guidelines and application and review procedures for new construction upon the Property and to review and approve the plans for same.
- (EE) 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.
- (FF) Pod shall mean and refer to a parcel of vacant land or land on which improvements are under construction as designated on the Development Plan or the site plan approved by Declarant, whichever is more recent, as same may be modified by Declarant in its sole discretion from time to time.
- (GG) Project shall mean and refer to that residential golf course community to be developed and located on the real property identified in Exhibit "A" hereto and known as WYCLIFFE GOLF & COUNTRY CLUB.
- (HH) 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 as is hereafter subjected to this Declaration by a Supplemental Declaration.
- (II) 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.
- (JJ) Street shall mean and refer to any street, highway, or other thoroughfare which is constructed by Declarant or its designee, 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.

(KK) *Intentionally Deleted*

(LL) District Assessment shall mean and refer to assessments levied against the Units in a particular District to fund District Expenses.

(MM) 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.

(NN) 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.

(OO) 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.

(AA) 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.

(QQ) 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.

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

In the case of a Pod of vacant land or land on which improvements are under construction, the Pod shall be deemed to contain a number of Units designated for such Pod on the Development Plan or the site plan approved by Declarant, whichever is more recent, as same may be modified by Declarant in its sole discretion from time to time, until such time as a certificate of occupancy is issued on all or a portion thereof by the local government entity having jurisdiction, after which the portion designated in the certificate of occupancy shall constitute a separate Unit or Units as determined above and the number of Units on the remaining land, if any, shall continue to be determined in accordance with this paragraph.

(RR) Country Club Representative shall mean and refer to the Director designated by Class C 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.

(SS) 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.

(TT) Class "B" Control Period shall mean and refer to the period of time during which the Class "B" Member is entitled to appoint the members of the Board of Directors, as provided in Article III, Section 2 of the By-Laws.

ARTICLE II DEVELOPMENT CONCEPT

Section 1. Planned Residential Development.

Declarant intends to develop all or a portion of WYCLIFFE GOLF & COUNTRY CLUB as a multi-staged, planned residential development. The initial phase of development is that portion of the Property more particularly described in Exhibit "B" attached hereto and made a part hereof.

The Units shall be located in one or more Districts. The assignment of Pods to specific Districts is subject to revision and modification throughout the Project at Declarant's sole discretion. Each District may be developed by Declarant or a Builder. 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) Declarant and its predecessors have developed Wycliffe Golf & Country Club on a portion of the Property.

(B) Except as set forth in Section 2(C) below, Membership in the Country Club is mandatory and shall be required by all Owners within WYCLIFFE who acquire fee simple title to any Unit subsequent to the effective date of this Amendment [Dec. 17, 2004].

(C) Membership in the Country Club is not mandatory but may be made available to Owners within WYCLIFFE who had contracted in writing to purchase or who owned Units prior to the effective date of this Amendment [Dec. 17, 2004] who are not Country Club members, subject to availability, but neither membership in the Association nor occupancy of a Unit prior to the effective date of this Amendment [Dec. 17, 2004] shall confer any ownership interest in or any vested right or easement, prescriptive or otherwise, to use the Country Club Property or to acquire a membership in the Country Club. 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.

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. In keeping with Declarant's intent to establish a general plan and uniform scheme of development and improvement, the restrictions and other terms set forth in this Declaration shall also be enforceable by the Owners among themselves subject to the reserved powers of Declarant 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. Further, the express intent of the Declarant and this Declaration is that the substantive rights hereunder shall not be retroactively affected by legislation subsequent to the date of this Declaration.

NOTWITHSTANDING ANY TERMS OF THIS DECLARATION, OR ANY OTHER DOCUMENTS, BROCHURES OR PLANS, DECLARANT HEREBY STATES THAT THIS DEVELOPMENT CONCEPT REPRESENTS ONLY ITS PRESENT INTENTION WITH RESPECT TO DEVELOPMENT OF THE PROPERTY, AND DECLARANT HEREBY RESERVES THE RIGHT TO MODIFY THE DEVELOPMENT CONCEPT, INCLUDING THE NUMBER AND TYPE OF UNITS OR PODS, THE PLANS AND COMPOSITION OF THE COMMON PROPERTY AND COUNTRY CLUB PROPERTY AND TO WITHDRAW PROPERTY FROM THIS DECLARATION SUBJECT TO PALM BEACH COUNTY APPROVAL, AT ANY TIME AS IT DEEMS DESIRABLE IN ITS SOLE AND ABSOLUTE DISCRETION. SUCH AMENDMENTS MAY BE MADE BY DECLARANT WITHOUT THE JOINDER OR CONSENT OF THE ASSOCIATION, OTHER OWNERS, OR MORTGAGEES OF ANY PORTION OF THE PROJECT, OR ANY OTHER PERSON OR ENTITY.

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.

Declarant shall have the right and power, but neither the duty nor the obligation, in its sole and absolute discretion and by its sole act, to subject additional property to this Declaration from time to time by executing and recording in the Public Records of Palm Beach County, Florida a Supplemental Declaration specifying such additional property. Such amendments shall not require the joinder or consent of the Association, other Owners or Mortgagees of any portion of the Project, or any other person or entity.

Declarant may in the future, but shall have no obligation to, add all or portions of a parcel of real property (the "Proposed Additional Property") to the north of the Property to the effect of this

Declaration. If all or portions of such Proposed Additional Property is added to the effect of this Declaration, then, among other things, a roadway and related improvements may be constructed north to the Proposed Additional Property, which may be Common Property under this Declaration and ultimately conveyed to the Association.

Section 3. Withdrawal.

Declarant hereby reserves the right to amend this Declaration, in its sole and absolute discretion and by its sole act, for the purpose of withdrawing certain portions of the Property then owned by the Declarant or its affiliates or the Association from the provisions of this Declaration to the extent originally included in error or as a result of any changes whatsoever in the Development Plan desired to be effective by the Declarant, provided such withdrawal is not contrary to the overall uniform scheme of development and improvement of WYCLIFFE. Notwithstanding the foregoing, no property may be withdrawn from the provisions of this Declaration without the prior written consent of Palm Beach County.

Section 4. Transfer or Assignment by Declarant.

The Property, rights and obligations of Declarant may be transferred or assigned, in whole or in part, to another person or entity. No such transfer or assignment, however, shall effect any revocation, change or addition to the covenants established by this Declaration except as hereinafter provided.

Section 5. 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.

Declarant has caused the formation of the Association 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. Declarant and the fee simple title holder

to the Country Club Property shall also be Members 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. The Declarant shall be a Member of the Association so long as the Declarant owns any portion of the Property or a Unit. Declarant, by including additional property within the imposition of this Declaration, may cause additional membership in the Association and may designate the ownership basis for such additional membership.

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 or adversely affect the rights of Declarant, without Declarant's prior written approval; 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 rights of the Class "B" Member, including the right to approve actions taken under this Declaration and the By-Laws, are specified elsewhere in this Declaration and the By-Laws. Notwithstanding anything contained herein to the contrary, the Class "B" Member shall have the right to retain control of the Association until all Units owned by Declarant and all Builders have

been sold to third party users of the Units and closed, or until such earlier time, as is determined by Declarant in its sole and absolute discretion. So long as Declarant retains control of the Association, Declarant shall have the right to appoint all members of the Board of Directors and to approve the officers of the Association. So long as Declarant retains control of the Association, Declarant shall have the right to appoint all members of the New Construction Committee and the Modifications Committee. Class "B" Membership shall terminate and convert to Class "A" Membership upon the earlier (i) conveyance of the last Unit owned by Declarant to a third party user of the Unit; or (ii) when the Declarant turns over control of the Association. In the event Declarant elects to or does turnover its ownership and control of the Association prior to the conveyance of the last unit owned by Declarant to a third party user of the Unit, then the Declarant shall have a continuing right to "veto" and prohibit any policy or administrative decision of the Association which will adversely impact sales, marketing, development, construction or the condition or appearance of WYCLIFFE. Such veto power of Declarant shall continue until all Units owned by Declarant have been conveyed to an ultimate third party user.

In the event Declarant shall enter into any contracts or other agreements for the benefit of the Owners, the Declarant may, at its sole option, assign its obligations under such contracts or other agreements to the Association, and in such event, the Association shall be required to assume and accept such obligations.

(C) 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 "C" 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 "C" Member, as he or she, in his or her sole discretion, deems appropriate.

(D) 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.

Following the expiration of the Class "B" Control Period, 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 "C" 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.

Initially, the Country Club Property and each portion of the Property which is separately designated as a Pod on the Development Plan shall constitute a District unless the Declarant in a written, recorded instrument shall provide otherwise. The Builder of any such District may apply to the Board of Directors to divide the Pod constituting the District into more than one (1) District or to combine two (2) Districts into one (1) District. Any such application shall be in writing and shall include a plat or survey of the entire Pod which indicates the boundaries of the proposed District. A District division requested by the Builder of the District shall automatically be deemed granted unless the Board of Directors denies such application in writing within thirty (30) days of its receipt thereof. The Board of Directors may deny an application only upon determination that there is no reasonable basis for distinguishing between the areas proposed to be divided into separate Districts. All applications and copies of any denials shall be filed with the books and records of the Association and shall be maintained as long as this Declaration is in effect.

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 is not in good standing. A Member shall be considered "not in good standing" during any period of time in which he is delinquent in the payment of any Assessment, 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 or exercise any other right or privilege of a Member of the Association.

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.

Section 2. Acquisition and Sale of Property.

The Association shall have the power and authority to acquire such interests in real and personal property and to withdraw such portions of the Common Property as it may deem beneficial to its Members, subject to the provisions of Article III, Section 3 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). 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.

Declarant, its affiliates, subsidiaries, successors and/or assigns, may be the management agent for the Association and may hire such employees, including but not limited to: attorneys, accountants, bookkeepers, gardeners, security guards and laborers, as Declarant may deem necessary in order to maintain the property described in this Article. No management agreement between the Association and Declarant or its affiliates or its subsidiaries shall be held invalid solely for the reason that at the time of entering into the agreement, the employees, officers or agents of Declarant or its affiliates, or its subsidiaries were the officers, directors and/or employees of the Association. In the alternative, the Declarant may select an individual or entity wholly unrelated to Declarant to act as the management agent in its sole and absolute discretion.

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, 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 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 hereof, 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.

Declarant may retain the legal title to the Common Property until such time as the Class "B" membership shall cease and terminate. On that date on which the Class "B" membership ceases and terminates, or sooner at Declarant's option, Declarant or its successors and assigns shall convey and transfer the record fee simple title to the Common Property then owned by Declarant or its successors or assigns to the Association by quit claim deed and bill of sale and the Association shall accept such conveyance, subject to taxes for the year of conveyance and transfer, matters of survey and to restrictions, limitations, conditions, reservations and easements of record. The Association shall be obligated to pay any documentary stamp tax or other transfer tax and the cost of any survey or title insurance that may be procured by the Association in connection with the conveyance and transfer.

THE ASSOCIATION SHALL ACCEPT "WHERE IS, AS IS" THE CONVEYANCE OF SUCH PROPERTY WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WITH RESPECT THERETO, OR WITH RESPECT TO THE IMPROVEMENTS AND REPAIRS TO BE COMPLETED AFTER THE CONVEYANCE, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE ORDINARY OR ANY PARTICULAR PURPOSE, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES REGARDING FUTURE REPAIRS OR REGARDING THE CONDITION, CONSTRUCTION, ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF THE SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS OR FURNITURE WHICH HAS BEEN OR WILL BE USED IN SUCH PROPERTY OR REPAIRS, EXCEPT AS SET FORTH HEREIN. BY ACCEPTANCE OF AN INTEREST IN ANY SUCH PROPERTY OR THE DEED TO ANY UNIT, THE ASSOCIATION AND ALL OWNERS RELEASE DECLARANT FROM ANY CLAIMS AND WARRANT THAT NO CLAIM SHALL BE MADE

BY THE ASSOCIATION OR ANY OWNER RELATING TO THE CONDITION, OR COMPLETENESS OF SUCH PROPERTY OR REPAIRS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING THEREFROM.

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.

Section 3. Payments by Declarant.

Notwithstanding any of the foregoing provisions, Declarant shall not be responsible for payment of any maintenance reserve contributions which may be assessed against the ultimate buyers of Units from Builders.

Section 4. Amendments.

This Article may not be amended without the express written consent of the Declarant until all Units owned by Declarant or any Builder have been sold to third party users of the Unit and closed, or until the recording by Declarant of a waiver statement that all sales activity has ceased.

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;

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 "C" Member shall be assessed at a rate of twenty five (25) Base Assessments for the Country Club Property. Except as hereinafter provided, Builders shall pay one hundred (100%) percent of the Base Assessment levied upon the Units designated for such Pod on the Development Plan or on the replat of their respective Pod, whichever is greater. So long as Units owned by Builders remain unoccupied, Builders shall pay the Base Assessment less the budgeted cost of any benefits unique to occupancy and not then available to the Builder such as cable TV and electronic monitoring system charges and less all Reserves assessed as part of the Base Assessment. Notwithstanding the foregoing, Builder's may, by separate agreement with the Board of Directors, be exempted from paying Reserves assessed as part of the Base Assessment, and shall be specifically exempted from payment of Reserves on model Units so long as such Units are used for the respective Builder's sales program and not otherwise occupied. Such Base Assessments to Builders shall be adjusted at least semi-annually to reflect sales to ultimate purchasers. 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. Notwithstanding the foregoing, Builders shall be exempted from any Special Assessment as to any Units owned by a Builder and not occupied or occupied only for use as part of its sales program. The Class "C" 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 a Special Assessment exceeds FIVE HUNDRED (\$500.00) DOLLARS per Unit, 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 and such meeting is called at least in part to secure this approval by an

affirmative vote of no less than fifty one (51%) percent of the Board of Directors present in person or by proxy. 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. Declarant shall have the right to approve all Special Assessments before they are made during the Class "B" Control Period. NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION TO THE CONTRARY, DECLARANT SHALL NEVER BE OBLIGATED TO PAY SPECIAL ASSESSMENTS AND PROPERTY OR UNITS OWNED BY DECLARANT SHALL NEVER BE ASSESSED FOR SAME.

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, and each Builder by acceptance of a deed or other instrument of conveyance conveying a Pod or one or more Units, 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 Pod or Unit is conveyed to the Owner, Member or Builder.

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. The assessment, together with interest thereon 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, subsequent to the turnover of ownership and control to its membership, 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. 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, Pod 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 cost of such action, interest on the assessment at the maximum rate, as above provided, 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.

The lien for assessments for which provision is herein made shall be subordinate to the lien of any Institutional Mortgagee. Such subordination shall, however, apply only to the assessments which have become due and payable prior to a final sale or transfer of the mortgaged Unit, Pod or Country Club Property pursuant to a decree of foreclosure, or in any other proceeding or conveyance in lieu of foreclosure of a Mortgage. No sale or transfer shall relieve any Unit, Pod 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. Payments by Declarant.

Notwithstanding any of the foregoing provisions, Declarant shall not be responsible for the payment of any assessments or Reserves except for the following:

Beginning in the 2005 budget year, and not before, Units owned by Declarant shall be included in the denominator of the formula for calculation of Base Assessments, but only as follows: (a) 50% of the Units owned by the Declarant as of January 1, 2005 shall be included in the denominator of the formula for calculating Base Assessments for the 2005 budget year ("2005 Cap"); (b) 50% of the remaining Units owned by Declarant as of January 1, 2006 shall be included in the denominator of the formula for calculating Base Assessments for the 2006 budget year ("2006 Cap"); (c) all of the Units owned by Declarant as of January 1, 2007 will be included in the denominator of the formula for calculating Base Assessments for the 2007 budget year. In identifying which Units have been included in the denominator of the formula for calculating Base Assessments for the 2005 and 2006 budget years, Units closed by Declarant during the 2005 budget year shall be considered among the 50% of Declarant's Units which were included in calculating Base Assessments for the 2005 budget year up to the 2005 Cap, Units closed by Declarant during the 2006 budget year shall be considered among the 50% of Declarant's remaining Units which were included in calculating Base Assessments for the 2006 budget year up to that 2006 Cap. It is the intention hereunder that for each Unit owned by Declarant at the beginning of any budget year after 2004 which is included in the denominator of the formula for calculating Base Assessments hereunder and which is conveyed to another party during that budget year, the Association will be entitled to the full amount of the Base Assessments applicable to that Unit for that budget year, but not more from Declarant. The new Unit purchaser is also responsible for all other assessments due after the purchaser takes title to the new Unit. Therefore,

if title to a Unit owned by Declarant at the beginning of any budget year after 2004 which is included in the denominator of the formula for calculating Base Assessments hereunder is conveyed to another party during that budget year, then the responsibility for the Base Assessment for that budget year shall be allocated pro rata between Declarant and the Unit purchaser based on the date of conveyance during that budget year.

Section 13. 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 "C" 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 us 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 14. Manchester Lakes Berm Assessment.

Beginning with the 2005 budget year and continuing thereafter, the portion of the maintenance cost with respect to maintaining the Manchester Lakes Berm and landscaping shall be shared by the Association and the Manchester Lakes District owners as follows: 55% of the maintenance cost will be borne as a common expense of the Association and 45% of that maintenance cost will be borne as a District expense by the owners of Units in the Manchester Lakes District. The current level, scope and type of maintenance of the Manchester Lakes Berm and landscaping will continue to be provided. 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, Declarant 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 Sub-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 Sub-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 Declarant and the Association, to borrow money for the purpose of maintaining or improving the Common Property.
- (B) The right of Declarant and the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure.
- (C) The right of the Association to suspend the enjoyment rights and easements of any Owner for any period during which any assessment remains unpaid by that Owner, 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.

Declarant hereby grants to the Association and the other persons and entities hereinafter set forth, and Declarant reserves unto itself, and its nominees the right, on behalf of itself, its nominees and the Association, 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 Declarant, 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 the Declarant and/or approved by Declarant. The Declarant, the Association (and such other entity or entities as indicated on the plats) and any party designated by the Declarant or 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 Declarant, 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 Declarant. 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 neither Declarant nor any of Declarant's affiliates or agents nor any other entity designing, constructing, owning or managing the Country Club Property or planning or constructing the Owner's Unit shall 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 Declarant, or any other 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 Declarant and any other 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 DECLARANT, 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. Declarant 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.

Declarant and 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 as the Declarant or 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 Declarant 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. Upon the termination of the Class "B" Control Period the Association shall assume all existing agreements or contracts entered into between Declarant and any cable TV or electronic monitoring service or any utility company. 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 6. Restriction on Owner Easements.

No Owner, other than Declarant, 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.

Declarant 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 Declarant 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 Declarant may in its sole discretion deem appropriate, including without limitation, companies licensed to provide the cable TV, security and/or electronic monitoring service in Palm Beach County, Florida, for which service Declarant, its successors and assigns 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 defined 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 Declarant 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. Upon termination of the Class "B" Control Period the Association shall assume all obligations under such exclusive agreements for cable TV and/or electronic monitoring services, and all payments from such date forward shall belong to the Association, except that Declarant shall continue to receive after the termination of the Class "B" Control Period, all revenues and income to which Declarant is or would be entitled to under such existing agreements. 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.

Declarant, the Association, their successors or assigns or licensees or franchisees, and the cable TV or security system operator may enter into contracts for the provision of cable TV and security services through the central cable telecommunication systems or through other providers of cable TV or security systems. DECLARANT OR THE ASSOCIATION AND THEIR LICENSEES AND FRANCHISEES, AND THE CABLE TV AND/OR SECURITY SYSTEMS OPERATORS OR PROVIDERS, DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIED, THE MERCHANTABILITY OR FITNESS OF USE OF ANY SUCH SYSTEMS OR SERVICES, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES OR THE CONSEQUENCES OF SUCH OCCURRENCES, WHICH THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR; AND EVERY OWNER OR OCCUPANT OF THE PROPERTY SERVICED BY THE CABLE TV AND ELECTRONIC MONITORING SYSTEMS ACKNOWLEDGES THAT DECLARANT, THE ASSOCIATION OR ANY SUCCESSOR, ANY ASSIGNEE OF A LICENSEE OR FRANCHISEE OR THE DECLARANT OR THE ASSOCIATION AND THE CABLE TV OR SECURITY SYSTEM OPERATORS OR PROVIDERS, WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES OR INJURIES RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the part of a monitoring service provider to perform any of its obligations with respect to electronic monitoring services, and therefore every Owner or occupant of property receiving security or cable TV services through the central system, through independent cable TV or security systems, through telephone or radio systems or any combination thereof agrees that Declarant, the Association or any successor, assignee, licensee or franchisee of Declarant or the Association and the communications system operator assume no liability for loss or damage to property or for personal injury or death to persons due to failure in transmission of an alarm, interruption of electronic monitoring service or failure to respond to an alarm because of (a) any failure of the Owner's security system; (b) any defective or damaged equipment, devise, line or circuit; (c) negligence of the electronic monitoring service provider or independent service provider or its officers, agents or employees; or (d) fire, flood, riot, war, act of god or other similar causes beyond the control of the electronic monitoring service provider. 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 DECLARANT, THE ASSOCIATION, ANY LICENSEE OR FRANCHISEE OF DECLARANT, ANY INDEPENDENT SERVICE PROVIDER, OR THE ASSOCIATION AND THE CABLE SYSTEM OR SECURITY SYSTEM OPERATORS OR PROVIDERS OR THEIR SUCCESSORS OR ASSIGNS, 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 NON-PERFORMANCE BY ANY OFFICER, AGENT OR EMPLOYEE OF THE DECLARANT, THE ASSOCIATION OR ANY LICENSEE OR FRANCHISEE, SUCCESSOR OR ASSIGN OF THE DECLARANT, ASSOCIATION OR THE CABLE SYSTEM OR SECURITY SYSTEM OPERATORS. FURTHER, IN NO EVENT WILL DECLARANT, THE ASSOCIATION, THE CABLE SYSTEM OR SECURITY SYSTEM OPERATORS OR PROVIDERS OR THEIR

SUCCESSORS OR ASSIGNS BE LIABLE FOR CONSEQUENTIAL DAMAGES, WRONGFUL DEATH, PERSONAL INJURY OR COMMERCIAL LOSS.

ARTICLE XI DECLARANT'S RIGHTS

Any or all of the special rights and obligations of Declarant may be transferred to other persons or entities provided that the transfer shall not reduce any obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by Declarant and duly recorded in the Public Records of Palm Beach County, Florida. Nothing in this Declaration shall be construed to require Declarant or any successor to develop in any manner whatsoever any of the property described in Exhibit "A" attached hereto and not included in Exhibit "B" attached hereto.

Notwithstanding any provisions contained in this Declaration to the contrary, until such time as Declarant, its successors or assigns has closed and transferred title to all of its Units to third party purchasers in the ordinary course of business, it shall be expressly permissible for Declarant and its designees and their successors and assigns to maintain and carry on upon portions of the Common Property, those portions of the Property owned by Declarant or any Builder and on the Country Club Property, such facilities and activities as, in the sole opinion of Declarant, may be required, convenient or incidental to the construction, sale or resale of Units, including but not limited to, business offices, signs, model units, and sales offices, and the Declarant and its designees shall have an easement to access such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use Units owned by Declarant and any clubhouse or community center which may be owned by the Association, as models, sales offices, for entertainment and for lodging of sales prospects and other business invitees, including rental of individual Units in any District, even where otherwise prohibited by this Declaration or by the District Declaration, respectively. This paragraph may not be amended without the prior written consent of Declarant.

So long as Declarant continues to have rights under this Declaration, no person or entity shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Property or any amendment thereto without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument or any amendment thereto being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant. Declarant shall deliver notice to any such person of Declarant's approval or disapproval of such declaration or similar instrument or any amendment thereto within thirty (30) days of receipt of same and, if disapproved, the specific changes required. If Declarant fails to so notify any person or entity requesting approval of a declaration within such thirty (30) day period, Declarant shall be deemed to have waived any objections to such declaration or similar instrument or any amendment thereto and to have approved same. Upon disapproval, the foregoing procedure shall be repeated until approval is obtained or deemed to be obtained. In the case of any conflict between the terms and provisions of this Declaration, the Articles and the By-Laws, as the same may be amended from time to time, and the terms and provisions of any documents governing a District Association, the former shall prevail and such District Association documents shall be subject and subordinate in all respects to the Declaration, the Articles and the By-Laws, as the same may be amended from time to time.

So long as Declarant continues to have rights under this Declaration, all sales, promotion and advertising materials for the sale of property in the Property by any Builder shall be subject to the prior approval of Declarant, which approval may be withheld. Declarant shall deliver notice to any Builder of Declarant's approval or disapproval of all such materials and documents within thirty (30) days of receipt of such materials and documents and, if disapproved, the specific changes required. If Declarant fails to so notify any Builder within such thirty (30) day period, Declarant shall be deemed to have waived any objections to such materials and documents and to have approved the foregoing. Upon disapproval, the foregoing procedure shall be repeated until approval is obtained or deemed to be obtained.

In the event Declarant elects to turn over its ownership and control of the Association prior to the conveyance in the ordinary course of business of the last Unit owned by Declarant to a third party user of the Unit, then the Declarant shall have a continuing right to "veto" and prohibit any policy or administrative decision of the Association which will adversely impact sales, marketing, development, construction or the condition or appearance of WYCLIFFE. Such veto power of Declarant shall continue until all Units owned by Declarant have been conveyed in the ordinary course of business to an ultimate third party user.

Except as otherwise hereinabove provided, this Article may not be amended without the express written consent of the Declarant until all Units owned by Declarant have been sold in the ordinary course of business to third party users of the Units and closed or until the recording by Declarant of a waiver statement that all sales activity has ceased.

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 Sections 1 and 2 of this Article. This Article may not be amended without the Declarant's express written consent until all Units owned by Declarant have been sold to third party users of the Units and closed; or until the recording by Declarant of a waiver statement that all sales activity has ceased.

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.

All structures constructed on any portion of the Property shall be designed by and built in accordance with the plans and specifications of a licensed architect.

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 or to the activities of Declarant or its affiliates. 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. This Article may not be amended without the Declarant's prior written consent until all Units owned by Declarant have been sold to third party users and closed or until the recording by Declarant of a waiver statement in the Public Records of Palm Beach County, Florida.

Section 1. New Construction Committee.

The New Construction Committee (NCC) shall have exclusive jurisdiction to review and approve all original construction on any portion of the Property. Declarant retains the right, so long as Declarant or any Builder owns any portion of the Property, to appoint all members of the NCC, which shall consist of not less than three, nor more than five, persons. Upon the expiration of such right, the Board of Directors shall appoint the members of the NCC.

The NCC shall prepare and promulgate on behalf of the Board of Directors design and development guidelines and application and review procedures ("Design Guidelines"). Copies of the Design Guidelines shall be available from the NCC for review. The Design Guidelines shall be those of the Association, and the NCC shall have sole and full authority to prepare and to amend them. The Design Guidelines shall be available to Owners and Builders who seek to engage in development of or construction upon all or any portion of the Property, and such Owners and Builders shall conduct their operations strictly in accordance therewith. In the event that the NCC fails to approve or disapprove plans submitted to it, or to request additional information reasonably required within forty-five (45) days after submission thereof, the plans shall be deemed approved.

Section 2. 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 Declarant. No permission or approval shall be required to alter or remodel the interior of any Unit which was originally approved by the Declarant. 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 3. No Waiver of Future Approvals.

Except as specifically set forth herein, the approval of either Declarant or 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 Declarant or 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 4. Variance.

The NCC and MC may authorize variances from compliance with any of the rules and regulations established by the NCC or MC, respectively, 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 NCC or 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 5. No Liability.

No review or approval by the NCC or the MC shall imply or be deemed to constitute an opinion by the NCC or the MC, nor impose upon the NCC, the MC, the Association, Declarant 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 NCC or 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 NCC or the MC shall have any right to rely thereon, and any review or approval by the NCC or the MC will create no liability whatsoever of the NCC, the MC, Declarant or the Association to any other person or party whatsoever.

Section 6. 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 NCC or 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 7. 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 after the termination of the Class "B" Control Period. 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 8. Expense of Approvals.

The NCC, 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 Declarant and its affiliates and designees and their respective successors and assigns and 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 approved by Declarant, whichever is most recent, shall not be deemed commercial or business uses.
- (B) Occupancy of Units. Whenever any Unit is owned or leased by a corporation, partnership, or trust, or other form of multiple ownership (other than Declarant), 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. Additional leasing restrictions may be imposed by any given District.
- (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 the purchase of a Unit, agrees to indemnify Declarant and 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. 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.

- (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. This restriction shall not apply to temporary structures used by Declarant or with Declarant's consent, for development, construction or sale of the Property. This restriction may also be waived by Declarant with respect to construction by Builders, pursuant to separate written agreements.
- (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.
- (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 Declarant or the Association), or the exterior of any Unit (including the dwelling), without the prior written approval of the NCC or the MC.
- (J) Subdivision of Units. No Unit shall be re-subdivided to permit property lines to be altered in any manner other than as originally established by the Declarant, or as otherwise approved in writing by Declarant 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 NCC or the MC.

- (K) Removal of Trees. In reviewing building plans, the NCC and 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 Declarant or the NCC or 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 of the NCC or the MC.
- (M) Signs. Except in connection with development or sales of Units by Declarant or its affiliates or agents, 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 NCC or MC.
- (N) Easements. With the exception only of Improvements installed by Declarant, 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 NCC or 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 NCC or 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 NCC or 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 NCC or 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 NCC or the MC. No septic tank or drain field shall be allowed on any portion of the Property without the prior written approval of the NCC or 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 to be

installed by Declarant pursuant to Article X. Builders shall be required to prewire for the central monitoring system and tie in when the central system is operational. 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. Declarant and/or 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 Declarant, 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. Declarant hereby reserves for itself, the owner of the Country Club Property and the Association a perpetual easement across the Property for the purpose of altering drainage and water flow.
- (W) Firearms. The 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, Declarant 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. In the event effluent irrigation water is available, each Builder, at its sole cost and expense, may be required to connect the irrigation system for its parcel to the effluent source. 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 an 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 the 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 to 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.

Neither the Declarant or its affiliates nor the Association shall have any 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, neither the Declarant or its affiliates nor the Association shall have any 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 NCC or 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 NCC or 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 NCC or 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 NCC or the MC, walls and fencing on 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 Declarant, 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 Declarant, 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 not be permanent and must be of the type that can be removed from sight (such as roll-up hurricane shutters) when not needed. Hurricane shutters can only be in place on a Unit up to seven (7) days in advance and after the danger of a tropical storm and Unit Owners who are not residing at their Unit during such period must make the necessary arrangements to comply with these requirements.

- (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 NCC or the MC and by any governmental authorities having jurisdiction.

Section 2. Rules and Regulations.

The following rules and regulations shall apply to Owners and their families, 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. Parents shall be responsible to the Association for any property damage to the Common Property caused by their children or pets. 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, unless otherwise specifically permitted by the Board of Directors.
- (F) Guest Registration. An Owner may not have houseguests 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 houseguests and the duration of the stay. Owner's shall be accountable for the behavior of their houseguests.
- (G) Barbecues. Out-door portable barbecues, cookers or smokers when not in use must be stored in enclosed areas only.
- (H) Interior Window Treatments. All interior window treatment such as drapes or blinds shall be of a white or light neutral color so as when viewed from the road or adjacent Unit it will be in harmony with the Project as a whole. No reflective windows or reflective window tinting shall be allowed.

- (I) 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, driving privileges on the Common Property may be revoked.

Section 3. Exculpations and Approvals.

Declarant, the Association, the NCC, 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 Declarant, the Association, the NCC, the MC or their agents under this Declaration shall be, in writing, and binding upon all persons.

Section 4. Additional Protective Covenants; Enforcement.

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

Declarant and 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 NEW CONSTRUCTION AND MODIFICATIONS COMMITTEES

Every officer of the Association, Director of the Association and member of the New Construction Committee and 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 Declarant prior to the expiration of the Class "B Control Period or by the Board of Directors of the Association after the expiration of the Class "B" Control Period.

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 Declarant, 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 herein contained shall give the Declarant and/or the Association a right of action before any court of competent jurisdiction, whether in law or in equity, 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 litigation shall be borne by the Member in violation, provided such proceeding results in a finding that such Member was in violation of the covenants or restrictions. Expenses of litigation shall include reasonable attorney's fees incurred by Declarant and/or the Association in seeking such enforcement.

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 any one 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) In addition to any other right of amendment or modification provided for in this Declaration, in which case those provisions shall apply, Declarant, in its sole discretion, may by an instrument filed of record, modify, enlarge, amend, waive or add to the covenants, conditions, restrictions and other provisions of this Declaration, prior to turnover of control of the Association by Declarant. Such amendments shall be subject to the prior approval required by any appropriate governmental agency.

- (B) 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.
- (C) Except as set forth in paragraph (A) above and as specifically set forth elsewhere in this Declaration, the process of amending or modifying this Declaration shall be as follows:
- (i) Until turnover of control of the Association by Declarant, all amendments or modifications shall be made only by Declarant without the requirement of the Association's consent or the consent of the Members, any Builder or District Associations.
 - (ii) After turnover of control of the Association by Declarant, this Declaration may be amended:
 - (a) by the consent of the Class "A" Members holding not less than fifty-one (51%) percent of the voting interests of the Members, prior to the turnover of the ownership and control of the Country Club or, subsequent to the turnover of the ownership and control of the Country Club, by consent of the Class "A" and Class "C" Members holding not less than fifty-one (51%) percent of the voting interests of the membership, 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.
 - (iii) Notwithstanding the provisions of paragraph (ii)(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.
 - (iv) 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 Declarant or the Association under this Declaration or any other of WYCLIFFE documents without specific written approval of such Declarant or Association affected thereby.
 - (v) After the turnover, a true copy of any amendment to this Declaration shall be sent certified mail by the Association to Declarant within five (5) days of its adoption.
- (D) 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. This Section shall not apply, however, to actions brought by the Association Declarant which requires approval of the Association by a vote of the Members representing sixty-six and two-thirds percent (66 and 2/3%) of the total votes in the Association. In the event the Association brings suit against Declarant, the Association shall assess all Owners by special assessment (other than Declarant) for the costs and fees thereof and no funds from general expense assessments may be used for such purpose. This Section shall not be amended unless such amendment is made by Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 7. Right of Class "C" Member to Disapprove Actions.

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

The Class "C" 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 "C" Member at any time within ten (10) days following the Class "C" 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 shall constitute a lien upon the Owner's Unit and suspension of the right to vote, for the failure by an Owner or its invitees to comply with the terms and provisions hereof or any rules or regulations adopted pursuant hereto. 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. Obligations of Kenco.

Kenco Communities I, Inc. (herein "Kenco") acquired the Project from Sundial and shall have no liability for any acts or omissions of Sundial, including without limitation, any matters with respect to budgets of the Association, the creation of reserve accounts or funding thereof by Sundial, and the condition, including but not by way of limitation, construction adequacy, size or capacity in relation to utilization and governmental compliance, of the Common Property constructed or installed by Sundial or its contractors or agents.

Section 10. 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 11. Priority of Documents.

In the event of any conflict, the following documents shall control in the order stated: this Declaration and any amendments thereto, the Articles, the By-Laws, and the Rules and Regulations of the Association.

Section 12. 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 13. Usage.

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

Section 14. Effective Date.

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

**BY-LAWS
OF
WYCLIFFE COMMUNITY ASSOCIATION, INC.**
(As amended through December 2004)

**ARTICLE I
Name, Principal Office, and Definitions**

Section 1. Name. The name of the Association shall be Wycliffe Community Association, Inc. (hereinafter sometimes referred to as the "Association").

Section 2. Principal Office. The principal office of the Association in the State of Florida shall be located at 4650 Wycliffe Country Club Boulevard, Lake Worth, Florida 33467. The Association may have such other offices, either within or outside the State of Florida, as the Board of Directors may determine or as the affairs of the Association may require.

Section 3. Definitions. The words used in these By-Laws shall have the same meaning as set forth in that Declaration of Covenants, Conditions, and Restrictions for Wycliffe Community Association (said Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), unless the context shall prohibit.

**ARTICLE II
Association: Membership, Meetings, Quorum, Voting, Proxies**

Section 1. Membership. The Association shall have three (3) classes of membership, Class "A", Class "B" and Class "C", as more fully set forth in the Declaration. The terms of the Declaration pertaining to such membership classes are specifically incorporated herein by reference.

Section 2. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors, either within the Property or as convenient thereto as possible and practical.

Section 3. Annual Meetings. The first meeting of the Association after the termination of the Class "B" Control Period, whether a regular or special meeting, shall be held within sixty (60) days from the later of (i) the date of the Turnover to the Association by the Declarant, or (ii) the annual meeting of all Districts. Subsequent regular annual meetings shall be set by the Board of Directors so as to occur prior to the close of the Association's fiscal year on a date and time set by the Board of Directors.

Section 4. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association (i) if so directed by resolution of a majority of a quorum of the Board of Directors, or (ii) after Turnover to the Association by Declarant, upon receipt of a petition signed the Members representing at least ten percent (10%) of the total votes of the membership of the Association. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Association shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

In the case of a special meeting, when required by Florida Statutes or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to each Member at his or her address as it appears on the records of the Association, with postage thereon prepaid.

Section 6. Waiver of Notice. Waiver of notice of a meeting of the Association shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Association, either before or after such meeting. Attendance at a meeting by a Member shall be deemed a waiver by such Member of notice of the time, date, and place thereof, unless such member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed a waiver of notice of all business transacted thereat unless object to the calling or convening of the meeting for which proper notice was not given is raised before the business is put to a vote.

Section 7. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to have less than a quorum, provided that Members representing at least twenty-five (25%) percent of the total Members remain in attendance, and provided further that any action taken is approved at least a majority of the Members required to constitute a quorum.

Section 8. Voting. The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein.

Section 9. Proxies. Members may vote by proxy in accordance with the procedures adopted by the Board of Directors.

Section 10. Majority. As used in these By-Laws, the term "majority" shall mean more than fifty percent (50%) of the total number of Directors, Members or other group as the context may indicate.

Section 11. Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person or by proxy of the Members constituting a majority of the total Membership of the Association shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

Section 12. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

ARTICLE III

Board of Directors: Number, Power, Meetings

A. Composition and Selection

Section 1. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one (1) vote. Except with respect to directors appointed by the Declarant, the directors shall be Members or spouses of such Members; provided, however, no person and his or her spouse may serve on the Board at the same time. In the case of an Owner which is a corporation or partnership, the person designated in writing to the Secretary of the Association as the representative of such corporation or partnership shall be eligible to serve as a director.

Section 2. Directors During Class "B" Control. The Directors shall be selected by the Class "B" Member acting in its sole discretion and shall serve at the pleasure of the Class "B" Member until the first to occur of the following:

- (a) when all of the Units permitted by the Development Plan for the property described on Exhibits "A" and "B" of the Declaration have certificates of occupancy issued thereon and have been conveyed to persons or entities other than the Declarant or Builders holding title solely for purposes of development and sale; or
- (b) when, in its discretion, the Class "B" Member so determines.
- (c) the date of the Turnover to the Association by the Declarant.

Section 3. Declarant's Right to Disapprove Actions. This Section 3 may not be amended without the express, written consent of the Declarant as long as there remain any Units which have not been sold in the ordinary course of business to third party users by the Declarant.

Prior to Turnover, the Class "B" Member shall have the right to disapprove actions of the Board of Directors, and the Modifications Committee as is more fully provided in this Section. This right shall be exercisable only by the Class "B" Member, its successors, and assigns who specifically take this power in a recorded instrument. The right to disapprove shall be as follows:

No action authorized by the Board of Directors or the Modifications Committee shall become effective, nor shall any action, policy, or program be implemented until and unless:

- (a) The Class "B" Member shall have been given written notice of all meetings and proposed actions approved at meetings of the Board or any committee thereof by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of

the Association, as it may change from time to time, which notice complies as to the Board of Directors meetings with the relevant provisions of this Article of these By-Laws and which notice shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth in reasonable particularity the agenda to be followed at said meeting; and

- (b) The Class "B" Member shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Board, any committee thereof, or the Association. The Class "B" Member, its representatives or agents shall make its concerns, thoughts, and suggestions known to the members of the subject committee and/or the Board. The Class "B" Member shall have and is hereby granted a right to disapprove any such action, policy, or program authorized by the Board of Directors or any committee thereof and to be taken by the Board, such committee, the Association, or any individual member of the Association, if Board, committee, or Association approval is necessary for such action. This right may be exercised by the Class "B" Member, its representatives, or agents at any time within ten (10) days following the meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to block proposed actions but shall not extend to the requiring of any action or counteraction on behalf of any committee, or the Board or the Association. The Class "B" Member shall not use its right of disapproval to require a reduction in the level of services which the Association is obligated to provide to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

Section 4. Number of Directors. The number of Directors in the Association shall be not less than four (4) nor more than the number of Districts contained in the Development Plan plus one (1) for the directors to be appointed by the Class "C" Members, as provided in Section 6 below. The initial Board shall consist of four (4) members as identified in the Articles of Incorporation.

Section 5. [Intentionally deleted.]

Section 6. Selection and Term of Office. Notwithstanding any other provision contained herein, at the first annual meeting of the membership after the termination of the Class "B" Control Period each District shall select, either by election, appointment or otherwise, one (1) director for each District contained in the Development Plan and the Class "C" Member shall select one (1) director for a total of fifteen (15) Directors. No more than one (1) director shall be selected from any District. At all times, at least one (1) director shall be an appointee of the Class "C" Member. Each director shall be selected to serve a term of one (1) year.

The directors selected by the Districts shall hold office until their respective successors have been selected in accordance with the procedures set up by each District Association or District Committee. Directors may be selected to serve any number of consecutive terms.

Section 7. Removal of Directors and Vacancies. Any director selected by a District or the Class "C" Member, may be removed with cause, by the vote of the Directors holding a majority of the Board of Directors. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall then be selected by the District or the Class "C" Member, as appropriate, as soon as possible thereafter to fill the vacancy for the remainder of the term of such director provided such successor is an Owner of a Unit within the same District of the director that was removed, or in the case of the Class "C" Member director, a current director or officer of Wycliffe Golf and Country Club, Inc.

Any director selected by a District or the Class "C" Member who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of any assessment or other charge due the Association for more than thirty (30) days may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present. In the event of the death, disability, or resignation of a director, a vacancy may be declared by the Board, and a successor may be selected by the District or the Class "C" Member, as appropriate, as soon as possible thereafter, provided such successor is an Owner of a Unit within the same District of the director that was removed, or in the case of the Class "C" Member director, a current director or officer of Wycliffe Golf and Country Club, Inc. Any successor director shall serve for the remainder of the term of the director who vacated the position.

B. Meetings.

Section 1. Organizational Meeting. The first meeting of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

Section 2. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of the time and place of the meeting shall be communicated to directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

Section 3. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President of the Association or by any three (3) directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; or (c) by telegram, charges prepaid. All such notices shall be sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, or telegraph shall be delivered, or given to the telegraph company at least seventy-two (72) hours before the time set for the meeting.

Section 4. Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 5. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors who are present may adjourn the meeting to a time not less than

five (5) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 6. Compensation. No director shall receive any compensation from the Association for acting as such; provided any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors.

Section 7. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings. Meetings may be conducted by telephone and shall be considered as any other meeting, provided all directors are able through telephone connection to hear and be heard.

Section 8. Open Meetings. Except as otherwise provided herein, all meetings of the Board shall be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any Member may speak.

Section 9. Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties.

Section 1. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall all the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles, or these By-Laws directed to be done and exercised exclusively by the membership generally.

The Board of Directors may delegate to an executive committee consisting of not less than five (5) current Directors, who shall consist of the President, Vice President, Secretary, Treasurer and one (1) additional Director to be selected by a majority vote of the Board of Directors, the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent, in-house manager or manager, if any, which might arise between meetings of the Board of Directors.

In addition to the duties imposed by these By-Laws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and shall be responsible for the following, in way of explanation, but not limitation:

- (a) preparation and adoption of annual budgets in which there shall be established the Base Assessment of each Owner to the Common Expenses and District expenses;
- (b) making assessments to defray the Common Expenses and District expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the Base Assessment; provided, unless otherwise determined by the Board of Directors, the Base Assessment for each Unit's proportionate share of the Common Expenses shall be payable in equal

- quarterly installments, each such installment to be due and payable in advance on the first day of each quarter;
- (c) providing for the operation, care, upkeep and maintenance of the Areas of Common Responsibility;
 - (d) designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Areas of Common Responsibility and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
 - (e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association; provided, however, that any reserve fund may be deposited in depositories other than banks as shall be determined by the directors in their best business judgment;
 - (f) making and amending rules and regulations;
 - (g) opening of bank accounts on behalf of the Association and designating the signatories required;
 - (h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Areas of Common Responsibility in accordance with the other provisions of the Declaration and these By-Laws after damage or destruction by fire or other casualty;
 - (i) enforcing by legal means the provisions of the Declaration, these By-Laws, and the Rules and Regulations adopted by it and bringing any proceeding which may be instituted on behalf of or against the Owners concerning the Association;
 - (j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;
 - (k) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;
 - (l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;
 - (m) making available to any prospective purchaser of a Unit, any Owner of a Unit, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage on any Unit, current copies of the Declaration, the Articles of Incorporation, the By-Laws, rules governing the Unit and all other books, records, and financial statements of the Association; and
 - (n) permitting utility suppliers to use portions of the Common Area reasonably necessary to the opening development or operation of the Properties.

Section 2. Management Agent.

- (a) The Board of Directors may employ for the Association a professional management agent, in-house manager or manager at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors or the executive committee may delegate to the managing agent, in-house manager or manager, subject to the Board's or executive committee's supervision, all of the powers granted to the Board of Directors by these By-Laws, other than the powers set forth in subparagraphs (a), (b), (f), (g), and

- (i) of Section 1 of this Article. The Declarant, or an affiliate of the Declarant, may be employed as managing agent or manager.
- (b) Any management contract must permit termination by either party with or without cause and without termination fee upon not more than ninety (90) days written notice to the other party.

Section 3. Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

- (a) accrual accounting, as defined by generally accepted accounting principles, shall be employed;
- (b) accounting and controls should conform to generally accepted accounting principles;
- (c) cash accounts of the Association shall not be commingled with any other accounts;
- (d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Association; provided, however, nothing herein shall prohibit the managing agent from earning commissions for services performed by the managing agent in leasing Units on behalf of the Owners of such Units;
- (e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors;
- (f) commencing at the end of the month in which the first Unit is sold and closed, financial reports shall be prepared to the Association at least quarterly containing:
 - (i) an income statement reflecting all income and expense activity for the preceding prior on an accrual basis;
 - (ii) a statement reflecting all cash receipts and disbursements for the preceding period;
 - (iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;
 - (iv) a balance sheet as of the last day of the preceding period; and
 - (v) a delinquency report list all Owners who are delinquent in paying the quarterly installments of Base Assessments and any other assessments which they may have been assessed at the time of the report and describing the status of any action to collect such installments which remain delinquent (A quarterly installment of the Base Assessment shall be considered to be delinquent on the date it is due. Other assessments shall be considered to be delinquent on the fifteenth (15th) day after delivery or attempted delivery of notice of such assessment to the Owner, unless otherwise determined by the Board of Directors); and
- (g) an annual report consisting of at least the following shall be distributed to all Directors within one hundred twenty (120) days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. The annual report referred to above shall be prepared on an audited or reviewed basis, as determined by the Board, by an independent public accountant; provided, during the Class "B" Control Period, the annual report shall include reviewed financial statements.

Section 4. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of maintenance, repair or restoration of the Areas of Common Responsibility without the approval of the Members of the Association. The Board shall also have the power to borrow money for other purposes; provided, however, the Board shall comply with all provisions of the Declaration for special assessments in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities and the total amount of such borrowing exceeds or would exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.

Section 5. Rights of the Association. With respect to the Areas of Common Responsibility, and in accordance with the Articles of Incorporation and the Declaration, the Association shall have the right to contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational, and other agreements with trusts, condominiums, cooperatives, or Districts and other owners or residents associations, both within and without the Properties. Such agreements shall require the consent of a majority (more than fifty percent [50%]) of the directors.

The Association shall assume and agree to be bound, by any contract, lease, or other agreement (including any management contract, cable TV or security system agreement) executed during the Class "B" Control Period. The Association acknowledges that exclusive agreements may be entered into during the Class "B" Control Period in order to obtain most favorable rates and terms to benefit the Association, its members and the entire Wycliffe Community, and it further agrees that notwithstanding any subsequent enactment of statutes of the State of Florida allowing for the cancellation of such exclusive agreements, that the Association will assume and continue such agreements in full force and effect in order to benefit the members and the community.

Section 6. Enforcement. The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the property of the violating Owner, and to suspend an Owner's right to vote or to use the Common Property for violation of any duty imposed under the Declaration, these By-Laws, or any Rules and Regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress or egress to or from a Unit or to suspend an Owner's right to vote due to nonpayment of assessments. In the event that any occupant of a Unit violates the Declaration, By-Laws, or a Rule or Regulation and a fine is imposed, the fine shall first be assessed the occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, By-Laws, or Rule or Regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

- (a) Notice. Prior to the imposition of any sanction hereunder, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than ten (10) days within which the alleged violator may present a written request to the Covenants Committee, if any, or Board of Directors for a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed.
- (b) Hearing. If a hearing is requested in a timely manner, the hearing shall be held in executive session affording the Owner a reasonable opportunity to be heard. Prior to the effectiveness

of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, Director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board of Directors or the Covenants Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the ten (10) period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any person.

- (c) Appeal. Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right, a written notice of appeal must be received by the manager, President, or Secretary of the Association within thirty (30) days after the hearing date.
- (d) Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any provision of the Declaration, these By-Laws, or the Rules and Regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or inequity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above, or by an action of eviction against any occupant of a Unit other than the Owner. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought, shall pay all costs, including attorney's fees, paralegal and law clerk fees and costs actually incurred.

ARTICLE IV **Officers**

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer, to be elected from among the members of the Board. The Board of Directors may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. If possible, each officer should be from different Districts. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Districts, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board of Directors. The President shall be the chief

executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds leases, checks, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board of Directors.

ARTICLE V

Committees

Section 1. General. Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Each committee shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

Section 2. Covenants Committee. In addition to any other committees which may be established by the Board pursuant to Section 1 of this Article, the Board of Directors may appoint a Covenants Committee consisting of at least five (5) and no more than seven (7) members. Acting in accordance with the provisions of the Declaration, these By-Laws, and resolutions the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearing held pursuant to Article III of these By-Laws.

Section 3. District Committees. In addition to any other committees appointed as provided above, there shall be a District Committee for each District which has no formal organizational structure or association. Such District Committees shall consist of three (3) members; provided, however, by vote of at least fifty-one percent (51%) of the Owners within the District, this number may be increased to five (5).

The members of each District Committee shall be elected by the vote of Owners of Units within that District at an annual meeting of such Owners, at which the Owners of Units within that District holding at least one-third (1/3) of the total votes of Units in the District are represented, in person or by proxy. The Owners of Units within a District shall have the number of votes assigned to their Units in the Declaration. Committee members shall be elected for a term of one (1) year or until their successors are elected. Any director elected to the Board of Directors from a District shall be an ex-officio member of the Committee. It shall be the responsibility of the District Committee to determine the nature and extent of services, if any, to be provided to the District by the Association in addition to those provided to all Members of the Association in accordance with the Declaration. A District Committee may advise the Board on any other issue, but shall not have the authority to bind the Board of Directors.

In the conduct of its duties and responsibilities, each District Committee shall abide by the procedures and requirements applicable to the Board of Directors set forth in Article III of these By-Laws. Each District Committee shall elect a chairman from among its members who shall preside at its meetings and who shall be responsible for transmitting any and all communications to the Board of Directors and shall be the Director from that District.

ARTICLE VI

Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise set by the Board of Directors.

Section 2. Parliamentary Rules. Except as may be modified by Board resolution, "Robert's Rules of Order (current edition)" shall govern the conduct of Association proceedings when not in conflict with Florida law, the Articles of Incorporation, the Declaration, or these By-Laws.

Section 3. Conflicts. If there are conflicts between the provisions of Florida law, the Articles of Incorporation, the Declaration, and these By-Laws, the provision of Florida law, the Articles of Incorporation, the Declaration, and the By-Laws (in that order) shall prevail.

Section 4. Books and Records.

- (a) Inspection by Members and Mortgagees. The Declaration and By-Laws, membership register, books of account, and minutes of meetings of the Members, the Board and committees shall be made available for inspection and copying by any Mortgagee, Member of the Association, or by his or her duly appointed representative at any reasonable time and for a purpose reasonable related to his or her interest as a Member at the office of the Association or such other place within the Properties as the Board shall prescribe.
- (b) Rules for Inspection. The Board shall establish reasonable rule with respect to: (i) notice to be given to the custodian of the records; (ii) hours and days of the week when such an inspection may be made; and (iii) payment of the cost of reproducing copies of documents required.
- (c) Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extract and a copy of relevant documents at the expense of the Association.

Section 5. Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first class postage prepaid:

- (a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit of such Member; or
- (b) if to the Association, the Board of Directors or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated in writing to the Members pursuant to this Section.

Section 6. Amendment. Prior to the conveyance of the first Unit, Declarant may unilaterally amend these By-Laws. After such conveyance, the Declarant may unilaterally amend these By-Laws so long as it still owns property described in Exhibits "A" or "B" to the Declaration for development in the ordinary course of business as part of the Properties and so long as the amendment has no material adverse effect upon the Wycliffe Community. These By-Laws may also be amended by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, (i) of Directors representing seventy-five percent (75%) of the total votes of the Association, or (ii) a majority of the Members of the Association provided the number of members voting constitutes a quorum of the Association. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of votes required for action to be taken under that clause. No amendment shall be effective until recorded in the public records of Palm Beach County, Florida.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. No amendment may impair the validity or priority of the lien of any Mortgage held by a Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees.

