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AMENDED AND  
RESTATED  
GOVERNING DOCUMENTS  
FOR

BARCLAY AT WYCLIFFE  
HOME OWNERS  
ASSOCIATION, INC.

**ATTORNEYS' TITLE FUND SERVICES, LLC**  
Palm Beach Branch

West Palm Beach, FL 33409  
(561) 640-3700  
Fax: (866) 818-6703

St John Rossin Podesta Burr & Lemme P.L.L.C.  
Centurion Tower  
1601 Forum Place, Suite 700  
West Palm Beach, FL 33401

*Date:* February 2, 2015  
*Fund File Number:* 06-2015-145140  
*County:* Palm Beach  
*Reference:* Barclay at Wycliffe

*Dear Customer:*

*Pursuant to your request, we have searched the public records of Palm Beach County, Florida, through January 15, 2015 at 11:00 PM to ascertain the following:*

Governing documents for "Barclay at Wycliffe Home Owners Association, Inc."

*From said search we report those entries as set forth on the following page(s). Copies of instruments, if any, have been attached for your review.*

*This search does not cover matters other than those recorded in the Official Records Book of the county and does not assure the legality or validity of the referenced instruments.*

*This search is prepared and furnished to provide only the above information. It is not an opinion of title and may not be used as a title base for the issuance of a title insurance commitment and/or policy, nor should it be used for the preparation of foreclosure proceedings or other litigation. Maximum liability for incorrect information is \$1000.*

*Prepared this 2nd day of February, 2015.*

*Attorneys' Title Fund Services, LLC*

*Prepared by: Donna Gammon  
Phone Number: 800-515-0155 Ext 6429*

1. *Book and Page:* PB 63/117 *TOI:* PLT *DOF:* 8/29/1989  
*First Party:* WYCLIFFE - PARCEL B  
*Second Party:*
2. *Book and Page:* OR 6295/420 *TOI:* R *DOF:* 12/18/1989  
*First Party:* BARCLAY AT WYCLIFFE HOME OWNERS ASSN  
*Second Party:*
3. *Book and Page:* OR 8497/804 *TOI:* R AMD *DOF:* 11/8/1994  
*First Party:* BARCLAY AT WYCLIFFE HOME OWNERS ASSN  
*Second Party:*
4. *Book and Page:* OR 8971/1638 *TOI:* R AMD *DOF:* 10/24/1995  
*First Party:* BARCLAY AT WYCLIFFE HOME OWNERS ASSN  
*Second Party:*
5. *Book and Page:* OR 9021/264 *TOI:* R AMD *DOF:* 11/30/1995  
*First Party:* BARCLAY AT WYCLIFFE HOME OWNERS ASSN  
*Second Party:*
6. *Book and Page:* OR 10245/450 *TOI:* R AMD *DOF:* 2/24/1998  
*First Party:* BARCLAY AT WYCLIFFE HOME OWNERS ASSN  
*Second Party:*
7. *Book and Page:* OR 10245/507 *TOI:* BY-LAWS AMD *DOF:* 2/24/1998  
*First Party:* BARCLAY AT WYCLIFFE HOME OWNERS ASSN  
*Second Party:*
8. *Book and Page:* OR 10259/889 *TOI:* INC AMD *DOF:* 3/3/1998  
*First Party:* BARCLAY AT WYCLIFFE HOME OWNERS ASSN  
*Second Party:*
9. *Book and Page:* OR 10371/1260 *TOI:* R AMD *DOF:* 4/29/1998  
*First Party:* BARCLAY AT WYCLIFFE HOME OWNERS ASSN  
*Second Party:*
10. *Book and Page:* OR 10371/1262 *TOI:* R AMD *DOF:* 4/29/1998  
*First Party:* BARCLAY AT WYCLIFFE HOME OWNERS ASSN  
*Second Party:*
11. *Book and Page:* OR 18489/1174 *TOI:* R AMD *DOF:* 4/28/2005  
*First Party:* BARCLAY AT WYCLIFFE HOME OWNERS ASSN  
*Second Party:*
12. *Book and Page:* OR 21646/1969 *TOI:* R AMD *DOF:* 4/20/2007  
*First Party:* BARCLAY AT WYCLIFFE HOME OWNERS ASSN

Fund File Number:06-2015-145140

*Second Party:*

13. *Book and Page:* OR 22908/1861      *TOI:* R AMD      *DOF:* 10/16/2008

*First Party:* BARCLAY AT WYCLIFFE HOME OWNERS ASSN

*Second Party:*

14. *Book and Page:* OR 23068/1782      *TOI:* R AMD      *DOF:* 2/6/2009

*First Party:* BARCLAY AT WYCLIFFE HOME OWNERS ASSN

*Second Party:*

STATE OF FLORIDA  
COUNTY OF PALM BEACH  
IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said county at West Palm Beach, Florida, this 22nd day of August, 1989.

PAUL BEACH COUNTY, FLORIDA  
COUNTY COMMISSIONER  
BY: *Paul Elgert*  
PAUL BEACH COUNTY COMMISSIONER



# WYCLIFFE - PARCEL B

SITUATE IN SECTION 25, TOWNSHIP 44 SOUTH, RANGE 41 EAST  
PALM BEACH COUNTY, FLORIDA  
BEING PART OF WYCLIFFE GOLF AND COUNTRY CLUB, P.U.D.  
A REPLAT OF TRACT B OF "WYCLIFFE PLAT ONE" AS RECORDED IN P.B. 62, PGS. 8-13

JUNE, 1989

SHEET 1 OF 3

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said county at West Palm Beach, Florida, this 22nd day of August, 1989.

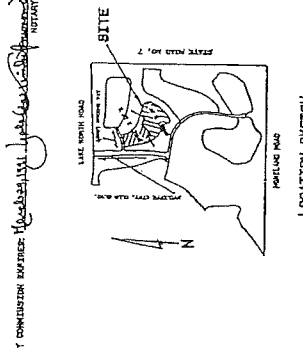
STATE OF FLORIDA  
COUNTY OF PALM BEACH  
COUNTY COMMISSIONER  
BY: *Paul Elgert*  
PAUL BEACH COUNTY COMMISSIONER

STATE OF FLORIDA  
COUNTY OF PALM BEACH  
COUNTY COMMISSIONER  
BY: *Paul Elgert*  
PAUL BEACH COUNTY COMMISSIONER

1. THAT THE TRACT FOR PRIVATE AND PURPOSES AS SHOWN HEREON AND HEREIN DESCRIBED IS THE ONLY TRACT OF LAND IN SECTION 25, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, WHICH IS BEING REPLATED AS FOLLOWS:
2. THAT THE ACCESS TRACT, AS SHOWN HEREON TO BESET OFF, IS THE ONLY TRACT OF LAND IN SECTION 25, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, WHICH IS BEING REPLATED AS FOLLOWS:
3. THAT THE ACCESS TRACT, AS SHOWN HEREON TO BESET OFF, IS THE ONLY TRACT OF LAND IN SECTION 25, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, WHICH IS BEING REPLATED AS FOLLOWS:
4. THAT THE ACCESS TRACT, AS SHOWN HEREON TO BESET OFF, IS THE ONLY TRACT OF LAND IN SECTION 25, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, WHICH IS BEING REPLATED AS FOLLOWS:
5. THAT THE ACCESS TRACT, AS SHOWN HEREON TO BESET OFF, IS THE ONLY TRACT OF LAND IN SECTION 25, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, WHICH IS BEING REPLATED AS FOLLOWS:
6. THAT THE ACCESS TRACT, AS SHOWN HEREON TO BESET OFF, IS THE ONLY TRACT OF LAND IN SECTION 25, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, WHICH IS BEING REPLATED AS FOLLOWS:
7. THAT THE ACCESS TRACT, AS SHOWN HEREON TO BESET OFF, IS THE ONLY TRACT OF LAND IN SECTION 25, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, WHICH IS BEING REPLATED AS FOLLOWS:
8. THAT THE ACCESS TRACT, AS SHOWN HEREON TO BESET OFF, IS THE ONLY TRACT OF LAND IN SECTION 25, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, WHICH IS BEING REPLATED AS FOLLOWS:

STATE OF FLORIDA  
COUNTY OF PALM BEACH  
COUNTY COMMISSIONER  
BY: *Paul Elgert*  
PAUL BEACH COUNTY COMMISSIONER

STATE OF FLORIDA  
COUNTY OF PALM BEACH  
COUNTY COMMISSIONER  
BY: *Paul Elgert*  
PAUL BEACH COUNTY COMMISSIONER



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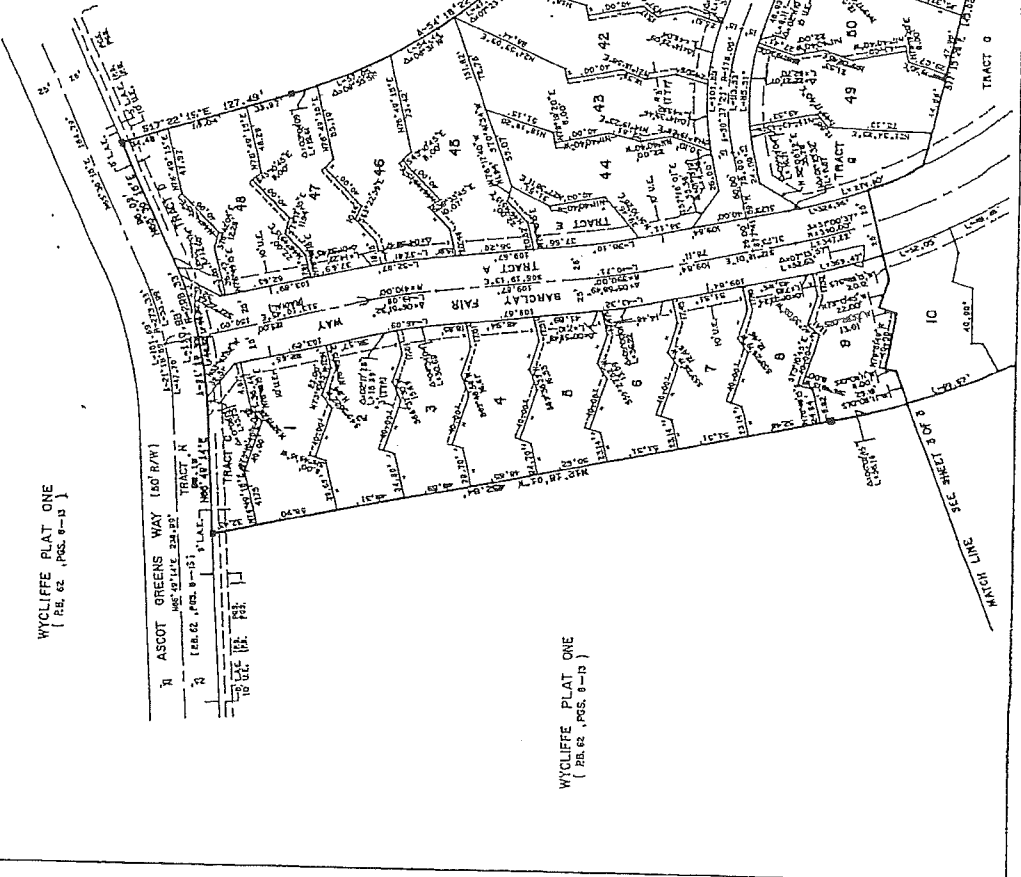
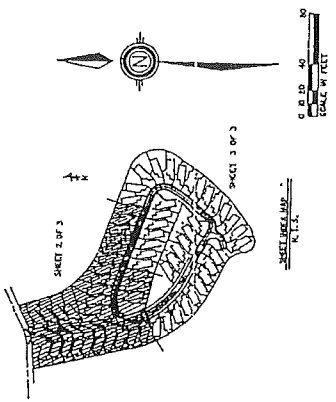
STANLEY WANTHAN, INC.  
1000 S.W. 10TH AVENUE, SUITE 100  
MIAMI, FLORIDA 33135  
TELEPHONE (305) 351-1111  
FAX (305) 351-1112

WYCLIFFE PARCEL B

STATE OF FLORIDA  
COUNTY OF PALM BEACH  
RECORDS  
THIS PLAT WAS FILED FOR  
RECORD IN THE PUBLIC  
TRUST ROOM OF THE  
COUNTY CLERK'S OFFICE  
ON JUNE 11, 1989 AT 10:00 AM  
BY  
JAMES E. BARNES, CLERK

510-003

WYCLIFFE - PARCEL B  
BEING PART OF WYCLIFFE GOLF AND COUNTRY CLUB, P.U.D.  
A REPLAT OF TRACT B OF "WYCLIFFE PLAT ONE" AS RECORDED IN P.B. 62, PGS. 8-13  
SITUATE IN SECTION 25, TOWNSHIP 44 SOUTH, RANGE 41 EAST  
PALM BEACH COUNTY, FLORIDA  
JUNE 1989  
SHEET 2 OF 3



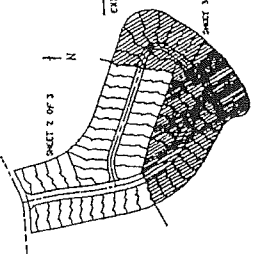
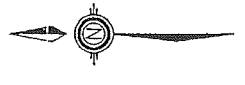
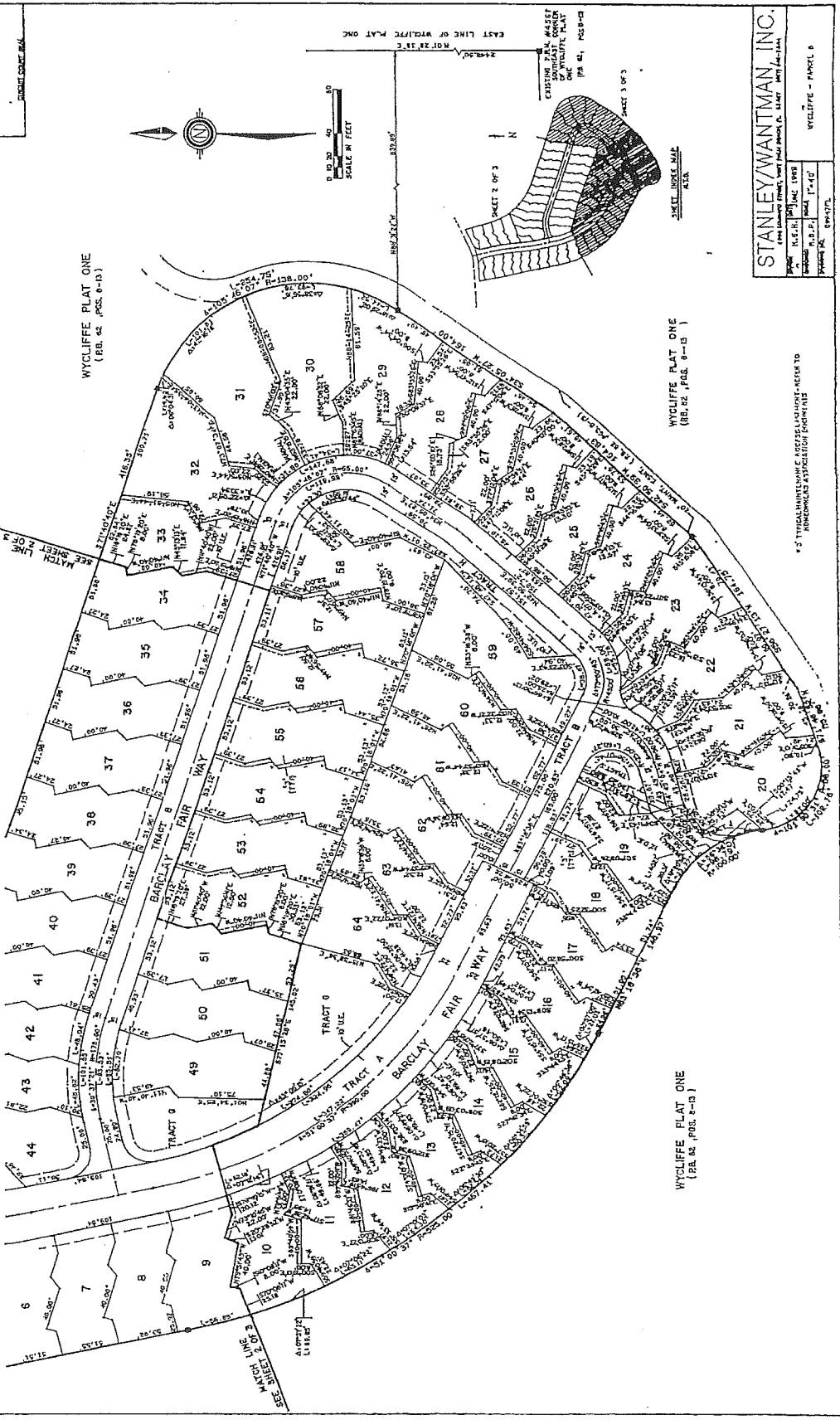
STANLEY/WANTMAN, INC.  
1989  
WYCLIFFE - PARCEL B  
JUNE 11, 1989  
10:00 AM  
COUNTY CLERK'S OFFICE  
PALM BEACH COUNTY, FLORIDA  
WYCLIFFE - PARCEL B

WYCLIFFE - PARCEL B  
BEING PART OF WYCLIFFE GOLF AND COUNTRY CLUB, P.U.D.  
A REPLAT OF TRACT B OF "WYCLIFFE PLAT ONE" AS RECORDED IN P.B. 62, PGS. 8-13  
SITUATE IN SECTION 25, TOWNSHIP 44 SOUTH, RANGE 41 EAST  
PALM BEACH COUNTY, FLORIDA

JUNE, 1989

SHEET 3 OF 3

STATE OF FLORIDA  
COUNTY OF PALM BEACH  
THIS DEED WAS RECORDED FOR  
RECORD IN P.B. 62, PGS. 8-13  
ON 06/15/89 AT 11:00 AM  
BY PUBLIC NOTARY  
JAMES L. LORING, CLERK  
P.O. BOX 1000  
PALM BEACH, FLORIDA 33402



STANLEY/WANTMAN, INC.  
PLAT NO. 119  
DATE 06/15/89  
BY JAMES L. LORING, CLERK  
P.O. BOX 1000  
PALM BEACH, FLORIDA 33402  
WYCLIFFE - PARCEL B

EXHIBIT "A"

AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
BARCLAY AT WYCLIFFE HOME OWNERS  
ASSOCIATION, INC.  
(A CORPORATION NOT FOR PROFIT)

I. NAME

The name of this nonstock corporation shall be BARCLAY AT WYCLIFFE HOME OWNERS ASSOCIATION, INC. (the "Association"), sometimes hereinafter referred to as the "Association".

II PURPOSES

The general nature, objects and purposes of the Association are:

1. To promote the health, safety and social welfare of the Owners of Property within that said residential area referred to as Barclay at Wycliffe and described in the Declaration of Covenants and Restrictions for Barclay at Wycliffe Home Owners Association executed contemporaneously herewith by Whitman Homes, Ltd. and to be recorded in the Public Records of Palm Beach County, Florida.

2. To own and maintain, repair and replace the general and/or Common Area, park, sidewalks and/or access paths, streets and other Common Area structures, landscaping and other improvements in and/or benefitting the property for which the obligation to maintain and repair has been delegated and accepted.

3. To control the specifications, architecture, design, appearance, elevation and location of, and landscaping around, all buildings and improvements of any type, including walls, fences, swimming pools, antennae, sewers, drains, disposal systems, or other structures constructed, placed or permitted to remain in the Property, as well as the alteration, improvement, addition or change thereto.

4. To insure compliance with the Master Land Use Plan under the Planned Unit Development Ordinances of Palm Beach County, Florida, applicable to the Property.

5. To provide or provide for private security, fire protection and such other services the responsibility for which has been accepted by the Association, and the capital improvements and equipment related thereto.

6. To operate without profit for the benefit of its members.

7. To perform all of the functions contemplated by the Association, and undertaken by the Board of Directors of the Association, in the Declaration of Covenants and Restrictions hereinabove described.

8. To insure compliance with the provisions of the Declaration of Covenants, Conditions and Restrictions for Wycliffe Golf and Country Club, and with the Articles of Incorporation, the By-Laws, and the Rules and Regulations of the Wycliffe Community Association, Inc.

III. GENERAL POWERS

The general powers that the Association shall have are as follows:

1. To hold funds solely and exclusively for the benefit of the members for purposes set forth in these Articles of Incorporation.



2. To promulgate and enforce rules, regulations, by-laws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.

3. To delegate power or powers where such is deemed in the interest of the Association.

4. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of interests in, real or personal property, except to the extent restricted hereby; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation or association; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Articles of Incorporation and not forbidden by the laws of the State of Florida.

5. To fix assessments to be levied against Lots within the Property and the cost of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to authorize its Board of Directors, in its discretion, to enter into agreements with mortgage companies and other organizations for the collection of such assessments.

6. To charge recipients for services rendered by the Association and the user for use of Association Property where such is deemed appropriate by the Board of Directors of the Association.

7. To pay taxes and other charges, if any, on or against the Common Area or accepted by the Association.

8. In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein.

9. Maintain, repair, replace, operate and manage the Association properties, including but not limited to the common irrigation system, and the surface water management system as authorized by the South Florida Water Management District, including all retention areas, culverts and related appurtenances, if any, including the right to reconstruct improvements after casualty and further to improve and add to the Association properties.

10. To join any elective association or partnership; representative(s) shall be designated by vote of the Board of Directors.

#### IV. MEMBERS

1. The Members shall consist of the Lot Owners in the Property and all such Owners shall be Members of the Association.

2. The Property consists of that certain real property situated in Palm Beach County, Florida, described on Exhibit A-1 attached hereto and made a part hereof.

#### V. VOTING AND ASSESSMENTS

1. Subject to the restrictions and limitations hereinafter set forth, each Member shall be entitled to one (1) vote for each Lot in which he holds the interest required for membership. When one or more persons hold such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. Except where otherwise required under the provisions of these Articles, the Declaration of Covenants and Restrictions for the Property or By-Laws, the affirmative vote of the Owners of a majority of Lots represented at any meeting of the members duly called and at which a quorum is present, shall be binding upon the Members.

2. The Association will obtain funds with which to operate by assessment of its members in accordance with the provisions of the Declaration of Covenants and Restrictions for

the Property, as supplemented by the provisions of the Articles and By-Laws of the Association relating thereto.

#### VI. BOARD OF DIRECTORS

1. The affairs of the Association shall be managed by a Board of Directors consisting of five (5) Directors, who must be members of the Association. The Directors elected by the members shall have staggered terms, commencing with the annual meeting and election of Directors in 1995.

To accomplish the staggered terms, the following election procedure shall apply to the election of five (5) Directors by members at the 1995 annual meeting of members and election of Directors. The three Directors receiving the highest number of votes shall be elected for a two-year term. The two remaining Directors elected, shall be elected for a one (1) year term. All Directors elected after the 1995 annual meeting and election of Directors shall be elected for two (2) year terms.

The election procedures shall be in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

#### VII. OFFICERS

1. The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time, by resolution, create. Any two (2) or more offices may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedure set forth in the By-Laws.

#### VIII. CORPORATE EXISTENCE

The Association shall have perpetual existence.

#### IX. BY-LAWS

The Board of Directors shall adopt By-Laws consistent with these Articles.

#### X. AMENDMENT TO ARTICLES OF INCORPORATION AND BY-LAWS

These Articles and By-Laws may be altered, amended or repealed by vote at a meeting, or by written consent in lieu of a meeting, by a majority of the entire voting membership.

#### XI. INDEMNIFICATION OF OFFICERS AND DIRECTORS

1. The Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

A. Whether civil, criminal, administrative or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity of Director or officer of the Association, or in his capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a

plea of no lo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

B. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters as to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

2. The Board of Directors shall determine whether amounts for which a Director or officer seeks indemnification were properly incurred and whether such Director or officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

3. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

#### XII. TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

1. No contract or transaction between the Association and one (1) or more of its Directors or officers, or between the Association and any other corporation, partnership, association or other organization in which one (1) or more of its Directors or officers are directors or officers, or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

2. 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.

#### XIII. DISSOLUTION OR MERGER OF THE ASSOCIATION

1. Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

A. Real property contributed to the Association without the receipt of other than nominal consideration by the Class B Member (or its predecessor in interest) shall be returned to the Class B Member (whether or not a Class B Member at the time of such dissolution), unless it refuses to accept the conveyance (in whole or in part).

B. Dedication to Palm Beach County, Florida, or its successor, of the Common Areas, as defined in the Declaration of Covenants and Restrictions for the Property, which shall be effective without the prior written consent of said County or its successor.

C. Remaining assets shall be distributed among the members as tenants in common, each members' share of the assets to be determined in accordance with its voting rights.

2. The Association may be dissolved upon a resolution to that effect being recommended by three-fourths (3/4) of the Board of Directors, and, if such decree be necessary at the time of dissolution, after receipt of an appropriate decree as set forth in Florida Statutes Section 617.05 or statute of similar import, and approved by two-thirds (2/3) of the voting rights of the Association's members.

3. In the event that the Association is dissolved for any reason whatsoever, title to the surface water management system, if any, shall be transferred to the Wycliffe Community Association, Inc. which will provide for the continued operation and maintenance of the surface water management system.

4. The Association may be merged into another not for profit corporation upon a resolution to that effect being recommended by three-fourths (3/4) of the members of the Board of Directors, and if such decree be necessary at the time of merger, after receipt of an appropriate decree as set forth in Florida Statutes Section 617.051 or statute of similar import, and approved by two-thirds (2/3) of the voting rights of the Association's members. Provided however, no merger shall be effective without the consent of the Developer for so long as it has the right to appoint any Director to the Board of the Association which consent may be withheld for any reason whatsoever.

XIV. INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office is 500 Australian Avenue South, Suite 600, West Palm Beach, Florida 33401, and the initial registered agent at such address is Louis Caplan.

IN WITNESS WHEREOF, the said subscriber has hereunto set his/her hand and seal this 21st day of April, 1998.

WITNESS:

BARCLAY AT WYCLIFFE HOME OWNERS ASSOCIATION, INC.

[Signature]  
JOAN M. MAMONE  
[Signature]  
MONICA MOORE

[Signature]  
President  
[Signature]  
Secretary

STATE OF FLORIDA )  
  )ss  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 21st day of April, 1998, by Leonard Fleisman and Arnold Becker, as President and Secretary, and said persons are

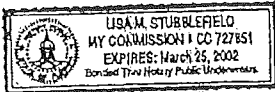
WRB 10371 Pg 1287

well known to be the individuals described in and who made the foregoing instrument for the purposes therein expressed.

Lisa M Sturblefield

Notary Public  
State of Florida at Large

My commission expires:



Return to (enclose self-addressed stamped envelope)

Name

Address

MAR-03-1998 3:57 PM 98-073609  
ORB 10259 Pg 889

**CERTIFICATE OF AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
BARCLAY AT WYCLIFFE HOME OWNERS ASSOCIATION, INC.**

I HEREBY CERTIFY that the Amended and Restated Articles of Incorporation attached to this Certificate were duly adopted as the Amended and Restated Articles of Incorporation for Barclay at Wycliffe Home Owners Association, Inc. The original Declaration of Covenants and Restrictions for Barclay at Wycliffe Home Owners Association, is recorded in Official Records Book 6295 at Page 420 of the Public Records of Palm Beach County, Florida. The original Articles of Incorporation are recorded in Official Records Book 6295 at Page 443 of the Public Records of Palm Beach County.

DATED this 12 day of February, 1998.

WITNESSES:

BARCLAY AT WYCLIFFE HOME OWNERS ASSOCIATION, INC.

[Signature]  
Signature

By: [Signature]  
Leonard Fleishman, President

Lisa Stubbekeld  
Print Name

Barbara D. Sherr  
Signature

By: [Signature]  
Arnold Becker, Secretary

BARBARA D. SHERR  
Print Name

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

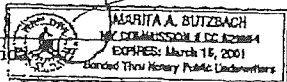
The foregoing instrument was acknowledged before me this 12 day of Feb., 1998, by Leonard Fleishman, as President and Arnold Becker, as Secretary of Barclay at Wycliffe Home Owners Association, Inc., who are Personally Known  or Produced Identification

Type of Identification Produced \_\_\_\_\_

NOTARY PUBLIC (SEAL)

This instrument prepared by:  
✓  
ST. JOHN, DICKER & CAPLAN  
500 Australian Avenue So.  
Suite 600  
West Palm Beach, Florida 33401  
55001.27

Sign \_\_\_\_\_  
Print \_\_\_\_\_



My Commission Expires:

ARTICLES OF AMENDMENT  
TO  
ARTICLES OF INCORPORATION

FILED  
98 FEB 25 AM 9:40  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to the provision of Chapter 617.1006, Florida Statutes, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation.

- FIRST: The name of the corporation is: **BARCLAY AT WYCLIFFE HOME OWNERS ASSOCIATION, INC.**
- SECOND: The following Amendments to the Articles of Incorporation were adopted by the corporation: **See Attached**
- THIRD: The amendments were adopted by the corporation pursuant to the Articles of Incorporation. The Articles are to be amended by a vote of the Board of Directors and do not require a vote of the membership.
- FOURTH: On the 12 day of FEB., 1998, the Amendments were adopted by the Board of Directors which is sufficient for approval.

Dated FEB. 12, 1998.

BARCLAY AT WYCLIFFE HOME OWNERS ASSOCIATION, INC.

By: [Signature]  
Leonard Fleishman, President

By: [Signature]  
Arnold Becker, Secretary

This instrument prepared by:  
Louis Caplan, Esquire  
ST. JOHN, DICKER & CAPLAN  
500 Australian Avenue South  
Suite 600  
West Palm Beach, FL 33401  
55010101.27A

EXHIBIT "A"

AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
BARCLAY AT WYCLIFFE HOME OWNERS  
ASSOCIATION, INC.  
(A CORPORATION NOT FOR PROFIT)

I. NAME

The name of this nonstock corporation shall be BARCLAY AT WYCLIFFE HOME OWNERS ASSOCIATION, INC. (the "Association"), sometimes hereinafter referred to as the "Association".

II. PURPOSES

The general nature, objects and purposes of the Association are:

1. To promote the health, safety and social welfare of the Owners of Property within that said residential area referred to as Barclay at Wycliffe and described in the Declaration of Covenants and Restrictions for Barclay at Wycliffe Home Owners Association executed contemporaneously herewith by Whitman Homes, Ltd. and to be recorded in the Public Records of Palm Beach County, Florida.

2. To own and maintain, repair and replace the general and/or Common Area, park, sidewalks and/or access paths, streets and other Common Area structures, landscaping and other improvements in and/or benefitting the property for which the obligation to maintain and repair has been delegated and accepted.

3. To control the specifications, architecture, design, appearance, elevation and location of, and landscaping around, all buildings and improvements of any type, including walls, fences, swimming pools, antennae, sewers, drains, disposal systems, or other structures constructed, placed or permitted to remain in the Property, as well as the alteration, improvement, addition or change thereto.

4. To insure compliance with the Master Land Use Plan under the Planned Unit Development Ordinances of Palm Beach County, Florida, applicable to the Property.

5. To provide or provide for private security, fire protection and such other services the responsibility for which has been accepted by the Association, and the capital improvements and equipment related thereto.

6. To operate without profit for the benefit of its members.

7. To perform all of the functions contemplated by the Association, and undertaken by the Board of Directors of the Association, in the Declaration of Covenants and Restrictions hereinabove described.

8. To insure compliance with the provisions of the Declaration of Covenants, Conditions and Restrictions for Wycliffe Golf and Country Club, and with the Articles of Incorporation, the By-Laws, and the Rules and Regulations of the Wycliffe Community Association, Inc.

III. GENERAL POWERS

The general powers that the Association shall have are as follows:

1. To hold funds solely and exclusively for the benefit of the members for purposes set forth in these Articles of Incorporation.



2. To promulgate and enforce rules, regulations, by-laws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.
3. To delegate power or powers where such is deemed in the interest of the Association.
4. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of interests in, real or personal property, except to the extent restricted hereby; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation or association; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Articles of Incorporation and not forbidden by the laws of the State of Florida.
5. To fix assessments to be levied against Lots within the Property and the cost of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to authorize its Board of Directors, in its discretion, to enter into agreements with mortgage companies and other organizations for the collection of such assessments.
6. To charge recipients for services rendered by the Association and the user for use of Association Property where such is deemed appropriate by the Board of Directors of the Association.
7. To pay taxes and other charges, if any, on or against the Common Area or accepted by the Association.
8. In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein.
9. Maintain, repair, replace, operate and manage the Association properties, including but not limited to the common irrigation system, and the surface water management system as authorized by the South Florida Water Management District, including all retention areas, culverts and related appurtenances, if any, including the right to reconstruct improvements after casualty and further to improve and add to the Association properties.
10. To join any elective association or partnership; ~~provided, however, for so long as Developer owns any Lot within the Property, the Developer shall appoint any representative(s) to such elective association or partnership. After Developer no longer owns any Lot within the Property, representative(s) shall be designated by vote of the Board of Directors.~~

#### IV. MEMBERS

1. The Members shall consist of the Lot Owners in the Property and all such Owners shall be Members of the Association. ~~There shall be two (2) classes of members, as follows:~~
  - A. ~~CLASS A MEMBERS. Class A members shall be all Lot owners other than the Class B Members. Owners of Lots shall automatically become Class A Members upon purchase of such Lots.~~
  - B. ~~CLASS B MEMBERS. The Class B Members shall be Whitman Homes, Ltd., a Delaware limited partnership, or its designee, successor or assignee as developer of the Property.~~
2. ~~"Developer", "Owner", "Lot" and any other defined terms used herein, and elsewhere in the Articles are used with the definitions given these terms in the aforesaid Declaration of Covenants and Restrictions for Barclay at Wyeliffe Home Owners Association.~~
3. The Property consists of that certain real property situated in Palm Beach County, Florida, described on Exhibit A-1 attached hereto and made a part hereof.

## V. VOTING AND ASSESSMENTS

1. Subject to the restrictions and limitations hereinafter set forth, each Member shall be entitled to one (1) vote for each Lot in which he holds the interest required for membership. When one or more persons hold such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. Except where otherwise required under the provisions of these Articles, the Declaration of Covenants and Restrictions for the Property or By-Laws, the affirmative vote of the Owners of a majority of Lots represented at any meeting of the members duly called and at which a quorum is present, shall be binding upon the Members.

~~2. The Developer shall have the right (but not the obligation) to appoint a majority of the Board of Directors so long as it owns at least one (1) Lot in the Property.~~

3. The Association will obtain funds with which to operate by assessment of its members in accordance with the provisions of the Declaration of Covenants and Restrictions for the Property, as supplemented by the provisions of the Articles and By-Laws of the Association relating thereto.

## VI. BOARD OF DIRECTORS

1. The affairs of the Association shall be managed by a Board of Directors consisting of five (5) Directors, who must be members of the Association. The Directors elected by the members shall have staggered terms, commencing with the annual meeting and election of Directors in 1995.

To accomplish the staggered terms, the following election procedure shall apply to the election of five (5) Directors by members at the 1995 annual meeting of members and election of Directors. The three Directors receiving the highest number of votes shall be elected for a two-year term. The two remaining Directors elected, shall be elected for a one (1) year term. All Directors elected after the 1995 annual meeting and election of Directors shall be elected for two (2) year terms.

The election procedures shall be in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

~~2. The names and addresses of the members of the first Board of Directors who shall hold office until the annual meeting of the Members to be held in the year 1991 and until their successors are elected or appointed and have qualified are as follows:~~

Christopher J. Cleary  
Post Office Box 100  
Boca Raton, Florida 33429

Patrick Greeniger  
Post Office Box 100  
Boca Raton, Florida 33429

Arde M. Karson  
Post Office Box 100  
Boca Raton, Florida 33429

Debra A. Lutz  
Post Office Box 100  
Boca Raton, FL 33429

## VII. OFFICERS

1. The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time, by resolution, create. Any two (2) or more offices may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedure set forth in the By-Laws. ~~The names of the officers who are to manage the affairs of the Association until the annual meeting of the Board of Directors to be held in the year 1991 and until their successors are duly elected and qualified are:~~

President \_\_\_\_\_ Christopher J. Cleary  
 Vice President \_\_\_\_\_ Patrick Groeniger  
 Vice President \_\_\_\_\_ Arden M. Karsen  
 Secretary \_\_\_\_\_ Debra A. Lutz  
 Treasurer \_\_\_\_\_ Robert Kush

## VIII. CORPORATE EXISTENCE

The Association shall have perpetual existence.

## IX. BY-LAWS

The Board of Directors shall adopt By-Laws consistent with these Articles.

## X. AMENDMENT TO ARTICLES OF INCORPORATION AND BY-LAWS

~~These Articles and By-Laws may be altered, amended or repealed by vote at a meeting, or by written consent in lieu of a meeting, of a majority of the Board of Directors. No amendment affecting Whitman Home, Ltd. or its successors or assigns as Developer of the Property shall be effective without the prior written consent of said Whitman Home, Ltd. or its successors or assigns, as Developer, 2/3 by a majority of the entire voting membership.~~

## XI. SUBSCRIBER

~~The name and address of the subscriber is as follows:~~

Christopher J. Cleary  
 Post Office Box 100  
 Boca Raton, Florida 33429

## XII. INDEMNIFICATION OF OFFICERS AND DIRECTORS

1. The Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

A. Whether civil, criminal, administrative or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity of Director or officer of the Association, or in his capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of no lo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action

was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

B. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters as to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

2. The Board of Directors shall determine whether amounts for which a Director or officer seeks indemnification were properly incurred and whether such Director or officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

3. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

#### XIII. TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

1. No contract or transaction between the Association and one (1) or more of its Directors or officers, or between the Association and any other corporation, partnership, association or other organization in which one (1) or more of its Directors or officers are directors or officers, or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

2. 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.

#### XIV. DISSOLUTION OR MERGER OF THE ASSOCIATION

1. Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

A. Real property contributed to the Association without the receipt of other than nominal consideration by the Class B Member (or its predecessor in interest) shall be returned to the Class B Member (whether or not a Class B Member at the time of such dissolution), unless it refuses to accept the conveyance (in whole or in part).

B. Dedication to Palm Beach County, Florida, or its successor, of the Common Areas, as defined in the Declaration of Covenants and Restrictions for the Property, which shall be effective without the prior written consent of said County or its successor.

C. Remaining assets shall be distributed among the members as tenants in common, each members' share of the assets to be determined in accordance with its voting rights.

2. The Association may be dissolved upon a resolution to that effect being recommended by three-fourths (3/4) of the Board of Directors, and, if such decree be necessary at the time of dissolution, after receipt of an appropriate decrees as set forth in Florida Statutes Section 617.05 or statute of similar import, and approved by two-thirds (2/3) of the voting rights of the Association's members.

3. In the event that the Association is dissolved for any reason whatsoever, title to the surface water management system, if any, shall be transferred to the Wycliffe Community Association, Inc. which will provide for the continued operation and maintenance of the surface water management system.

4. The Association may be merged into another not for profit corporation upon a resolution to that effect being recommended by three-fourths (3/4) of the members of the Board of Directors, and if such decree be necessary at the time of merger, after receipt of an appropriate decree as set forth in Florida Statutes Section 617.051 or statute of similar import, and approved by two-thirds (2/3) of the voting rights of the Association's members. Provided however, no merger shall be effective without the consent of the Developer for so long as it has the right to appoint any Director to the Board of the Association which consent may be withheld for any reason whatsoever.

XV. INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office is 500 Australian Avenue South, Suite 600, West Palm Beach, Florida 33401, and the initial registered agent at such address is Louis Caplan.

IN WITNESS WHEREOF, the said subscriber has hereunto set his/her hand and seal this 12 day of FEBRUARY, 1998.

WITNESS: BARCLAY AT WYCLIFFE HOME OWNERS ASSOCIATION, INC.

*Lois Stubblefield*  
Lois Stubblefield

*[Signature]*  
President

*Joan M. Mamone*  
JOAN M. MAMONE

*James Becker*  
Secretary

STATE OF FLORIDA )  
  )ss  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 12 day of FEB 1998, by *Lois Stubblefield* and *Joan M. Mamone* as President and Secretary, and said persons are well known to be the individuals described in and who made the foregoing instrument for the purposes therein expressed.

*[Signature]*  
Notary Public  
State of Florida at Large

My commission expires:

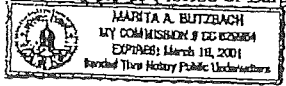


EXHIBIT "B"

AMENDED AND RESTATED BY-LAWS OF  
BARCLAY AT WYCLIFFE HOME OWNERS ASSOCIATION, INC.

I. DEFINITIONS

All terms used herein which are defined in the Declaration of Covenants and Restrictions for Barclay at Wycliffe Home Owners Association (the "Property") shall be used herein with the same meanings as in said Declaration.

II. LOCATION OF PRINCIPAL OFFICE

The principal office of the Association shall be located at a place as may be established by resolution of the Board of Directors of the Association.

III. VOTING RIGHTS AND ASSESSMENTS

1. Every person or entity who is a record fee simple owner of a lot, shall be a Member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot or other property which is subject to assessment. Thirty (30%) percent of the Members entitled to vote at a meeting shall constitute a quorum for such meeting, and, unless provided otherwise herein or in the Articles of Incorporation, the action of a majority of Members present at a meeting at which a quorum is present shall constitute the action of the membership.

2. Assessments and installments thereof not paid when due shall bear interest from the date when due until paid at the rate set forth in the Declaration of Covenants and Restrictions for the Property and shall result in the suspension of voting privileges during any period of such non-payment.

3. The annual meeting of the Members of the Association shall be held at such date and time as will be determined by the Board of Directors for the purpose of electing Directors and transacting any other business that may be transacted by the Members. The annual meeting shall be held at a time and place within Palm Beach County, Florida, as the Board of Directors shall designate.

IV. BOARD OF DIRECTORS

1. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.

2. Any vacancy occurring on the Board of Directors because of death, resignation or other termination of services of any Director, shall be filled by the Board of Directors. A Director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office and until his successor shall have been elected and/or appointed and qualified.

V. ELECTION OF DIRECTORS

1. Nominations for the election of members of the Board of Directors may be made by a Nominating Committee if one is appointed by the Board which Nominating Committee is not required. Nominations may also be made prior to the election by petition, by proxy, or any other instrument approved by the Board of Directors, or a member may be nominated or may nominate himself at the meeting at which time the election will take place. The only requirements for nominating at the meeting itself is for the nominee to be in attendance and state his/her willingness to accept the nomination and serve if elected.

2. The nominating committee shall make as many nominations for elections to the Board of Directors as it shall, in its discretion, determine. No nominating committee is required, and, whether or not a nominating committee is appointed by the Board, any Class A member of the Association may be included as a candidate for the Board by submitting his name to the Board of Directors in writing.

3. An Election Committee consisting of three members, eligible to vote, who are not candidates or members of the Board of Directors, may be appointed by the current President of the Board of Directors and approved by a majority of the current Board of Directors. A staff of a maximum of two people may be appointed and approved by the current Board of Directors, to aid the appointed Committee. This committee shall be responsible for, and supervise the nomination and the actual election procedure, including balloting.

4. The Members of the Board of Directors elected or appointed in accordance with the procedures set forth in this Article shall be deemed elected or appointed as of the date of the annual meeting.

#### VI. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. The Board of Directors shall have power:

A. To call meetings of the Members.

B. To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any Member, officer or Director of the Association in any capacity whatsoever.

C. To establish, levy and assess, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserve for extraordinary expenditures as may be deemed appropriate by the Board of Directors.

D. To appoint committees, adopt and publish rules and regulations governing the use of the Common Area or any portion thereof and the personal conduct of the Members and their guests thereon, including reasonable admission charges if deemed appropriate.

E. To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.

F. To exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those reserved to Members in the Declaration of Covenants for the Property or the Articles of Incorporation of the Association.

G. The Board of Directors shall have the authority to expend Association funds on betterment to the common property, provided that if the expenditure is in excess of \$5,000.00 for a single item or for a single purpose, approval of the members of the Association is required. For the purpose of this paragraph, approval shall be the affirmative vote of not less than a majority of the voting members present, in person or proxy, at a duly called annual meeting or special meeting of the membership. Betterments shall be defined to include any substantial additions or improvements to the common property or material alterations to any existing improvements on the common property.

2. It shall be the duty of the Board of Directors:

A. To cause to be kept a complete record of all of its acts and corporate affairs.

B. To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

C. With reference to assessments of the Association:

(1) To fix the amount of the assessment against each Member for each assessment period at least thirty (30) days in advance of such date or period;

(2) To prepare a roster of the Members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member; and

(3) To send written notice of each assessment to every Member subject thereto.

D. To issue or cause an appropriate officer to issue upon demand by any person, a certificate setting forth whether any assessment has been paid. Such certificate shall be prima facie evidence of any assessment therein stated to have been paid.

E. To use the Working Capital Fund, if any, for the use and benefit of Association.

## VII. DIRECTORS AND MEETINGS

1. The Annual Meeting of the board of the Directors shall be held immediately following the Annual Meeting of the Association. Regular meetings of the board of the Directors shall be held generally monthly at a time and place provided by appropriate resolution of the Board of Directors. Notice of such meetings to be exhibited at a place convenient and suitable.

2. Special meetings of the Board of Directors shall be held when called by the President or Vice President of the Association or by any three (3) Directors after not less than three (3) days notice to each Director.

3. The transaction of any business at any meeting of the Board of Directors however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice that a quorum is present if, either before or after the meeting, each of the Directors not present signs a waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made a part of the minutes of the meeting.

## VIII. OFFICERS

1. The officers shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as may be determined by the Board, in accordance with the Articles of Incorporation, to be from time to time appropriate.

2. The officers of the Association shall be elected by the Board of Directors at the annual meeting of the Board of Directors, which shall be held immediately following the annual meeting of the Association. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and qualified.

3. A vacancy in any office because of death, resignation or other termination of services, may be filled by the Board of Directors for the unexpired portion of the term.

4. All officers shall hold office at the pleasure of the Board of Directors.

5. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all notes, leases, mortgages, deeds and all other written instruments. The President shall act as the Voting



Representative for Barclay at Wycliffe at meetings of the Wycliffe Community Association, Inc. and shall also act as the Director representing Barclay at Wycliffe at such time that Barclay at Wycliffe may appoint a member of the Board of Directors of the Wycliffe Community Association, Inc. according to the provisions of the Articles of Incorporation thereof.

6. The Vice President, or the Vice President so designated by the Board of Directors if there is more than one Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board of Directors.

7. The Secretary, or his appointed agent, shall be ex officio the Secretary of the Board of Directors, shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He shall sign all certificates of membership, if any. He shall keep the records of the Association. He shall record in a book kept for that purpose all the names of the Members of the Association together with their addresses as registered by such Member.

8. The Treasurer, or his appointed agent, shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; provided however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not be, a required signatory on checks and notes of the Association.

9. The Treasurer, or his appointed agent, shall keep proper records of account and cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year. He or his appointed agent shall prepare an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be open for inspection upon reasonable request of a Member.

#### IX. COMMITTEES

1. The only standing committee of the Association shall be the Architectural Review Board ("ARB"). The Board of Directors may appoint such other committees as it deems advisable.

2. The ARB shall be appointed, shall serve, and shall have the duties and functions described in the Declaration of Covenants for the Property. A party aggrieved by a decision of the ARB shall have the right to make a written request to the request of the Board of Directors, within thirty (30) days of such decision, that the Board review such decision. The determination of the Board upon reviewing such decision of the ARB shall in all events be dispositive.

#### X. BOOKS AND PAPERS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any Members.

#### XI. SEAL

The Association shall have a seal in circular form having within its circumference the words: BARCLAY AT WYCLIFFE HOME OWNERS ASSOCIATION, INC., corporation not for profit, 1989, Florida.

#### XII. AMENDMENTS

These By-Laws may be altered, amended or restated by the majority vote of the entire voting membership of the Association at a duly constituted meeting of the Membership, or in lieu of a meeting upon written consent of a majority of the voting members of the Association.

CERTIFICATE

The foregoing were adopted as the By-Laws of Barclay at Wycliffe Home Owners Association, Inc., a corporation not for profit under the laws of the State of Florida on the 2nd day of April, 1998.

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

EXHIBIT "C"

LEGAL DESCRIPTION OF THE PROPERTY

BARCLAY AT WYCLIFFE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN  
PLAT BOOK 63, AT PAGE 117, OF THE PUBLIC RECORDS OF PALM BEACH  
COUNTY, FLORIDA.

FEB-24-1998 4:08PM 98-063116  
ORB 10245 Pg 507  
1 [Barcode]

**CERTIFICATE OF AMENDED AND RESTATED BY-LAWS OF  
BARCLAY AT WYCLIFFE HOME OWNERS ASSOCIATION, INC.**

I HEREBY CERTIFY that the Amended and Restated By-Laws attached to this Certificate were duly adopted as the Amended and Restated By-Laws for Barclay at Wycliffe Home Owners Association, Inc. The original Declaration of Covenants and Restrictions for Barclay at Wycliffe Home Owners Association, is recorded in Official Records Book 6295 at Page 420 of the Public Records of Palm Beach County, Florida. The original By-Laws are recorded in Official Records Book 6295 at Page 451 of the Public Records of Palm Beach County.

DATED this 12 day of February, 1998.

WITNESSES:

BARCLAY AT WYCLIFFE HOME OWNERS ASSOCIATION, INC.

[Signature]  
Signature

By: [Signature]  
Leonard Fleishman, President

Lisa Stubbler  
Print Name

[Signature]  
Signature

By: [Signature]  
Arnold Becker, Secretary

JOAN M. MAMONS  
Print Name

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

The foregoing instrument was acknowledged before me this 12 day of FEB., 1998, by Leonard Fleishman, as President and Arnold Becker, as Secretary of Barclay at Wycliffe Home Owners Association, Inc., who are Personally Known  or Produced Identification .

Type of Identification Produced \_\_\_\_\_

This instrument prepared by: [Signature]  
Louis Caplan, Esquire  
ST. JOHN, DICKER & CAPLAN  
500 Australian Avenue So.  
Suite 600  
West Palm Beach, Florida 33401  
55001.27C

NOTARY PUBLIC (SEAL)  
Sign [Signature]  
Print \_\_\_\_\_  
State of Florida

My Commission Expires:

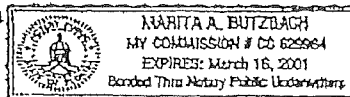


EXHIBIT "B"

AMENDED AND RESTATED BY-LAWS OF  
BARCLAY AT WYCLIFFE HOME OWNERS ASSOCIATION, INC.

I. DEFINITIONS

All terms used herein which are defined in the Declaration of Covenants and Restrictions for Barclay at Wycliffe Home Owners Association (the "Property") shall be used herein with the same meanings as in said Declaration.

II. LOCATION OF PRINCIPAL OFFICE

The principal office of the Association shall be located at 7900 Glades Road, Boca Raton, Florida 33429, or at such other a place as may be established by resolution of the Board of Directors of the Association.

III. VOTING RIGHTS AND ASSESSMENTS

1. Every person or entity who is a record fee simple owner of a lot, ~~including the Developer at all times as long as it owns any Property subject to the Declaration,~~ shall be a Member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot or other property which is subject to assessment. ~~One-third~~ 30% of the Members entitled to vote at a meeting shall constitute a quorum for such meeting, and, unless provided otherwise herein or in the Articles of Incorporation, the action of a majority of Members present at a meeting at which a quorum is present shall constitute the action of the membership.

2. Assessments and installments thereof not paid when due shall bear interest from the date when due until paid at the rate set forth in the Declaration of Covenants and Restrictions for the Property and shall result in the suspension of voting privileges during any period of such non-payment.

3. The annual meeting of the Members of the Association shall be held ~~during the month prior to the Wycliffe Community Association, Inc. annual meeting~~ at such date and time as will be determined by the Board of Directors for the purpose of electing Directors and transacting any other business that may be transacted by the Members; ~~provided, however, that if that day is a legal holiday the annual meeting shall be held on the next secular day.~~ The annual meeting shall be held at a time and place within Palm Beach County, Florida, as the Board of Directors shall designate.

IV. BOARD OF DIRECTORS

1. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.

2. Any vacancy occurring on the Board of Directors because of death, resignation or other termination of services of any Director, shall be filled by the Board of Directors; ~~except that Developer, to the exclusion of other Members and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by Developer.~~ A Director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office and until his successor shall have been elected and/or appointed and qualified.

V. ELECTION OF DIRECTORS

ORS 10245 Ps 509

1. Nominations for the election of members of the Board of Directors may be made by a Nominating Committee if one is appointed by the Board which Nominating Committee is not required. Nominations may also be made prior to the election by petition, by proxy, or any other instrument approved by the Board of Directors, or a member may be nominated or may nominate himself at the meeting at which time the election will take place. The only requirements for nominating at the meeting itself is for the nominee to be in attendance and state his/her willingness to accept the nomination and serve if elected.

2. ~~Developer shall within fourteen (14) days of the date set for the annual meeting of the Association, notify the secretary and the Nominating Committee of the names of the Directors the Developer is appointing to the board of Directors. Within thirty (30) days of such meeting date, the Nominating Committee shall notify the secretary of the names of the candidates nominated for election to the Board of Directors.~~

3. The nominating committee shall make as many nominations for elections to the Board of Directors as it shall, in its discretion, determine. No nominating committee is required, and, whether or not a nominating committee is appointed by the Board, any Class A member of the Association may be included as a candidate for the Board by submitting his name to the Board of Directors in writing.

4. ~~All elections to the Board of Directors shall be made on written ballots to be voted at the annual meeting, or at the direction of the Board of Directors, by mail thirty (30) days prior to the annual meeting, which shall (a) describe the vacancies to be filled by Class A Members, and (b) set forth the names of those nominated for each vacancy by the Nominating Committee or by petition for such vacancy and the names of those appointed to the Board by the Developer. Each member may, in respect to each vacancy on the Board, cast one (1) vote.~~

4. An Election Committee consisting of three members, eligible to vote, who are not candidates or members of the Board of Directors, may be appointed by the current President of the Board of Directors and approved by a majority of the current Board of Directors. A staff of a maximum of two people may be appointed and approved by the current Board of Directors, to aid the appointed Committee. This committee shall be responsible for, and supervise the nomination and the actual election procedure, including balloting.

5. The Members of the Board of Directors elected or appointed in accordance with the procedures set forth in this Article shall be deemed elected or appointed as of the date of the annual meeting.

VI. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. The Board of Directors shall have power:

A. To call meetings of the Members.

B. To appoint and remove at pleasure all officers, agents and employoes of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any Member, officer or Director of the Association in any capacity whatsoever.

C. To establish, levy and assess, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserve for extraordinary expenditures as may be deemed appropriate by the Board of Directors.

D. To appoint committees, adopt and publish rules and regulations governing the use of the Common Area or any portion thereof and the personal conduct of the Members and their guests thereon, including reasonable admission charges if deemed appropriate.

E. To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.

F. To exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those reserved to Members in the Declaration of Covenants for the Property or the Articles of Incorporation of the Association.

G. The Board of Directors shall have the authority to expend Association funds on betterment to the common property, provided that if the expenditure is in excess of \$5,000.00 for a single item or for a single purpose, approval of the members of the Association is required. For the purpose of this paragraph, approval shall be the affirmative vote of not less than a majority of the voting members present, in person or proxy, at a duly called annual meeting or special meeting of the membership. Betterments shall be defined to include any substantial additions or improvements to the common property or material alterations to any existing improvements on the common property.

2. It shall be the duty of the Board of Directors:

A. To cause to be kept a complete record of all of its acts and corporate affairs.

B. To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

C. With reference to assessments of the Association:

(1) To fix the amount of the assessment against each Member for each assessment period at least thirty (30) days in advance of such date or period;

(2) To prepare a roster of the Members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member; and

(3) To send written notice of each assessment to every Member subject thereto.

D. To issue or cause an appropriate officer to issue upon demand by any person, a certificate setting forth whether any assessment has been paid. Such certificate shall be prima facie evidence of any assessment therein stated to have been paid.

E. To use the Working Capital Fund, if any, for the use and benefit of Association.

## VII. DIRECTORS AND MEETINGS

~~1. Annual meeting for the election of Directors and the transaction of other proper business shall be held during the month prior to the Wycliffe Community Association, unless some other time and/or place is designated by the Board. Regular meetings of the Board of Directors shall be held at such time and place as designated by the Board of Directors. The Annual Meeting of the board of the Directors shall be held immediately following the Annual Meeting of the Association. Regular meetings of the board of the Directors shall be held generally monthly at a time and place provided by appropriate resolution of the Board of Directors. Notice of such meetings to be exhibited at a place convenient and suitable.~~

~~2. Written notice of the place, day and hour of the annual meeting shall be delivered to each Member. Such notice shall be given at least ten (10) days, but not more than sixty (60) days before the day named for the annual meeting, by or at the direction of the officers or person calling the meeting. If a meeting is adjourned, notice need not be given of the adjourned meeting or of the business to be transacted at the adjourned meeting, if the time and place to which the~~

~~meeting is adjourned are announced at the meeting at which the adjournment is taken. If, however, after the adjournment the Board fixes a new record date for the adjourned meeting, notice shall be given in compliance with this section to each Member. Any business may be transacted at the adjourned meeting that might have been transacted on the original date of such meeting.~~

3. Special meetings of the Board of Directors shall be held when called by the President or Vice President of the Association or by any three (3) Directors after not less than three (3) days notice to each Director.

4. The transaction of any business at any meeting of the Board of Directors however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice that a quorum is present if, either before or after the meeting, each of the Directors not present signs a waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made a part of the minutes of the meeting.

#### VIII. OFFICERS

1. The officers shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as may be determined by the Board, in accordance with the Articles of Incorporation, to be from time to time appropriate. ~~The President shall be a member of the Board of Directors, but the other officers need not be.~~

2. The officers of the Association shall be elected by the Board of Directors at the annual meeting of the Board of Directors, which shall be held immediately following the annual meeting of the Association. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and qualified.

3. A vacancy in any office because of death, resignation or other termination of services, may be filled by the Board of Directors for the unexpired portion of the term.

4. All officers shall hold office at the pleasure of the Board of Directors.

5. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all notes, leases, mortgages, deeds and all other written instruments. The President shall act as the Voting Representative for Barclay at Wycliffe at meetings of the Wycliffe Community Association, Inc. and shall also act as the Director representing Barclay at Wycliffe at such time that Barclay at Wycliffe may appoint a member of the Board of Directors of the Wycliffe Community Association, Inc. according to the provisions of the Articles of Incorporation thereof.

6. The Vice President, or the Vice President so designated by the Board of Directors if there is more than one Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board of Directors.

7. The Secretary, or his appointed agent, shall be ex officio the Secretary of the Board of Directors, shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He shall sign all certificates of membership, if any. He shall keep the records of the Association. He shall record in a book kept for that purpose all the names of the Members of the Association together with their addresses as registered by such Member.

8. The Treasurer, or his appointed agent, shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; provided however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not be, a required signatory on checks and notes of the Association.



9. The Treasurer, or his appointed agent, shall keep proper records of account and cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year. He or his appointed agent shall prepare an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be open for inspection upon reasonable request of a Member.

~~10. During the period in which the Developer has the right to appoint a majority of the board of Directors, it shall appoint a Representative to vote the Association's interests in matters concerning the Wycliffe Community Association, Inc. This representative shall be elected at the same time and in the same manner as the Board of Directors. Subsequent to such time, the Representative shall be the President of the Association.~~

#### IX. COMMITTEES

1. The only standing committee of the Association shall be the Architectural Review Board ("ARB"). The Board of Directors may appoint such other committees as it deems advisable.

2. The ARB shall be appointed, shall serve, and shall have the duties and functions described in the Declaration of Covenants for the Property. A party aggrieved by a decision of the ARB shall have the right to make a written request to the request of the Board of Directors, within thirty (30) days of such decision, that the Board review such decision. The determination of the Board upon reviewing such decision of the ARB shall in all events be dispositive.

#### X. BOOKS AND PAPERS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any Members.

#### XI. SEAL

The Association shall have a seal in circular form having within its circumference the words: BARCLAY AT WYCLIFFE HOME OWNERS ASSOCIATION, INC., corporation not for profit, 1989, Florida.

#### XII. AMENDMENTS

~~These By-Laws may be altered, amended or rescinded restated by the majority vote of the entire voting Directors members membership of the Association present at a duly constituted meeting of the Board of Directors except that no amendment affecting Developer shall be effective without Developer's written consent, which may be withheld for any reason whatsoever, Membership, or in lieu of a meeting upon written consent of a majority of the voting members of the Association.~~

#### CERTIFICATE

The foregoing were adopted as the By-Laws of Barclay at Wycliffe Home Owners Association, Inc., a corporation not for profit under the laws of the State of Florida, on the 12 day of FEB., 1988.

  
President

  
Secretary

Return to (enclose self-addressed stamped envelope)

Name

Address

APR-29-1998 4:16PM 98-157263  
ORB 10371 Pg 1260

**CERTIFICATE OF RECORDING OF AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR BARCLAY AT WYCLIFFE HOME OWNERS ASSOCIATION, AMENDED AND RESTATED BYLAWS OF BARCLAY AT WYCLIFFE HOME OWNERS ASSOCIATION, INC., AMENDED AND RESTATED ARTICLES OF INCORPORATION OF BARCLAY AT WYCLIFFE HOME OWNERS ASSOCIATION, INC. AND EXHIBITS THERETO**

WHEREAS, the Certificate and Amended and Restated Declaration of Covenants and Restrictions for Barclay at Wycliffe Home Owners Association is recorded in O.R. Book 10245 at Page 450 of the Public Records of Palm Beach County.

WHEREAS, the Certificate and Amended and Restated Bylaws of Barclay at Wycliffe Home Owners Association, Inc. are recorded in O.R. Book 10245 at Page 507 of the Public Records of Palm Beach County.

WHEREAS, the Certificate and Amended and Restated Articles of Incorporation of Barclay at Wycliffe Home Owners Association, Inc. were recorded in O.R. Book 10259 at Page 889 of the Public Records of Palm Beach County, and were filed with the State on February 25, 1998; and

WHEREAS, the additional Exhibits attached were also recorded as Exhibits to the Amended and Restated Declaration.

NOW, THEREFORE, these documents are now being recorded for the purpose of recording said documents without the strike through of those words that were deleted and without underlining for those words which have been added so that these documents are in a readable form for the members. These documents have also been renumbered to reflect the actual numbering resulting from the above referenced amended and restated documents properly recorded in the Public Records of Palm Beach County and as to the Articles of Incorporation, properly filed with the State.

DATED this 20 day of APRIL, 1998.

WITNESSES:

BARCLAY AT WYCLIFFE HOME OWNERS ASSOCIATION, INC.

Monica E. Moore  
Signature

By: Leonard Fleishman  
Leonard Fleishman, President

MONICA E. MOORE  
Print Name

Joan M. Mamone  
Signature

By: Arnold Becker  
Arnold Becker, Secretary

JOAN M. MAMONE  
Print Name

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

ORB 10371 Pg 1261  
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of April, 1998,  
by Leonard Fleishman, as President and Arnold Becker, as Secretary of Barclay at Wycliffe  
Home Owners Association, Inc., who are Personally Known  or Produced Identification

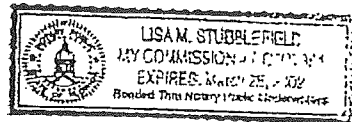
Type of Identification Produced \_\_\_\_\_

NOTARY PUBLIC (SEAL)

This instrument prepared by:  
Louis Caplan, Esquire  
ST. JOHN, DICKER & CAPLAN  
500 Australian Avenue So.  
Suite 600  
West Palm Beach, Florida 33401  
55001.27C

Sign Lisa M Stubblefield  
Print Lisa M Stubblefield  
State of Florida

My Commission Expires:



St. John + Dicker  
Sec Above

APR-29-1998 4:16PM 98-15726  
ORB 10371 Pg 1262

AMENDED AND RESTATED  
DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
BARCLAY AT WYCLIFFE HOME OWNERS ASSOCIATION

THIS AMENDED AND RESTATED DECLARATION is made this 21st day of April, 1998, which declares that the real property described in Article II, which is owned by the Developer, hereinafter called Barclay at Wycliffe is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometime hereinafter referred to as "Covenants and Restrictions") hereinafter set forth.

I. DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

A. "Association" shall mean and refer to Barclay at Wycliffe Home Owners Association, Inc., a Florida corporation not for profit. This is the Declaration of Covenants and Restrictions to which the Articles of Incorporation (the "Articles") and By-Laws (the "By-Laws") of the Association make reference. Copies of the Articles and By-Laws are attached hereto and made a part hereof as Exhibit A and B respectively.

B. Barclay at Wycliffe or "Property" shall mean and refer to all such existing properties and additions thereto as are subject to this Declaration or any supplemental Declaration under the provisions of Article II hereof, and shall include, but not be limited to, the real property described on Exhibit C.

C. "Lot" shall mean and refer to any lot or other parcel, with any and all improvements thereon, in Barclay at Wycliffe, as platted in the Public Records of Palm Beach County, Florida, on which a residential structure could be constructed, whether or not one has been constructed.

D. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Property.

E. "Common Area" shall mean all property located within the Property which is designed and intended for the common, non-exclusive use of the Owners; together with the landscaping and any improvements thereon, including, without limitation, all structures, recreational facilities, open space, walkways, walls, streets, sprinkler systems and street lights, if any; but excluding any public utility installations thereon, and all portions of any Property Systems (as defined below) not made Common Area and provided, however, that certain portions of the Property shall not be deemed Common Area to the extent such portions are operated and/or owned by Wycliffe Community Association, Inc.

Developer will endeavor to specifically identify (by recorded legal description, signage, physical boundaries, site plans or other means) the Common Area of the Property, but such identification shall not be Common Area hereunder. The Common Area (or appropriate portions thereof) shall, upon the later of completion of the improvements thereon or the date when the last purchaser (or at any time and from time to time sooner at the sole election of the Developer), be conveyed by quit claim deed to the Association, which shall be deemed to have automatically accepted such conveyance. The use of the Common Area not designated as roadways or ingress and egress shall be restricted to park and recreational purposes, or to such uses as may be approved by the Board of Directors of the Association, from time to time, which uses shall include, but not be limited to, designated parking areas and easement areas. Common Areas designated as roadways or for ingress and egress shall be for the benefit of each Owner, their respective guests, invitees and licensees. All Common Areas may be subject to reasonable rules and regulations from time to time imposed.

F. "Property Systems" shall mean and refer to any and all cable television, telecommunication, security or other lines, conduits, wires, amplifiers, towers, antennae, equipment, materials, installations and fixtures (including those based on, containing or serving future technological advances not now known) installed by Developer or pursuant to any grant of easement or authority by Developer within the Property and serving more than one Lot.

II. PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO, DELETIONS THEREFROM.

Section 1. LEGAL DESCRIPTION. The rear property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is legally described on Exhibit C attached hereto and made a part hereof. It is presently intended that only the real property described in Exhibit C shall be placed into the Association at this time.

III. PROPERTY RIGHTS

Section 1. OWNERS' EASEMENTS OF ENJOYMENT. Every Owner shall have a nonexclusive right of use and an easement of enjoyment in and to the Common Area for the intended use and enjoyment thereof in common with all other owners, their tenants, agents and invitees, subject to the following:

A. The right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure;

B. All provisions of this Declaration, any plat of all or any parts of the Property, and the Articles and By-Laws of the Association;

C. Rules and regulations governing use and enjoyment of the Common Areas adopted by the Association;

D. Restrictions contained on any and all plats of all or any part of the Common Area or filed separately with respect to all or any part or parts of the Property.

E. The right of the Association to suspend voting rights and right of use of recreational portions of the Common Area by an Owner during any period in which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of the restrictions set forth herein or in the Association's rules and regulations;

F. The rights reserved to the Wycliffe Community Association, Inc. in the Declaration of Covenants, Conditions and Restrictions for Wycliffe Golf and County Club.

Section 2. EASEMENTS APPURTENANT. The easements provided in Section 1 shall be appurtenant to and shall pass with the title to each Lot.

Section 3. UTILITY AND PROPERTY SYSTEMS EASEMENTS. Public Utilities may be installed underground in the Common Area when necessary for the service of the Property but all use of utility easements shall be in accordance with the applicable provisions of this Declaration.

Section 4. PUBLIC EASEMENTS. Fire, police, health, sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Area.

Section 5. EASEMENT FOR UNINTENTIONAL AND NON-NEGLIGENT ENCROACHMENTS. If any other building or improvement of a Lot shall encroach upon any

portion of the Common Area, another Lot or upon an easement by reason of original construction, then an easement for such encroachment shall exist so long as the encroachment exists. It is contemplated that each Lot shall contain an improvement with roof overhangs, eaves and other protrusions passing over an adjacent Lot. A perpetual nonexclusive easement is herein granted to allow such roof overhangs, eaves and other protrusions and to permit any natural water run off from such overhangs, eaves and other protrusions onto the adjacent Lot.

Section 6. **ADDITIONAL EASEMENT.** The Association shall have the right to grant such additional electric, telephone, gas, sprinkler, irrigation, cable television or other easements, and to relocate any existing easement in any portion of the Property and to grant access easements and to relocate any existing access easements in any portion of the Property as the Association shall deem necessary or desirable, for the proper operation and maintenance of the Property, or any portion thereof, or for the general health or welfare of the Owners or for the purpose of carrying out any provisions of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Lots for dwelling purposes.

Section 7. **ASSOCIATION EASEMENTS.** For the purpose solely of performing its obligations under the provisions of this Declaration, the Association, through its duly authorized agents, employees or independent contractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours of any day except Sunday. In the event of an emergency, such right of entry shall exist without notice on any day, including Sunday. Each Owner hereby grants to the Association, its duly authorized agents, employees or independent contractors such easements for ingress and egress, across the Lots and through improvements constructed upon the Lots, as may be reasonably necessary to effect and perform the Association's maintenance obligations. There shall be no advance notice required prior to entry for the performance of routine maintenance functions. In addition, the Owner of the adjoining property (not within the Property) may grant the Association, its duly authorized agents, employees or independent contractors, such easements for ingress and egress across its properties to effect and perform its duties. In such event, the Association shall indemnify the adjoining property owner for any damage or injury to the easement areas caused by the use thereof or access to perform the exterior maintenance. In the event an Owner is on vacation and/or will not be present to permit entry onto his Lot for the exterior maintenance aformentioned, said Owner shall deposit his gate key with the Association to permit entry thereon.

Section 8. **GOLF COURSE EASEMENT.** The Developer for the Master Association reserves for itself, its successors, assigns and designers an easement to permit the doing of every act necessary and proper to the playing of golf on the golf course area lying near or adjacent to the Property, including but not the Lots. There acts shall include, but not be limited to, the recovery of golf balls provided such balls can be recovered without damaging the Property, the flight of golf balls over and upon the Lots; the use of necessary and usual equipment upon such golf course; the usual and common noise level created by the playing of the game of golf, together with all the other common and usual activities associated with the game of golf and with all the normal and usual activities associated with the operation of a golf club.

Section 9. **COMMON IRRIGATION SYSTEM.** The Property will have an irrigation system serving the Common Area which will be separately metered. The Association will be responsible for maintaining such system which will be operated by automatic timers. The Association shall have the right pursuant to section 7 of this Article to enter onto any part of the Property, including the lots, to maintain such irrigation system. The Board of Directors reserves the right to utilize alternate systems for irrigation if they deem appropriate. The costs of operating any system, including but not limited to the costs of restoring any Lot or the Common Area after maintenance of the system, shall be included in the assessments described in Article V of this Declaration.

Section 10. **STREET LIGHTING.** The street lighting poles and fixtures will be installed by the Association within the Common Area and the Association shall have the obligation for maintenance of such street lighting facilities from the date of recording this Declaration or from the date of installation of the street lighting, whichever occurs first.

Section 11. SPECIAL MAINTENANCE EASEMENT. Each Lot shall contain an improvement with roof overhangs, passing over an adjacent Lot. A nonexclusive easement in, to, over and across such adjacent Lot, with the right of ingress and egress, is hereby created in favor of each Lot for construction and maintenance work necessary in order for the Owner of each Lot to maintain the improvements on such Lot, including but not limited to maintenance of the roof overhangs. Any use of the easement shall be done in a manner as not to inconvenience the adjacent Lot Owner and only shall be during business days from 8 a.m. to 6 p.m., with reasonable prior notice to the adjacent Lot Owner. Moreover, after completion of its maintenance work, each Lot Owner shall be required to repair any and all damage it has caused to the adjacent Lot by such entry and shall be responsible for removing any and all debris from the easement area. The Owner of the adjacent Lot containing such an easement will have the right to put a gate with a lock in the easement area; provided, however, that the Lot owner holding the easement rights described herein shall have a right to require the such adjacent Lot Owner to open such gate after reasonable notice so that the easement holder can use the easement area as herein provided.

The Association, shall have the right, but not the obligation, to cause a surveyor to locate and define all such maintenance and construction easements created pursuant to this blanket easement at the Association's expense. The Association shall have the ability to modify the width or length of the easements, provided, however, that such modification does not unreasonably interfere with the use of the Lots for dwelling purposes. The Association will then execute notice(s) with respect to each Lot reflecting the legal description of the appurtenant construction and maintenance easement, as determined by the surveyor and accordingly, after recordation of such notice(s), in the Public Records of Palm Beach County, Florida, the blanket construction and maintenance easements herein created shall terminate with respect to each Lot covered by such notice(s).

Section 12. DRAINAGE EASEMENT. Each Lot at the Property shall be subject to a surface water drainage easement in favor of all of the other Lots at the Property and the Association.

#### IV. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. MEMBERSHIP. Every person or entity who is a record fee simple Owner of a Lot, shall be a member of the Association; provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership, of any Lot which is subject to easement.

Section 2. MERGER OR CONSOLIDATION. Upon a merger or consolidation of any Association referred to herein with any other association, the properties, rights and obligations of such Association may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another Association may, by operation of law, be added to the properties, rights and obligations of any association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property together with the covenants and restrictions established upon any other property as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by the Declaration within the Property.

Section 3. TERMINATION OF THE ASSOCIATION. In the event the Association is terminated or shall no longer continue to exist for any reason whatsoever, the Wycliffe Community Association, Inc. will maintain all Common Areas and is hereby authorized to assess all Owners for the costs of such maintenance. In the event of dissolution of the Association for whatever reason other than merger or consolidation as provided for herein and the inability of the Wycliffe Community Association, Inc. to assume responsibility for the maintenance of the Common Areas, any Owner may petition the Circuit Court of the Fifteenth Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the Association and

to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association, the Property and Common Areas.

Section 4. DISCLAIMER OF LIABILITY OF THE ASSOCIATION. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES, BY-LAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (COLLECTIVELY THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTY INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(a) IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTY AND THE VALUE THEREOF; AND

(b) THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR PALM BEACH COUNTY OR PREVENTS TORTIOUS ACTIVITIES; AND

(c) THE PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS LOT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS ARTICLE AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS ARTICLE OR OTHERWISE.

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

V. COVENANTS FOR MAINTENANCE ASSESSMENTS.

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Area and to the extent not otherwise provided for or maintained by the Wycliffe Community Association, Inc., the paving, drainage structures, landscaping, improvements and other structures (except public utilities and Property Systems, to the extent the same have not been made part of the Common Area) situated on the Common Area, if any. All such work shall be done as ordered by the Board of Directors



of the Association. Maintenance of the aforesaid street lighting fixtures and the common irrigation system shall include and extend to payment for all electricity and water consumed in their operation. Without limiting the generality of the foregoing the Association shall assume all of Developer's and its affiliates' responsibility to Palm Beach County and its respective governmental and quasi-governmental subdivisions of any kind with respect to the Common Area and shall indemnify and hold the Developer and its affiliates harmless with respect thereto.

All work pursuant to this Article and all expenses incurred or allocated to the Association pursuant to this Declaration shall be paid for by the Association through assessments (either general or special) imposed in accordance herewith. The Developer, for each Lot owned by it within the Property, hereby covenants, and each Owner of any Lot (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments or charges and any special assessments or capital improvements or major repair; such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from the due date at the highest rate allowed by law and costs of collection thereof (including attorney's fees), shall be a charge on the land and shall be a continuing lien upon the Lot(s) against which each such assessment is made and shall be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment.

Section 2. PURPOSE OF ASSESSMENTS. The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Property and in particular for the improvement and maintenance of the Common Area and of any easement in favor of the Association, including, but not limited to, the cost of taxes on the Common Area, insurance, labor, equipment, materials, fees paid to members of the Architectural Review Board for services rendered, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of the Association and undertaken by the Association. Assessments may also be used to fund reserve accounts for capital expenditures and deferred maintenance; however, the Association may elect to provide for such expenses through nonuniform assessment as described below.

The Board shall cooperate with the Wycliffe Community Association, Inc. in the collection of assessments, and the Association shall collect for and remit to such Association any assessments due thereto under the terms of the Declaration of Covenants, Conditions and Restrictions for Wycliffe Golf and Country Club, as recorded in Official Records Book 6022 at Page 426, and any amendments or supplements thereto, of the Public Records of Palm Beach County, Florida.

Section 3. NONUNIFORM ASSESSMENTS. In addition to the regular and special assessments which are or may be levied hereunder, the Association (through the Board of Directors) shall have the right to levy assessments against an Owner(s) to the exclusion of other Owners for (i) the repair or replacement of damage to any portion of the Common Area (including, without misuse, negligence or other action or inaction of an Owner or his guests, tenants and invitees or (ii) the costs of work performed by the Association in accordance with Article VI of this Declaration (together with any surcharges collectible thereunder). Any such assessment shall be subject to all of the applicable provisions of this Article, including, without limitation, lien filing and foreclosure procedures and late charges and interest. Any assessment levied under this paragraph shall be due within the time specified by the Board of Directors in the action imposing such assessment.

Section 4. ANNUAL ASSESSMENTS. The Board of Directors of the Association (the "Board") shall fix the assessments, which shall be in amounts determined in accordance with the projected financial needs of the Association, as to which the decision of the Board of Directors of the Association shall be dispositive.

Section 5. UNIFORM RATE OF ASSESSMENT. All regular and special assessments shall be at a uniform rate for each Lot in the Property except the nonuniform assessments described in Section 3 hereof.

Section 6. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS AND MAJOR REPAIRS. In addition to any annual assessments, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement as approved by the Board of Directors of the Association, including the necessary fixtures and personal property related thereto, which may be approved by the Board of Directors of the Association, provided that any such assessment shall have the assent of a majority of the members of the Board of Directors of the Association.

It will be the responsibility of the Board of Directors to adequately present to the membership, all the details requiring this Special Assessment. This may be done at the annual meeting or a special meeting, at the discretion of the Board of Directors.

Section 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATE. The assessments for which provision is herein made shall commence on the date or dates (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. The due date of any assessment shall be fixed in the resolution authorizing such assessments, and any such assessment shall be payable in advance in monthly, quarterly, semi-annual or annual installments, as determined by the Board.

Section 8. DUTIES OF THE BOARD OF DIRECTORS. The Board of Directors of the Association shall fix the date of commencement and the amount of, the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement thereof.

The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. EFFECT OF NON-PAYMENT OF ASSESSMENT: THE LIEN, THE PERSONAL OBLIGATION, REMEDIES OF ASSOCIATION. The lien of the Association shall be effective from and after recording, in the Public Records of Palm Beach County, Florida, a claim of lien stating the description of the Lot encumbered thereby, the name of the Owner, the amount and the date when due. Such claim of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record.

If the assessment is not paid within thirty (30) days after the delinquency date, which shall be set by the Board of Directors of the Association, the Board may accelerate the remaining installments for assessments for the fiscal year upon notice to the Owner and fifteen (15) days thereafter the balance of the assessments due for the remainder of the fiscal year shall become due. The assessment shall bear interest from the date of delinquency at the highest rate allowed by law, and the Association may at any time thereafter bring an action to foreclose the lien against the Lot(s), in like manner as a foreclosure of a mortgage on real property, and/or a suit on the personal obligation against the Owner(s) and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action (including reasonable attorneys' fees), and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees (including fees on appeal) to be fixed by the Court together with the costs of the action.

Section 10. SUBORDINATION OF THE LIEN TO MORTGAGE. The lien of the assessments provided for herein made, as well as in any other Article of this Declaration shall be subordinate to the lien of any first mortgage to a federal or state chartered bank, mortgage company, life insurance company, federal or state savings and loan association or real estate investment trust or other similar mortgagee generally known as an institutional mortgagee, which is perfected by recording prior to the recording of a claim of lien for any such unpaid assessments by the Association. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot by deed in lieu of foreclosure of such Lot or pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure of such mortgage; provided, however, any such Lot shall be liable, following such sale, for a pro rata share of any unpaid assessments against such Lot accruing prior to such sale, in common with all other Lots. No sale or other transfer shall relieve any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of either the Developer or the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 11. EXEMPT PROPERTY. The Board of Directors shall have the right to exempt any of the Property subject to this Declaration from the Assessments, charge and lien created herein provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes:

- A. Any easement or other interest herein dedicated and accepted by the local public authority and devoted to public use;
- B. All of the Common Area as defined in Article I hereof;
- C. Any of the Property exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.
- D. Any easement or other interest dedicated or conveyed to not for profit corporations for the use and benefit of residents in the Planned Unit Development of which the Property is a part.

Notwithstanding any provisions herein, no land or improvements devoted to residential dwelling or related use shall be exempt from said assessments, charges or lien except as provided in Article V, Section 5 hereof.

Section 12. WORKING CAPITAL FUND. Developer shall establish a Working Capital Fund for the initial months of operation of the Association, which shall be collected by the Developer from each Lot purchaser at the time of conveyance of each Lot to such purchaser in an amount equal to three months of the annual assessment for each Lot. Each Lot's share of the Working Capital Fund shall be collected and transferred to the Association at the time of closing of the sale of each Lot and maintained in a segregated account for the use and benefit of the Association. The purpose of this fund is to assure that the Association's Board of Directors will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Board of Directors. Amounts paid into the fund are not to be considered as advance payment of regular assessments.

#### VI. MAINTENANCE OF LOTS AND IMPROVEMENTS THEREIN.

Section 1. EXTERIORS OF IMPROVEMENT. Each Owner shall maintain all structures located on his Lot in a neat, orderly and attractive manner and consistent with the general appearance of the Property; provided, however, the Association has the right to maintain any or all such items for all Lots if, in its sole discretion, the Association deems it desirable. The minimum (though not sole) standard for the foregoing shall be consistent with the general appearance of the Property as initially constructed and otherwise improved by Developer (taking

into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness, in the judgment of the Architectural Review Board). The Association shall also provide painting and routine maintenance to the exterior wall surfaces, exterior wood surface and exterior trim of each unit on all Lots within the Properties, which surface and trim are originally installed by the Developer, and any and all substantially similar replacements thereto. Such unit maintenance shall not apply to the exterior walls or wood surfaces which have been enclosed or blocked by screening, to Owner-installed surfaces or trim, (except as provided above), and to windows, screens, roofs and gutters (whether Developer or Owner-installed). Nothing contained herein shall obligate the Association to make repairs or replacements of improvements damaged by fire, windstorm, hail or other casualty; such repairs or replacements shall be made by the Owner of the Lot which suffers such damage.

Section 2. LOTS. The Association shall maintain the trees, shrubbery, grass and other landscaping on the front yard portion of each Lot, as originally installed, in an orderly and attractive manner and consistent with the general appearance of the Property. The minimum (though not sole) standard for the foregoing shall be the general appearance of the Property as initially landscaped (such standard being subject to being raised by virtue of the natural and orderly growth and maturation of applicable landscaping as properly trimmed and maintained). Each Owner shall be responsible for maintaining any upgrade in the landscaping, from the landscaping as initially installed, on his Lot in the same manner and at the same time as the Lot is maintained unless the Association assumes such maintenance responsibility. The Association may elect to assess individual Lot Owners for the responsibility of maintaining landscape upgrades. The landscape portion of any road right-of-way that abuts a Lot and the landscaped area from the rear of any Lot to the edge of any water-body which it may abut shall be maintained by the Owner of such Lot in the same manner and at the same time as the Lot is maintained unless the Association assumes such maintenance responsibility.

Section 3. REMEDIES FOR NONCOMPLIANCE. In the event of the failure of an Owner to maintain his Lot and improvements thereon in accordance with this Article, the Association shall have the right, upon five (5) days prior written notice to the Owner at the address last appearing in the records of the Association, to enter upon the Owner's Lot and perform such work as is necessary to bring the Lot or improvements thereon into compliance with the standards set forth in this Article. Such work may include, but shall not necessarily be limited to, the cutting/trimming of grass, trees and shrubs; the removal (by spraying or otherwise) of weeds and other vegetation; the reseeded or replanting of grass, trees or shrubs; the repainting or restraining of exterior surfaces of improvements on a Lot; the repair of walls, fences, roofs, doors, windows and other portions of improvements on a Lot; and such other remedial work as is judged necessary by the Association. The remedies provided for herein shall be cumulative with all other remedies available under this Declaration or other applicable Covenants (including, without limitation, the imposition of fines or special assessments or the filing of legal or equitable actions).

Section 4. ASSESSMENT OF COST. The cost of such maintenance shall be assessed against the Lot or Lots upon which such maintenance is performed or, in the opinion of the Board of Directors of the Association, benefiting from same. The assessment shall be apportioned among the Lots involved in the manner determined to be appropriate by the Board of Directors of the Association. If no allocation is made, the assessments shall be uniformly assessed against all of the Lots in the affected area. The exterior maintenance assessments provided for in this Article shall not be considered a part of the annual or special assessments. Any exterior maintenance assessment shall be a lien on the Lot(s) and the personal obligation of the Owner(s) and shall become due and payable in all respects together with interest and fees for the cost of collection, as provided for the other assessments of the Association, and shall be subordinated to mortgage liens to the extent provided by Section 10 of Article V hereinabove.

In order to discourage Owners from abandoning their duties hereunder, and additionally to reimburse the Association for the administrative expenses incurred as a result of such abandonment, the Association may impose an additional charge of not more than thirty-five percent (35%) of the cost of the applicable remedial work, such charge to be a part of the aforesaid special assessment. No bids need be obtained for any of the work performed by the

Association pursuant to this Article and the person(s) or companies performing such work may be selected by the Association in its sole discretion.

Section 5. ACCESS. For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot(s) or the exterior of any improvements thereon at reasonable hours on any day except Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice, as under the circumstances, is practically affordable.

## VII. ARCHITECTURAL CONTROL

Section 1. NECESSITY OF ARCHITECTURAL REVIEW AND APPROVAL. No landscaping, improvement or structure of any kind, including without limitation, any building, fence, wall, statue, swimming pool, screen enclosure, sewer, drain, disposal system decorative building, lightning rod, landscape device or object, including but not limited to window treatments, or other improvements shall be commenced, erected, placed or maintained upon any Lot nor shall any addition, demolition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to and approved in writing, by the Association. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with the Architectural Planning Criteria of the Association, a copy of which are attached hereto as Exhibit D, as the same may from time to time be amended. It shall be the burden of each Owner to supply completed plans and specifications to the Association's Architectural Review Board, as defined below (the "ARB") and no plan or specification shall be deemed approved unless a written approval is granted by the Association or ARB thereof to the Owner submitting same. Any change or modification to approved plans shall not be deemed approved unless a submittal and written approval thereof is granted. Provided further, the review and approval rights as contained herein are intended to control aesthetics and the maintenance of community standards, not to insure compliance with any contract, code, ordinance, rule, regulation or law. Each Owner expressly acknowledges that the Association and the ARB shall incur no liability, express or implied, with respect to conformance with any contract, code, ordinance, rule, regulation or law. The Association's and/or the ARB's approval of any item shall not affect an Owner's obligation to obtain any approval of such item which is or maybe required by the Wycliffe Community Association, Inc., the Wycliffe Golf and Country Club.

Section 2. ARCHITECTURAL REVIEW BOARD. The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Board (the "ARB"), which shall consist of three (3) members who need not be members of the Association. The Association may pay members of the ARB reasonable fees for their services. The members of the ARB shall be appointed by and shall serve at the pleasure of the Board of Directors of the Association. A majority of the ARB shall constitute a quorum to transact business at any meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof shall be filled by the Board of Directors.

Section 3. POWERS AND DUTIES OF THE ARB. The ARB shall have the following powers and duties:

A. To recommend, from time to time, to the Board of Directors of the Association modifications and/or amendments to the Architectural Planning Criteria. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and notice at which a quorum is present and voting. Notice of any modification or amendment to the Architectural Planning Criteria, including a verbatim copy of such change or modification, shall be delivered to each member of the Association; provided that, the delivery to each member of the Association of notice and a copy of any modification or

amendment to the Architectural Planning Criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification.

B. To require submission to the ARB of two (2) complete sets of all plans and specifications, and a complete color palette, for any improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, enclosure, sewer drain, disposal system, decorative building, landscape device or object, or other improvement, the construction or replacement of which is proposed upon any Lot in the Property, signed by the Owner of the Lot and contract vendee, if any. The ARB may also require submission of samples of building materials proposed for use on any Lot, and may require such additional information as reasonably may be necessary for the Board to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria.

C. To approve or disapprove any improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot in the Property and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of the ARB shall be submitted in writing to the Board of Directors of the Association, and evidence thereof may, but need not be, made by a certificate, in recordable form, executed under seal by the President or any Vice President of the Association. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors of the Association, within thirty (30) days of such decision for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive.

#### VIII. RESTRICTIONS

Section 1. RESIDENTIAL USE. The Lots subject to these Covenants and Restrictions may be used for residential living units and for no other purpose. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof. No building or other improvements shall be erected upon any Lot without prior ARB approval thereof as elsewhere herein provided. No Lot shall be divided, subdivided or reduced in size.

Section 2. NO TEMPORARY BUILDINGS. No tents, trailers, vans, shacks, tanks or temporary accessory building or structures shall be erected or permitted to remain on any Lot without written consent of the Association.

Section 3. ANTENNAE. No aerial or antennae shall be placed or erected upon any Lot, or affixed in any manner to the exterior of any building in the Property, except as otherwise provided. Aerials and antennae, if any, shall be built into the roof trusses of the home. Satellite dishes may be installed on a lot if in accordance with the reasonable specifications and guidelines as promulgated by the ARB. Satellite dishes which do not adhere to these ARB reasonable specifications and guidelines, shall be prohibited without the approval of the Architectural Review Board ("ARB").

Section 4. BOATS AND MOTOR VEHICLES. No boats, recreation vehicles or other motor vehicles, except four wheel non-commercial passenger vehicles less than five and six-tenths feet (5.6') in height, shall be placed, parked or stored upon any Lot, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a building where totally isolated from public view. The prohibitions contained in this Section shall not apply to temporary parking of trucks and other commercial vehicles, while they are performing necessary services, but in no event, shall said vehicles be allowed to park, even on a temporary basis, overnight. No on-street overnight parking or parking on lawns shall be permitted. Overnight parking shall be defined as parking between 11:00 p.m. and 6:00 a.m.

Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein, or in the rules and regulations now or hereafter adopted may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the Owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes and trailers. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of property posting.

Section 5. TREES. No tree or shrub, the trunk of which exceeds two inches (2") in diameter shall be cut down, destroyed or removed from a Lot without the prior express written consent of the ARB.

Section 6. ARTIFICIAL VEGETATION. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ARB.

Section 7. AUTOMOBILE STORAGE AREA. No carports shall be permitted unless approved by the ARB. All garages shall contain at least four hundred (400) square feet of usable space appropriate for the parking of automobiles. All garages must have automatically operated, remote controlled doors which shall be maintained in a useful condition. Garages may not be converted to dens, bedrooms or other areas intended for habitation, it being the intent that garages be available for use for the purpose intended.

Section 8. CLOTHES DRYING AREA. Any portion of any Lot used as a drying or hanging area for laundry of any kind shall be screened from view of adjoining Lots and roadways by proper landscaping.

Section 9. NUISANCES. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to the neighborhood. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

Section 10. SIGNS. No sign of any kind shall be displayed to the public view on any Lot except signage approved by the Board of Directors relating to Association affairs.

Section 11. IRRIGATION. All individual Lot irrigation systems are required to be connected to the public water system, unless the Board of Directors elects to utilize another source for irrigation if they deem appropriate. Common Area irrigation by the Association may use a well or neighboring water retention systems, if such use is permitted by the owners of such systems. Any irrigation from non-potable water sources shall be installed and maintained with filters to avoid staining. The Association will maintain all individual irrigation systems as originally installed. Any upgrades to the irrigation system as originally installed, needed over and above original, will be the responsibility of the individual Lot Owner unless the Association assumes such maintenance responsibility. The Association may elect to assess individual Lot owners for the responsibility of maintaining irrigation upgrades.

Section 12. POOLS. All pools shall be adequately maintained and chlorinated. No diving boards, slides or platforms shall be permitted without ARB approval.

Section 13. LIGHTING. No lighting shall be permitted which alters the residential character of the Property.

Section 14. PETS, LIVESTOCK AND POULTRY. No animals, reptiles, insects, wildlife, livestock or poultry of any kind shall be raised, bred, kept or stabled on any Lot, except

household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any neighbor by reason of barking or otherwise. No dogs or other pets shall be permitted to have excretions on any Common Area, except areas designated by the Association, and Owners shall be responsible to clean-up any such improper excretions. "Household pets" shall be leashed when on the Association common property. For purposes hereof, "household pets" shall mean, dogs, cats, and other animals expressly permitted by the Association, if any. Pets shall also be subject to all applicable rules and regulations. Nothing contained herein shall prohibit the keeping of fish or domestic (household-type) birds, as long as the latter are kept indoors and do not become a source of annoyance to neighbors. No more than two (2) household pets shall be kept on any lot.

Section 15. GARBAGE AND TRASH DISPOSAL. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the applicable governmental authority or other company or Association for disposal or collection of waste shall be complied with. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary refuse containers, which shall be placed in a walled-in or screened-in area, so they are not visible from the street or from adjoining Lots. All oil tanks or bottle gas tanks must be kept underground or placed in a walled-in or screened-in area so they shall not be visible from the street or from adjoining Lots. Trash, refuse or waste materials shall not be burned on any Lot. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Containers must be rigid plastic, no less than 20 gallons or more than 32 gallons in capacity, and well sealed. Such containers may not be placed out for collection sooner than 24 hours prior to scheduled collection and must be removed within 12 hours of collection.

Section 16. FENCES. No fence, wall or other structure shall be erected in the front yard, back yard or side yard setback areas. Additionally, no fences, walls or other structures shall be erected on any other portion of a lot without the prior written approval of the ARB.

Any wall or fence originally installed by Developer, shall be deemed a Common Area hereunder for purposes of maintenance by the Association and the Association shall have, and therefore is hereby granted, an easement over all applicable Lots for such purposes. Any other fences, walls or other structures installed on the lot, after approval by the ARB, shall be the maintenance responsibility of the lot owner.

Section 17. IMPROVEMENTS ON ADJOINING LOTS. No Owner may change, alter, structurally damage or maintain any improvement on an adjoining Lot abutting such Owner's property line without the adjoining Lot Owner's prior written consent (which may be withheld for any reason) and the consent of the ARB. Notwithstanding the foregoing, with the approval of the ARB, an Owner may plant landscaping on his Lot to screen improvements on an adjoining Lot which abut the property line of the Owner's Lot provided that such landscaping is planted at least two feet away from the improvements on the adjoining Lot (and trimmed below any permitted roof overhang) and provided further, that such landscaping is maintained so that the adjoining Lot Owner can reasonably perform his maintenance obligations with respect to improvements on his Lot.

Section 18. GARAGE SALES. No garage sales or similar types of sales shall be held on any Lot.

Section 19. MISCELLANEOUS. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that any Owner shall fail or refuse to keep his Lot free of weeds, underbrush or refuse piles, debris or other unsightly growths or objects, the Association may enter upon said Lot and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass. During any construction or maintenance on the Lot, each Owner will be required to maintain his Lot in a clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain upon any Lot. All garden equipment, bicycles and other



equipment shall not be visible from the street and shall be stored in the garage or walled-off court yard on each Lot.

Section 20. **COMPLIANCE BY OWNERS.** Each Owner shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Association.

Section 21. **ENFORCEMENT.** Failure of an Owner to comply with such restrictions, covenants or rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend the rights of use of Common Areas (except for legal access) of defaulting Owners for a period not to exceed sixty (60) days and shall have the right to levy fines, provided the following procedures are adhered to:

(a) **Notice:** The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of the special meeting of the fining committee at which time the Owner shall present reasons why a suspension and/or fine should not be imposed. At least fourteen (14) days' notice of such meeting shall be given.

(b) **Hearing:** The alleged non-compliance shall be presented to the fining committee after which the fining committee shall hear reasons why a suspension and/or fine should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner by not later than twenty-one (21) days after the fining committee meeting. The Owner shall have a right to be represented by counsel and to cross-examine witnesses.

The offending Lot Owner shall be responsible for all costs of enforcement including attorneys' fees actually incurred and court costs.

(c) **Amounts:** The Board of Directors (if the fining committee's findings are made against the Owner) may impose a fine, which shall be considered an assessment against the Lot owned by the Owner as follows: Fines shall not exceed \$100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and the opportunity for hearing, provided that no such fines shall in the aggregate exceed \$1,000.00.

(d) **Payment of Fines:** Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

(e) **Collection of Fines:** Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth herein. This shall include the authority of the Association to file a lien against a lot for failure of the Owner to pay the fine in a timely manner.

(f) **Application of Proceeds:** All monies received from fines shall be allocated as directed by the Board of Directors.

(g) **Non-Exclusive Remedy:** These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

#### IX. OWNERSHIP IN COUNTRY CLUB

Section 1. **OWNERSHIP IN COUNTRY CLUB.** By taking title to a Lot, each Owner becomes subject to the terms and conditions of the Declaration of Covenants, Conditions and

Restrictions for Wycliffe Golf and Country Club filed for record on April 5, 1989, in Official Records Book 6022, at Page 426, of the Public Records of Palm Beach County, Florida, as amended by document recorded on May 11, 1989, in Official Records Book 6061 at Page 1203. Among other things, that document provides that an Owner shall become a member of the Wycliffe Community Association, Inc.; shall acquire certain property rights to Common Areas within the Wycliffe Golf and Country Club; and shall become subject to the assessments and to the architectural control requirements of the Wycliffe Community Association, Inc., and the Wycliffe Golf and Country Club.

Section 2. MEMBERSHIP IN WYCLIFFE COMMUNITY ASSOCIATION, INC. In accordance with the provisions of the Articles of Incorporation of Wycliffe Community Association, Inc., all Owners shall be members in that Association. All references in this Declaration to Wycliffe Community Association, Inc. shall be deemed to include its successors and assigns.

Section 3. NOTICE TO WYCLIFFE COMMUNITY ASSOCIATION, INC. Copies of all amendments to this Declaration, the Articles of Incorporation and By-Laws of the Association, and any easements or conveyances affecting the Common Areas, shall be subject to the prior written approval of the Wycliffe Community Association, Inc.

Section 4. COOPERATION WITH WYCLIFFE COMMUNITY ASSOCIATION, INC. Upon request by or agreement with Wycliffe Community Association, Inc., the Association shall bill and collect assessments for Wycliffe Community Association, Inc. Further, the Association shall keep a current list of all owners and mortgagees, with appropriate mailing addresses, and supply the same to the Wycliffe Community Association, Inc. and the Developer within five (5) days of notice from either.

#### X. CENTRAL TELECOMMUNICATION RECEIVING AND DISTRIBUTION SYSTEM

Section 1. OWNERSHIP AND USE. Association reserves and retains to itself, its successors and assigns, subject to the rights of Sundial Joint Venture, the following:

A. The title to any Property Systems, including but not limited to any central telecommunication receiving and distribution system which Developer installs or causes to be installed within the Property, and 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 to and egress from the Property to service, maintain, install, repair and replace the aforesaid apparatus and equipment; and

C. The right to connect any Property System, including but not limited to the central telecommunication receiving and distribution system, to such receiving source as Developer may in its sole discretion deem appropriate, including without limitation, companies licensed to provide the CATV service in Palm Beach County, Florida, for which service Developer, its successors and assigns, shall have the right to charge every Association member a reasonable fee not to exceed the maximum allowable charge for CATV service as from time to time defined by the Code of Laws and Ordinances of Palm Beach County, Florida. The provisions of this subsection of this Article X shall not, however, be applicable to any part of the Property which is hereafter owned in fee simple by:

(1) Southern Bell Telephone & Telegraph Company or any of its subsidiary corporations; or

(2) Any successor in title to any Property which is hereafter owned in fee simple by Southern Bell Telephone & Telegraph Company or any of its subsidiary corporations; and

D. The right to empower a licensee or franchisee to provide CATV service within the Property to the extent that this power is not reserved by, or if reserved is waived by, Sundial Joint Venture, and to collect such license or franchise fees in connection therewith as the Developer may, in its sole discretion, deem appropriate. Sundial Joint Venture will collect all license and franchise fees, charges and gross revenues in connection with all systems or easements which it has reserved the right to install or grant.

Section 2. SECURITY SERVICES. The Association or their successors or assigns or franchisees and the cable telecommunications system operator, may enter into contracts for the provision of security services through the central telecommunications systems. DEVELOPER, THE ASSOCIATION OR WYCLIFFE COMMUNITY ASSOCIATION, INC. AND THEIR FRANCHISEES, AND CABLE TELECOMMUNICATION SYSTEM OPERATOR, DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH SECURITY SYSTEM OR SERVICES, OR THAT ANY SYSTEM OR SYSTEMS WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, WHICH THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR; AND EVERY OWNER OR OCCUPANT OF PROPERTY SERVICED BY THE CENTRAL TELECOMMUNICATIONS SYSTEM ACKNOWLEDGES THAT DEVELOPER, WYCLIFFE COMMUNITY ASSOCIATION, INC., ASSOCIATION OR ANY SUCCESSOR, ASSIGN OR FRANCHISEES OF THE DEVELOPER, WYCLIFFE COMMUNITY ASSOCIATION, INC. OR THE ASSOCIATION AND THE CABLE SYSTEM OPERATION WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the part of a security service provider to perform any of its obligations with respect to Security Services, and therefore every Owner or occupant of Property receiving security services through the central telecommunication system agrees that Developer, Wycliffe Community Association, Inc. and the Association or any successor, assign or franchisee of Developer, Wycliffe Community Association, Inc. or the Association and the cable telecommunications system operator assume no liability for loss or damage to property or for personal injury or death to persons due to failure in transmission of an alarm, interruption of security service or failure to respond to an alarm because of (a) any failure of the Owner's security system, (b) any defective or damaged equipment, device, line or circuit, (c) negligence of the security service provider or its officers, agents or employees, or (d) fire, flood, riot, war, act of God or other similar causes beyond the control of the security service provider. Every Owner or occupant of property obtaining security services through the central telecommunications system further agrees for himself, his guests, invitees and licensees that if any loss or damage should result from a failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or servicing of the system, the liability, if any of the Developer, Wycliffe Community Association, Inc., the Association, any franchisee of Developer, Wycliffe Community Association, Inc. or the Association and the cable system operator or their successors or assigns, for loss or damage sustained shall be limited to a sum not exceeding Two Hundred Fifty and No/100 U.S. Dollars (\$250.00), which limitation shall apply notwithstanding that the loss or damage results directly or indirectly from negligent performance or non-performance by any officer, agent or employee of the Developer, Wycliffe Community Association, Inc., the Association or any franchisee, successor or assign of the Developer, Wycliffe Community Association, Inc., Association or the cable system operator. Further, in no event will Developer, Wycliffe Community Association, Inc., the cable system operator or their successors or assigns, be liable for consequential damages, wrongful death, personal injury or commercial loss.

Section 3. INTERRUPTION IN SERVICES. In recognition of the fact that interruptions in Property Systems services, including any security services, will occur from time to time, no person or entity described above shall in any manner be liable, and no user of any Property System, including any security system, shall be entitled to refund, rebate, discount or offset in applicable fees, for any interruption in Property Systems services, regardless of whether or not same is caused by reasons within the control of the then provider(s) of such services.

## XI. GENERAL PROVISIONS

Section 1. DURATION AND REMEDIES FOR VIOLATION. The Covenants and Restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time said Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument executed by the President and Secretary of the Association upon approval by the Owners holding not less than two-thirds (2/3) of the voting interests of the membership has been recorded, agreeing to change or terminate said Covenants and Restrictions in whole or in part.

Violation or breach of any condition, covenant or restriction herein contained shall give the Developer and/or Association and/or Owner(s) in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breach of any one of them, and the expenses of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such Owner was in violation of said covenants or restrictions. Expenses of litigation shall include reasonable attorneys fees incurred by Developer and/or the Association in seeking such enforcement.

Section 2. NOTICES. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as member or Owner on either the records of the Association or the Public Records of Palm Beach County, Florida, at the time of such mailing.

Section 3. ENFORCEMENT. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenants or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. SEVERABILITY. Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

Section 5. CONFLICT. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and By-Laws of the Association and the Articles shall take precedence over the By-Laws. The provisions of the Declaration of Covenants, Conditions and Restrictions for Wycliffe Golf and Country Club shall take precedence over conflicting provisions in this Declaration, the Articles and the By-Laws.

Section 6. EFFECTIVE DATE. This Declaration shall become effective upon recordation of this Declaration in the Public Records of Palm Beach County, Florida.

Section 7. AMENDMENT. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this agreement may be amended, changed, added to, derogated, or deleted at any time and from time to time upon the execution and recordation of any instrument executed by Owners holding not less than a majority vote of the membership in the Association. Notwithstanding the foregoing, any provisions relating to subdivision and zoning requirements of Palm Beach County may not be amended without the prior written consent of the office of the County Attorney of Palm Beach County and provided further, that no amendment affecting the surface water management system, including the water management portion of the Common Area, shall be effective without the approval of the South Florida Water Management District. In addition, no amendments may be

made to this Declaration without the prior written approval of the Wycliffe Community Association, Inc.

Section 8. USAGE. Whenever used the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 9. COVENANT RUNNING WITH THE LAND. These covenants and restrictions shall run with the Property and the title of the Lots.

## XII. CONVEYANCES.

Section 1. In order to assure a community of congenial residents and thus protect the value of the dwellings and the general plan of development, the sale or lease of lots shall be subject to the following provisions:

A. The lot owner shall notify the Association, in writing, of his/her intention to sell or lease his/her lot and further provide with such notification, the name, address and telephone number of the prospective Purchaser for sale, or a copy of the lease. The name, address and telephone number of the prospective Purchaser for Sale or a copy of the lease must be provided to the Association not less than thirty (30) days prior to the sale or lease of the property.

B. Any and all lease agreements between an owner and a lessee of a lot at Barclay at Wycliffe shall be in writing, shall provide for a term of not less than four (4) months and must provide that the lease shall be subject in all respects, to the terms and provisions of this Declaration, the Articles of Incorporation, By-Laws and the Association Rules and Regulations of the Barclay at Wycliffe Homeowners Association, as well as the Wycliffe Community Association, Inc., and that any failure by the lessee under such lease agreement to comply with such terms and conditions, shall be a material default and breach of the lease agreement. No lot at Barclay at Wycliffe shall be subject to more than one (1) lease in any twelve-month period.

Unless provided to the contrary in the lease agreement, an owner, by leasing his lot, automatically delegates his right of use and enjoyment of the common areas and facilities to his lessee and in so doing, the said owner relinquishes his rights during the term of the lease agreement.

C. SALE. In the event of a sale, it shall be the responsibility of the purchaser of the lot to furnish the Association with a recorded copy of the deed of conveyance indicating the owner's mailing address for all future maintenance bills and other correspondence from the Association.

D. The purchaser or lessee shall be required to meet with the Association to execute a copy of the Rules and Regulations acknowledging that he/she takes title to or occupancy subject to, and agrees to abide by the Rules and Regulations. Such meeting will take place after the Association has received the name, address and telephone number of the prospective Purchaser for Sale or a copy of the lease, and prior to the date of conveyance.

E. Except as provided in Paragraph "F", it is not the intention of this Article to grant to the Association a right of approval or disapproval of purchasers or lessees. However, it is the intent of this paragraph to impose an affirmative duty on the lot owners to keep the Association fully advised of any changes in occupancy and ownership for the purpose of facilitating the management of the Association membership records.

F. If an owner is delinquent in payment of any assessment, the Association has the right to disapprove any sale.

Section 2. OCCUPANCY. As previously provided in this Declaration, the lots may be used for residential living units and for no other purpose. In order not to overburden the Association community facilities and to assure a community of congenial residents and to protect the value of dwellings in the general plan of the Development, occupancy of a lot shall be limited to two (2) persons per bedroom.

Persons, guests or invitees, other than single-family members as defined below, may occupy lots of the owner in his absence for a period not to exceed thirty (30) days in any one calendar year, provided written permission by the owner is provided to the Board of Directors of the Association prior to the occupancy of the lot by a guest or invitee. As used herein "Guests" or words of similar import shall include only those persons who have a principal residence other than the lot. A person(s) occupying the lot in the owner's absence for more than thirty (30) days shall not be deemed a guest, rather shall be deemed a lessee for the purposes of this Declaration, (regardless of whether a lease exists or rent is paid), and shall be subject to the provisions of this Declaration which apply to lessees.

"Single-family" and "Family" shall be limited to a lot owner's parents, grandparents, children, grandchildren, great-grandchildren, brothers, sisters and the spouses of each.

IN WITNESS WHEREOF, Association has caused this instrument to be executed in its name by its undersigned, duly authorized officers, and the corporate seal of its general partner to be hereunto affixed the day and year first above written.

Signed, sealed and delivered in the present of:

BARCLAY AT WYCLIFFE HOME OWNERS ASSOCIATION, INC.

Joan M. Marone

JOAN M. MARONE

By:

[Signature]  
President

Monica Moore

MONICA MOORE

By:

[Signature]  
Secretary

STATE OF FLORIDA )  
  )ss  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged to and before me this 21<sup>st</sup> day of April, 1998, by Leonard Fleishman

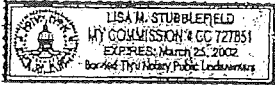
and Arnold Becker, as President and Secretary, respectively, of  
BARCLAY AT WYCLIFFE HOME OWNERS ASSOCIATION, INC.

Lisa M. Stubblefield

Notary Public  
State of Florida at Large  
(Seal)

My commission expires:

12/31/01 01:09:29D



P. 24

FEB-24-1998 4:03pm 98-063105  
ORB 10245 Pg 450

**CERTIFICATE OF AMENDED AND RESTATED DECLARATION OF  
COVENANTS AND RESTRICTIONS FOR  
BARCLAY AT WYCLIFFE HOME OWNERS ASSOCIATION**

I HEREBY CERTIFY that the Amended and Restated Declaration of Covenants and Restrictions attached to this Certificate was duly adopted as the Amended and Restated Declaration for Barclay at Wycliffe Home Owners Association. The original Declaration of Covenants and Restrictions for Barclay at Wycliffe Home Owners Association, is recorded in Official Records Book 6295 at Page 420 of the Public Records of Palm Beach County, Florida.

DATED this 12<sup>th</sup> day of February, 1998.

WITNESSES:

BARCLAY AT WYCLIFFE HOME OWNERS ASSOCIATION, INC.

Lisa Stubblefield  
Signature

By: [Signature]  
Leonard Fleishman, President

Lisa Stubblefield  
Print Name

Joan M. Mamone  
Signature

By: [Signature]  
Arnold Becker, Secretary

JOAN M. MAMONE  
Print Name

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

The foregoing instrument was acknowledged before me this 12 day of FEB, 1998, by Leonard Fleishman, as President and Arnold Becker, as Secretary of Barclay at Wycliffe Home Owners Association, Inc., who are Personally Known  or Produced Identification .

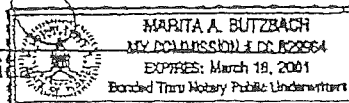
Type of Identification Produced \_\_\_\_\_

NOTARY PUBLIC (SEAL)

This instrument prepared by: [Signature]  
Louis Caplan, Esquire  
ST. JOHN, DICKER & CAPLAN  
500 Australian Avenue So.  
Suite 600  
West Palm Beach, Florida 33401  
55001.270

Sign: [Signature]

Print: \_\_\_\_\_  
State of Florida



My Commission Expires: \_\_\_\_\_



AMENDED AND RESTATED  
DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
BARCLAY AT WYCLIFFE HOME OWNERS ASSOCIATION

THIS AMENDED AND RESTATED DECLARATION is made this 12<sup>th</sup> day of February, 1998 ~~12~~ day of December, 1989 by Whitman Homes, Ltd., a Delaware limited partnership, hereinafter called "Developer", which declares that the real property described in Article II, which is owned by the Developer, hereinafter called Barclay at Wycliffe is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometime hereinafter referred to as "Covenants and Restrictions") hereinafter set forth.

I. DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

A. "Association" shall mean and refer to Barclay at Wycliffe Home Owners Association, Inc., a Florida corporation not for profit. This is the Declaration of Covenants and Restrictions to which the Articles of Incorporation (the "Articles") and By-Laws (the "By-Laws") of the Association make reference. Copies of the Articles and By-Laws are attached hereto and made a part hereof as Exhibit A and B respectively.

~~B. "Developer" shall mean and refer to Whitman Homes, Ltd., a Delaware limited partnership, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned. Developer may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Property. In the event of such a partial assignment, the Assignee, shall not be deemed the Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.~~

C. Barclay at Wycliffe or "Property" shall mean and refer to all such existing properties and additions thereto as are subject to this Declaration or any supplemental Declaration under the provisions of Article II hereof, and shall include, but not be limited to, the real property described on Exhibit C.

D. "Lot" shall mean and refer to any lot or other parcel, with any and all improvements thereon, in Barclay at Wycliffe, as platted in the Public Records of Palm Beach County, Florida, on which a residential structure could be constructed, whether or not one has been constructed.

E. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Property.

F. "Common Area" shall mean all property located within the Property which is designed and intended for the common, non-exclusive use of the Owners; together with the landscaping and any improvements thereon, including, without limitation, all structures, recreational facilities, open space, walkways, walls, streets, sprinkler systems and street lights, if any; but excluding any public utility installations thereon, and all portions of any Property Systems (as defined below) not made Common Area and ~~any other property of Developer not intended to be made Common Area~~; provided, however, that certain portions of the Property shall not be deemed Common Area to the extent such portions are operated and/or owned by Wycliffe Community Association, Inc.

Developer will endeavor to specifically identify (by recorded legal description, signage, physical boundaries, site plans or other means) the Common Area of the Property, but such identification shall not be Common Area hereunder.

The Common Area (or appropriate portions thereof) shall, upon the later of completion of the improvements thereon or the date when the last purchaser (or at any time and from time to time sooner at the sole election of the Developer), be conveyed by quit claim deed to the Association, which shall be deemed to have automatically accepted such conveyance. The use of the Common Area not designated as roadways or ingress and egress shall be restricted to park and recreational purposes, or to such uses as may be approved by the Board of Directors of the Association, from time to time, which uses shall include, but not be limited to, designated parking areas and easement areas. Common Areas designated as roadways or for ingress and egress shall be for the benefit of each Owner, their respective guests, invitees and licensees. All Common Areas may be subject to reasonable rules and regulations from time to time imposed.

G. "Property Systems" shall mean and refer to any and all cable television, telecommunication, security or other lines, conduits, wires, amplifiers, towers, antennae, equipment, materials, installations and fixtures (including those based on, containing or serving future technological advances not now known) installed by Developer or pursuant to any grant of easement or authority by Developer within the Property and serving more than one Lot.

#### II. PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO, DELETIONS THEREFROM.

Section 1. LEGAL DESCRIPTION. The rear property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is legally described on Exhibit C attached hereto and made a part hereof. It is presently intended that only the real property described in Exhibit C shall be placed into the Association at this time. The Developer has the right, but not the obligation, to add or withdraw real property subject to this declaration, however, the Developer acknowledges that it must obtain the consent of the Palm Beach County Attorney's Office prior to the withdrawal of any property subject to this Declaration.

Section 2. PLATTING AND SUBDIVISION RESTRICTIONS. The Developer shall be entitled at any time and from time to time, to plat and/or replat all or any part of the Property, and to file subdivision restrictions, and/or amendments thereto with respect to any undeveloped portion or portion(s) of the Property.

Section 3. ADDITION OR WITHDRAWAL OF LAND. Developer may, but shall have no obligation to, add at any time or from time to time to the scheme of this Declaration additional lands or withdraw only that (a) any lands from time to time added to the scheme of this Declaration shall be contiguous to property then subject to the scheme of this Declaration, (b) any portion of it shall, at the time of addition to the scheme of this Declaration, be platted as a single family residential Lot(s), (c) upon addition of any lands to the scheme of this Declaration, the owners of property therein shall be and become subject to this Declaration, including assessment by the Association for their pro rata share of Association expenses, and (d) neither the addition nor withdrawal of lands as aforesaid shall, without the joinder or consent of a majority of the members of the Association, materially increase the pro rata share of Association expenses payable by the Owners of property subject to this Declaration prior to such addition or remaining of lands as aforesaid shall be made and evidenced by filing in the Public Records of Palm Beach County, Florida, a Supplementary Declaration with respect to the lands to be added or withdrawn. Developer reserves the right so to amend and supplement this Declaration without the consent or joinder of the association or of any owner and/or mortgagee of land in the Property.

#### III. PROPERTY RIGHTS

Section 1. OWNERS' EASEMENTS OF ENJOYMENT. Every Owner shall have a nonexclusive right of use and an easement of enjoyment in and to the Common Area for the intended use and enjoyment thereof in common with all other owners, their tenants, agents and invitees, subject to the following:

- A. The right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure;
- B. All provisions of this Declaration, any plat of all or any parts of the Property, and the Articles and By-Laws of the Association;
- C. Rules and regulations governing use and enjoyment of the Common Areas adopted by the Association;
- D. Restrictions contained on any and all plats of all or any part of the Common Area or filed separately with respect to all or any part or parts of the Property.
- E. The right of the Association to suspend voting rights and right of use of recreational portions of the Common Area by an Owner during any period in which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of the restrictions set forth herein or in the Association's rules and regulations;
- ~~F. The right of Developer and the Association to have, grant and use general ("blanket") and specific easements over, under and through the Common Areas; and~~
- G. The rights reserved to the Wycliffe Community Association, Inc. in the Declaration of Covenants, Conditions and Restrictions for Wycliffe Golf and County Club.

Section 2. EASEMENTS APPURTENANT. The easements provided in Section 1 shall be appurtenant to and shall pass with the title to each Lot.

Section 3. UTILITY AND PROPERTY SYSTEMS EASEMENTS. Public Utilities may be installed underground in the Common Area when necessary for the service of the Property ~~or additional lands which Developer holds~~, but all use of utility easements shall be in accordance with the applicable provisions of this Declaration. ~~The Developer shall have a perpetual easement over, upon and under the Common Area and the unimproved portions of the Lots for the installation, operation, maintenance, repair, replacement, alteration and expansion of Property Systems and utilities.~~

Section 4. PUBLIC EASEMENTS. Fire, police, health, sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Area.

Section 5. EASEMENT FOR UNINTENTIONAL AND NON-NEGLIGENT ENCROACHMENTS. If any other building or improvement of a Lot shall encroach upon any portion of the Common Area, another Lot or upon an easement by reason of original construction ~~or by the non-purposful or non-negligent act of Developer or any other owner of such improvement~~, then an easement for such encroachment shall exist so long as the encroachment exists. It is contemplated that each Lot shall contain an improvement with roof overhangs, eaves and other protrusions passing over an adjacent Lot. A perpetual nonexclusive easement is herein granted to allow such roof overhangs, eaves and other protrusions and to permit any natural water run off from such overhangs, eaves and other protrusions onto the adjacent Lot.

Section 6. ADDITIONAL EASEMENT. ~~The Developer (during any Period in which the Developer has any ownership interest in the Property) and The Association shall each have the right to grant such additional electric, telephone, gas, sprinkler, irrigation, cable television or other easements, and to relocate any existing easement in any portion of the Property and to grant access easements and to relocate any existing access easements in any portion of the Property as the Developer or the Association shall deem necessary or desirable, for the proper operation and maintenance of the Property, or any portion thereof, or for the general health or welfare of the~~

Owners or for the purpose of carrying out any provisions of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Lots for dwelling purposes.

Section 7. ASSOCIATION EASEMENTS. For the purpose solely of performing its obligations under the provisions of this Declaration, the Association, through its duly authorized agents, employees or independent contractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours of any day except Sunday. In the event of an emergency, such right of entry shall exist without notice on any day, including Sunday. Each Owner hereby grants to the Association, its duly authorized agents, employees or independent contractors such easements for ingress and egress, across the Lots and through improvements constructed upon the Lots, as may be reasonably necessary to effect and perform the Association's maintenance obligations. There shall be no advance notice required prior to entry for the performance of routine maintenance functions. In addition, the Owner of the adjoining property (not within the Property) may grant the Association, its duly authorized agents, employees or independent contractors, such easements for ingress and egress across its properties to effect and perform its duties. In such event, the Association shall indemnify the adjoining property owner for any damage or injury to the easement areas caused by the use thereof or access to perform the exterior maintenance. In the event an Owner is on vacation and/or will not be present to permit entry onto his Lot for the exterior maintenance aforementioned, said Owner shall deposit his gate key with the Association to permit entry thereon.

Section 8. GOLF COURSE EASEMENT. ~~The Developer for the Master Association~~ reserves for itself, its successors, assigns and designers an easement to permit the doing of every act necessary and proper to the playing of golf on the golf course area lying near or adjacent to the Property, including but not the Lots. These acts shall include, but not be limited to, the recovery of golf balls provided such balls can be recovered without damaging the Property, the flight of golf balls over and upon the Lots; the use of necessary and usual equipment upon such golf course; the usual and common noise level created by the playing of the game of golf, together with all the other common and usual activities associated with the game of golf and with all the normal and usual activities associated with the operation of a golf club.

Section 9. COMMON IRRIGATION SYSTEM. The Property will have an irrigation system serving the Common Area which will be separately metered. The Association will be responsible for maintaining such system which will be operated by automatic timers. The Association shall have the right pursuant to section 7 of this Article to enter onto any part of the Property, including the lots, to maintain such irrigation system. The Board of Directors reserves the right to utilize alternate systems for irrigation if they deem appropriate. The costs of operating any system, including but not limited to the costs of restoring any Lot or the Common Area after maintenance of the system, shall be included in the assessments described in Article V of this Declaration.

Section 10. STREET LIGHTING. The street lighting poles and fixtures will be installed by the Association within the Common Area and the Association shall have the obligation for maintenance of such street lighting facilities from the date of recording this Declaration or from the date of installation of the street lighting, whichever occurs first. ~~In the event the Developer, in its sole discretion, undertakes the obligation on behalf of the Association to install such street lighting, Developer shall be entitled to all rebates or refunds of the installation charges and the Association hereby assigns such rebates or refunds to Developer. Should Developer install the street lighting, if any rebates or payments are made by Florida Power and Light Company to the Association for reimbursement for the installation fees for the poles and fixtures, such rebates or payments shall be forthwith paid by the Association to Developer.~~

Section 11. SPECIAL MAINTENANCE EASEMENT. Each Lot shall contain an improvement with roof overhangs, passing over an adjacent Lot. A nonexclusive easement in, to, over and across such adjacent Lot, with the right of ingress and egress, is hereby created in favor of each Lot for construction and maintenance work necessary in order for the Owner of each Lot to maintain the improvements on such Lot, including but not limited to maintenance of

the roof overhangs. Any use of the easement shall be done in a manner as not to inconvenience the adjacent Lot Owner and only shall be during business days from 8 a.m. to 6 p.m., with reasonable prior notice to the adjacent Lot Owner. Moreover, after completion of its maintenance work, each Lot Owner shall be required to repair any and all damage it has caused to the adjacent Lot by such entry and shall be responsible for removing any and all debris from the easement area. The Owner of the adjacent Lot containing such an easement will have the right to put a gate with a lock in the easement area; provided, however, that the Lot owner holding the easement rights described herein shall have a right to require the such adjacent Lot Owner to open such gate after reasonable notice so that the easement holder can use the easement area as herein provided.

~~The Developer, during any period in which the Developer has any ownership in the Property, and thereafter~~ The Association, shall have the right, but not the obligation, to cause a surveyor to locate and define all such maintenance and construction easements created pursuant to this blanket easement at the Association's expense. ~~The Developer or~~ The Association shall have the ability to modify the width or length of the easements, provided, however, that such modification does not unreasonably interfere with the use of the Lots for dwelling purposes. ~~The Developer or~~ The Association will then execute notice(s) with respect to each Lot reflecting the legal description of the appurtenant construction and maintenance easement as determined by the surveyor and accordingly, after recordation of such notice(s), in the Public Records of Palm Beach County, Florida, the blanket construction and maintenance easements herein created shall terminate with respect to each Lot covered by such notice(s).

Section 12. DRAINAGE EASEMENT. Each Lot at the Property shall be subject to a surface water drainage easement in favor of all of the other Lots at the Property and the Association.

#### IV. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. MEMBERSHIP. Every person or entity who is a record fee simple Owner of a Lot, ~~including the Developer at all times as long as it owns any part of the Property subject to this Declaration,~~ shall be a member of the Association; provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership, of any Lot which is subject to easement.

~~Section 2. CLASSES AND VOTING. The Association shall have such classes of memberships, which classes shall have such voting rights, as are set forth in the Articles of the Association.~~

Section 3. MERGER OR CONSOLIDATION. Upon a merger or consolidation of any Association referred to herein with any other association, the properties, rights and obligations of such Association may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another Association may, by operation of law, be added to the properties, rights and obligations of any association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property together with the covenants and restrictions established upon any other property as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by the Declaration within the Property.

Section 4. TERMINATION OF THE ASSOCIATION. In the event the Association is terminated or shall no longer continue to exist for any reason whatsoever, the Wycliffe Community Association, Inc. will maintain all Common Areas and is hereby authorized to assess all Owners for the costs of such maintenance. In the event of dissolution of the Association for whatever reason other than merger or consolidation as provided for herein and the inability of the Wycliffe Community Association, Inc. to assume responsibility for the maintenance of the Common Areas, any Owner may petition the Circuit Court of the Fifteenth Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the Association and

to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association, the Property and Common Areas.

Section 5. DISCLAIMER OF LIABILITY OF THE ASSOCIATION. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES, BY-LAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (COLLECTIVELY THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTY INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(a) IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTY AND THE VALUE THEREOF; AND

(b) THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR PALM BEACH COUNTY OR PREVENTS TORTIOUS ACTIVITIES; AND

(c) THE PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS LOT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS ARTICLE AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS ARTICLE OR OTHERWISE.

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

V. COVENANTS FOR MAINTENANCE ASSESSMENTS.

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Area and to the extent not otherwise provided for or maintained by the Wycliffe Community Association, Inc., the paving, drainage structures, landscaping, improvements and other structures (except public utilities and Property Systems, to the extent the same have not been made part of the Common Area) situated on the Common Area, if any. All such work shall be done as ordered by the Board of Directors

of the Association. Maintenance of the aforesaid street lighting fixtures and the common irrigation system shall include and extend to payment for all electricity and water consumed in their operation. Without limiting the generality of the foregoing the Association shall assume all of Developer's and its affiliates' responsibility to Palm Beach County and its respective governmental and quasi-governmental subdivisions of any kind with respect to the Common Area and shall indemnify and hold the Developer and its affiliates harmless with respect thereto.

All work pursuant to this Article and all expenses incurred or allocated to the Association pursuant to this Declaration shall be paid for by the Association through assessments (either general or special) imposed in accordance herewith. The Developer, for each Lot owned by it within the Property, hereby covenants, and each Owner of any Lot (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments or charges and any special assessments or capital improvements or major repair; such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from the due date at the highest rate allowed by law and costs of collection thereof (including attorney's fees), shall be a charge on the land and shall be a continuing lien upon the Lot(s) against which each such assessment is made and shall be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment.

Section 2. PURPOSE OF ASSESSMENTS. The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Property and in particular for the improvement and maintenance of the Common Area and of any easement in favor of the Association, including, but not limited to, the cost of taxes on the Common Area, insurance, labor, equipment, materials, fees paid to members of the Architectural Review Board for services rendered, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of the Association and undertaken by the Association. Assessments may also be used to fund reserve accounts for capital expenditures and deferred maintenance; however, the Association may elect to provide for such expenses through nonuniform assessment as described below.

The Board shall cooperate with the Wycliffe Community Association, Inc. in the collection of assessments, and the Association shall collect for and remit to such Association any assessments due thereto under the terms of the Declaration of Covenants, Conditions and Restrictions for Wycliffe Golf and Country Club, as recorded in Official Records Book 6022 at Page 426, and any amendments or supplements thereto, of the Public Records of Palm Beach County, Florida.

Section 3. NONUNIFORM ASSESSMENTS. In addition to the regular and special assessments which are or may be levied hereunder, the Association (through the Board of Directors) shall have the right to levy assessments against an Owner(s) to the exclusion of other Owners for (i) the repair or replacement of damage to any portion of the Common Area (including, without misuse, negligence or other action or inaction of an Owner or his guests, tenants and invitees or (ii) the costs of work performed by the Association in accordance with Article VI of this Declaration (together with any surcharges collectible thereunder). Any such assessment shall be subject to all of the applicable provisions of this Article, including, without limitation, lien filing and foreclosure procedures and late charges and interest. Any assessment levied under this paragraph shall be due within the time specified by the Board of Directors in the action imposing such assessment.

Section 4. ANNUAL ASSESSMENTS. The Board of Directors of the Association (the "Board") shall fix the assessments, which shall be in amounts determined in accordance with the projected financial needs of the Association, as to which the decision of the Board of Directors of the Association shall be dispositive.

Section 5. UNIFORM RATE OF ASSESSMENT. All regular and special assessments shall be at a uniform rate for each Lot in the Property except the nonuniform assessments described in Section 3 hereof; provided, however, during the period in which the Developer owns any Lot in the Property, it may elect to be exempt from assessment by the Association, at its sole discretion, provided that during such period of exemption it pays any cash operating deficit of the Association.

Section 6. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS AND MAJOR REPAIRS. In addition to any annual assessments, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement as approved by the Board of Directors of the Association, including the necessary fixtures and personal property related thereto, which may be approved by the Board of Directors of the Association, provided that any such assessment shall have the assent of a majority of the members of the Board of Directors of the Association.

It will be the responsibility of the Board of Directors to adequately present to the membership all the details requiring this Special Assessment. This may be done at the annual meeting or a special meeting, at the discretion of the Board of Directors.

Section 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATE. The assessments for which provision is herein made shall commence on the date or dates (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. The due date of any assessment shall be fixed in the resolution authorizing such assessments, and any such assessment shall be payable in advance in monthly, quarterly, semi-annual or annual installments, as determined by the Board.

Section 8. DUTIES OF THE BOARD OF DIRECTORS. The Board of Directors of the Association shall fix the date of commencement and the amount of, the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement thereof.

The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. EFFECT OF NON-PAYMENT OF ASSESSMENT: THE LIEN, THE PERSONAL OBLIGATION, REMEDIES OF ASSOCIATION. The lien of the Association shall be effective from and after recording, in the Public Records of Palm Beach County, Florida, a claim of lien stating the description of the Lot encumbered thereby, the name of the Owner, the amount and the date when due. Such claim of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record.

If the assessment is not paid within thirty (30) days after the delinquency date, which shall be set by the Board of Directors of the Association, the Board may accelerate the remaining installments for assessments for the fiscal year upon notice to the Owner and fifteen (15) days thereafter the balance of the assessments due for the remainder of the fiscal year shall become due. The assessment shall bear interest from the date of delinquency at the highest rate allowed by law, and the Association may at any time thereafter bring an action to foreclose the lien against the Lot(s), in like manner as a foreclosure of a mortgage on real property, and/or a suit on the personal obligation against the Owner(s) and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action (including reasonable



attorneys' fees), and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees (including fees on appeal) to be fixed by the Court together with the costs of the action.

Section 10. SUBORDINATION OF THE LIEN TO MORTGAGE. The lien of the assessments provided for herein made, as well as in any other Article of this Declaration shall be subordinate to the lien of any first mortgage to a federal or state chartered bank, mortgage company, life insurance company, federal or state savings and loan association or real estate investment trust or other similar mortgagee generally known as an institutional mortgagee, which is perfected by recording prior to the recording of a claim of lien for any such unpaid assessments by the Association. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot by deed in lieu of foreclosure of such Lot or pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure of such mortgage; provided, however, any such Lot shall be liable, following such sale, for a pro rata share of any unpaid assessments against such Lot accruing prior to such sale, in common with all other Lots. No sale or other transfer shall relieve any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of either the Developer or the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 11. EXEMPT PROPERTY. The Board of Directors shall have the right to exempt any of the Property subject to this Declaration from the Assessments, charge and lien created herein provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes:

- A. Any easement or other interest herein dedicated and accepted by the local public authority and devoted to public use;
- B. All of the Common Area as defined in Article I hereof;
- C. Any of the Property exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.
- D. Any easement or other interest dedicated or conveyed to not for profit corporations for the use and benefit of residents in the Planned Unit Development of which the Property is a part.

Notwithstanding any provisions herein, no land or improvements devoted to residential dwelling or related use shall be exempt from said assessments, charges or lien except as provided in Article V, Section 5 hereof.

Section 12. WORKING CAPITAL FUND. Developer shall establish a Working Capital Fund for the initial months of operation of the Association, which shall be collected by the Developer from each Lot purchaser at the time of conveyance of each Lot to such purchaser in an amount equal to three months of the annual assessment for each Lot. Each Lot's share of the Working Capital Fund shall be collected and transferred to the Association at the time of closing of the sale of each Lot and maintained in a segregated account for the use and benefit of the Association. The purpose of this fund is to assure that the Association's Board of Directors will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Board of Directors. Amounts paid into the fund are not to be considered as advance payment of regular assessments.

#### VI. MAINTENANCE OF LOTS AND IMPROVEMENTS THEREIN.

Section 1. EXTERIORS OF IMPROVEMENT. Each Owner shall maintain all structures located on his Lot in a neat, orderly and attractive manner and consistent with the

general appearance of the Property; provided, however, the Association has the right to maintain any or all such items for all Lots if, in its sole discretion, the Association deems it desirable. The minimum (though not sole) standard for the foregoing shall be consistent with the general appearance of the Property as initially constructed and otherwise improved by Developer (taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness, in the judgment of the Architectural Review Board). The Association shall also provide painting and routine maintenance to the exterior wall surfaces, exterior wood surface and exterior trim of each unit on all Lots within the Properties, which surface and trim are originally installed by the Developer, and any and all substantially similar replacements thereto. Such unit maintenance shall not apply to the exterior walls or wood surfaces which have been enclosed or blocked by screening, to Owner-installed surfaces or trim, (except as provided above), and to windows, screens, roofs and gutters (whether Developer or Owner-installed). Nothing contained herein shall obligate the Association to make repairs or replacements of improvements damaged by fire, windstorm, hail or other casualty; such repairs or replacements shall be made by the Owner of the Lot which suffers such damage.

Section 2. LOTS. The Association shall maintain the trees, shrubbery, grass and other landscaping on the front yard portion of each Lot, as originally installed, in an orderly and attractive manner and consistent with the general appearance of the Property. The minimum (though not sole) standard for the foregoing shall be the general appearance of the Property as initially landscaped (such standard being subject to being raised by virtue of the natural and orderly growth and maturation of applicable landscaping as properly trimmed and maintained). Each Owner shall be responsible for maintaining any upgrade in the landscaping, from the landscaping as initially installed, on his Lot in the same manner and at the same time as the Lot is maintained unless the Association assumes such maintenance responsibility. The Association may elect to assess individual Lot Owners for the responsibility of maintaining landscape upgrades. The landscape portico of any road right-of-way that abuts a Lot and the landscaped area from the rear of any Lot to the edge of any water-body which it may abut shall be maintained by the Owner of such Lot in the same manner and at the same time as the Lot is maintained unless the Association assumes such maintenance responsibility.

Section 3. REMEDIES FOR NONCOMPLIANCE. In the event of the failure of an Owner to maintain his Lot and improvements thereon in accordance with this Article, the Association shall have the right, upon five (5) days prior written notice to the Owner at the address last appearing in the records of the Association, to enter upon the Owner's Lot and perform such work as is necessary to bring the Lot or improvements thereon into compliance with the standards set forth in this Article. Such work may include, but shall not necessarily be limited to, the cutting/trimming of grass, trees and shrubs; the removal (by spraying or otherwise) of weeds and other vegetation; the receding or replanting of grass, trees or shrubs; the repainting or restraining of exterior surfaces of improvements on a Lot; the repair of walls, fences, roofs, doors, windows and other portions of improvements on a Lot; and such other remedial work as is judged necessary by the Association. The remedies provided for herein shall be cumulative with all other remedies available under this Declaration or other applicable Covenants (including, without limitation, the imposition of fines or special assessments or the filing of legal or equitable actions).

Section 4. ASSESSMENT OF COST. The cost of such maintenance shall be assessed against the Lot or Lots upon which such maintenance is performed or, in the opinion of the Board of Directors of the Association, benefiting from same. The assessment shall be apportioned among the Lots involved in the manner determined to be appropriate by the Board of Directors of the Association. If no allocation is made, the assessments shall be uniformly assessed against all of the Lots in the affected area. The exterior maintenance assessments provided for in this Article shall not be considered a part of the annual or special assessments. Any exterior maintenance assessment shall be a lien on the Lot(s) and the personal obligation of the Owner(s) and shall become due and payable in all respects together with interest and fees for the cost of collection, as provided for the other assessments of the Association, and shall be subordinated to mortgage liens to the extent provided by Section 10 of Article V hereinabove.

In order to discourage Owners from abandoning their duties hereunder, and additionally to reimburse the Association for the administrative expenses incurred as a result of such abandonment, the Association may impose an additional charge of not more than thirty-five percent (35%) of the cost of the applicable remedial work, such charge to be a part of the aforesaid special assessment. No bids need be obtained for any of the work performed by the Association pursuant to this Article and the person(s) or companies performing such work may be selected by the Association in its sole discretion.

Section 5. ACCESS. For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot(s) or the exterior of any improvements thereon at reasonable hours on any day except Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice, as under the circumstances, is practically affordable.

## VII. ARCHITECTURAL CONTROL

Section 1. NECESSITY OF ARCHITECTURAL REVIEW AND APPROVAL. No landscaping, improvement or structure of any kind, including without limitation, any building, fence, wall, statue, swimming pool, screen enclosure, sewer, drain, disposal system decorative building, lightning rod, landscape device or object, including but not limited to window treatments, or other improvements shall be commenced, erected, placed or maintained upon any Lot nor shall any addition, demolition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to and approved in writing, by the Association. All plans and specifications shall be evaluated as to harmony of eternal design and location in relation to surrounding structures and topography and as to conformance with the Architectural Planning Criteria of the Association, a copy of which are attached hereto as Exhibit D, as the same may from time to time be amended. It shall be the burden of each Owner to supply completed plans and specifications to the Association's Architectural Review Board, as defined below (the "ARB") and no plan or specification shall be deemed approved unless a written approval is granted by the Association or ARB thereof to the Owner submitting same. Any change or modification to approved plans shall not be deemed approved unless a submittal and written approval thereof is granted. ~~Provided however, the Developer shall be exempt from review and approval with respect to any property it may own, from time to time. Provided further, the review and approval rights as contained herein are intended to control aesthetics and the maintenance of community standards, not to insure compliance with any contract, code, ordinance, rule, regulation or law. Each Owner expressly acknowledges that the Developer, Association and the ARB shall incur no liability, express or implied, with respect to conformance with any contract, code, ordinance, rule, regulation or law. The Association's and/or the ARB's approval of any item shall not affect an Owner's obligation to obtain any approval of such item which is or maybe required by the Wycliffe Community Association, Inc., the Wycliffe Golf and Country Club and/or Sandia Joint Venture.~~

Section 2. ARCHITECTURAL REVIEW BOARD. The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Board (the "ARB"), which shall consist of three (3) members who need not be members of the Association. The Association may pay members of the ARB reasonable fees for their services. ~~The Developer shall have the right to appoint all of the members of the ARB, or such lesser number as it may choose, as long as it owns at least one (1) Lot in the Property. Members of the ARB as to whom Developer may relinquish the right to appoint, and all members of the ARB after Developer no longer owns at least one (1) Lot in the Property shall be appointed by, and The members of the ARB shall be appointed by and shall serve at the pleasure of the Board of Directors of the Association. At any time that the Board of Directors has the right to appoint one (1) or more members of the ARB, the Board shall appoint at least one (1) architect or building contractor thereto. A majority of the ARB shall constitute a quorum to transact business at any meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof shall be filled by the Board of Directors, except that Developer, to the exclusion of the Board, shall fill any vacancy created by the death, resignation, removal or other~~

termination of services of any member of the ARB appointed by Developer so long as the Developer owns at least one (1) Lot in the property.

Section 3. POWERS AND DUTIES OF THE ARB. The ARB shall have the following powers and duties:

A. To recommend, from time to time, to the Board of Directors of the Association modifications and/or amendments to the Architectural Planning Criteria. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and notice at which a quorum is present and voting. Notice of any modification or amendment to the Architectural Planning Criteria, including a verbatim copy of such change or modification, shall be delivered to each member of the Association; provided that, the delivery to each member of the Association of notice and a copy of any modification or amendment to the Architectural Planning Criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification.

B. To require submission to the ARB of two (2) complete sets of all plans and specifications, and a complete color palette, for any improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, enclosure, sewer drain, disposal system, decorative building, landscape device or object, or other improvement, the construction or replacement of which is proposed upon any Lot in the Property, signed by the Owner of the Lot and contract vendee, if any. The ARB may also require submission of samples of building materials proposed for use on any Lot, and may require such additional information as reasonably may be necessary for the Board to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria.

C. To approve or disapprove any improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot in the Property and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of the ARB shall be submitted in writing to the Board of Directors of the Association, and evidence thereof may, but need not be, made by a certificate, in recordable form, executed under seal by the President or any Vice President of the Association. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors of the Association, within thirty (30) days of such decision for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive.

#### VIII. RESTRICTIONS

Section 1. RESIDENTIAL USE. The Lots subject to these Covenants and Restrictions may be used for residential living units and for no other purpose. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof; provided, however, a sales model shall not be deemed a commercial building. Temporary uses by Developer and its affiliates for model homes, sales displays, parking lots, sales offices and other offices, or any one or combination of such uses, shall be permitted until permanent cessation of such uses takes place. No building or other improvements shall be erected upon any Lot without prior ARB approval thereof as elsewhere herein provided. No Lot shall be divided, subdivided or reduced in size except by the Developer as from time to time existing, or with the consent of the Developer, so long as the Developer, or its assigns, is the owner of any Lot or Property within Bareley at Wycliffe, in order to accommodate the development intent.

Section 2. NO TEMPORARY BUILDINGS. No tents, trailers, vans, shacks, tanks or temporary accessory building or structures shall be erected or permitted to remain on any Lot without written consent of the Association of the Developer, except such items may be erected by Developer and its affiliates during construction.

Section 3. ANTENNAE. No aerial or antennae shall be placed or erected upon any Lot, or affixed in any manner to the exterior of any building in the Property, except as otherwise provided. Aerials and antennae, if any, shall be built into the roof trusses of the home. Satellite dishes and other similar instruments are expressly prohibited may be installed on a lot if in accordance with the reasonable specifications and guidelines as promulgated by the ARB. Satellite dishes which do not adhere to these ARB reasonable specifications and guidelines, shall be prohibited without the approval of the Architectural Review Board ("ARB").

Section 4. BOATS AND MOTOR VEHICLES. No boats, recreation vehicles or other motor vehicles, except four wheel non-commercial passenger vehicles less than five and six-tenths feet (5.6') in height, shall be placed, parked or stored upon any Lot, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a building where totally isolated from public view. The prohibitions contained in this Section shall not apply to temporary parking of trucks and other commercial services vehicles, while they are performing necessary services, but in no event, shall said vehicles be allowed to park, even on a temporary basis, overnight, nor to any vehicles of the Developer or its affiliates. No on-street overnight parking or parking on lawns shall be permitted. Overnight parking shall be defined as parking between 11:00 p.m. and 6:00 a.m.

Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein, or in the rules and regulations now or hereafter adopted may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the Owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes and trailers. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of property posting.

Section 5. TREES. No tree or shrub, the trunk of which exceeds two inches (2") in diameter shall be cut down, destroyed or removed from a Lot without the prior express written consent of the ARB.

Section 6. ARTIFICIAL VEGETATION. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ARB.

Section 7. AUTOMOBILE STORAGE AREA. No carports shall be permitted unless approved by the ARB. All garages shall contain at least four hundred (400) square feet of usable space appropriate for the parking of automobiles. All garages must have automatically operated, remote controlled doors which shall be maintained in a useful condition. Garages may not be converted to dens, bedrooms or other areas intended for habitation, it being the intent that garages be available for use for the purpose intended.

Section 8. CLOTHES DRYING AREA. Any portion of any Lot used as a drying or hanging area for laundry of any kind shall be screened from view of adjoining Lots and roadways by proper landscaping.

Section 9. NUISANCES. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to the neighborhood. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. In the event of a dispute or question as to what may be or become a

nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

Section 10. SIGNS. No sign of any kind shall be displayed to the public view on any Lot except that the Developer may place signs advertising the Property for sale on any portion of the property owned by the Developer or the Association as long as the Developer owns at least one (1) lot. signage approved by the Board of Directors relating to Association affairs.

Section 11. IRRIGATION. All individual Lot irrigation systems are required to be connected to the public water system, unless the Board of Directors elects to utilize another source for irrigation if they deem appropriate. Common Area irrigation by the Association may use a well or neighboring water retention systems, if such use is permitted by the owners of such systems. Any irrigation from non-potable water sources shall be installed and maintained with filters to avoid staining. The Association will maintain all individual irrigation systems as originally installed. Any upgrades to the irrigation system as originally installed, needed over and above original, will be the responsibility of the individual Lot Owner unless the Association assumes such maintenance responsibility. The Association may elect to assess individual Lot owners for the responsibility of maintaining irrigation upgrades.

Section 12. POOLS. All pools shall be adequately maintained and chlorinated. No diving boards, slides or platforms shall be permitted without ARB approval.

Section 13. LIGHTING. No lighting shall be permitted which alters the residential character of the Property.

Section 14. PETS, LIVESTOCK AND POULTRY. No animals, reptiles, insects, wildlife, livestock or poultry of any kind shall be raised, bred, kept or stabled on any Lot, except household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any neighbor by reason of barking or otherwise. No dogs or other pets shall be permitted to have excretions on any Common Area, except areas designated by the Association, and Owners shall be responsible to clean-up any such improper excretions. "Household pets" shall be leashed when on the Association common property. For purposes hereof, "household pets" shall mean, dogs, cats, and other animals expressly permitted by the Association, if any. Pets shall also be subject to all applicable rules and regulations. Nothing contained herein shall prohibit the keeping of fish or domestic (household-type) birds, as long as the latter are kept indoors and do not become a source of annoyance to neighbors. No more than two (2) household pets shall be kept on any lot.

Section 15. GARBAGE AND TRASH DISPOSAL. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the applicable governmental authority or other company or Association for disposal or collection of waste shall be complied with. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary refuse containers, which shall be placed in a walled-in or screened-in area, so they are not visible from the street or from adjoining Lots. All oil tanks or bottle gas tanks must be kept underground or placed in a walled-in or screened-in area so they shall not be visible from the street or from adjoining Lots. Trash, refuse or waste materials shall not be burned on any Lot. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Containers must be rigid plastic, no less than 20 gallons or more than 32 gallons in capacity, and well sealed. Such containers may not be placed out for collection sooner than 24 hours prior to scheduled collection and must be removed within 12 hours of collection.

Section 16. FENCES. No fence, wall or other structure shall be erected in the front yard, back yard or side yard setback areas. Additionally, no fences, walls or other structures shall be erected on any other portion of a lot without the prior written approval of the ARB, except as originally installed by Developer or its affiliates, and except and approved by the ARB.

In addition to the foregoing requirement of approval, any Owner installing a fence along the boundary line of his Lot shall be responsible for the maintenance of both sides of such fence and, to the extent necessary, shall have, and is hereby granted, an easement over the adjoining property for such purpose.

Developer hereby reserves the right to install walls on the rear boundary lines of Lots and generally, along any pedestrian trails located within the Property at its sole option. Any such wall or fence once originally installed by Developer, shall be deemed a Common Area hereunder for purposes of maintenance by the Association and the Association shall have, and therefore is hereby granted, an easement over all applicable Lots for such purposes. Any other fences, walls or other structures installed on the lot, after approval by the ARB, shall be the maintenance responsibility of the lot owner.

Section 17. IMPROVEMENTS ON ADJOINING LOTS. No Owner may change, alter, structurally damage or maintain any improvement on an adjoining Lot abutting such Owner's property line without the adjoining Lot Owner's prior written consent (which may be withheld for any reason) and the consent of the ARB. Notwithstanding the foregoing, with the approval of the ARB, an Owner may plant landscaping on his Lot to screen improvements on an adjoining Lot which abut the property line of the Owner's Lot provided that such landscaping is planted at least two feet away from the improvements on the adjoining Lot (and trimmed below any permitted roof overhang) and provided further, that such landscaping is maintained so that the adjoining Lot Owner can reasonably perform his maintenance obligations with respect to improvements on his Lot.

Section 18. GARAGE SALES. No garage sales or similar types of sales shall be held on any Lot.

Section 19. MISCELLANEOUS. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that any Owner shall fail or refuse to keep his Lot free of weeds, underbrush or refuse piles, debris or other unsightly growths or objects, the Association may enter upon said Lot and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass. During any construction or maintenance on the Lot, each Owner will be required to maintain his Lot in a clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain upon any Lot. All garden equipment, bicycles and other equipment shall not be visible from the street and shall be stored in the garage or walled-off court yard on each Lot.

Section 20. COMPLIANCE BY OWNERS. Each Owner shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Association.

Section 21. ENFORCEMENT. Failure of an Owner to comply with such restrictions, covenants or rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend the rights of use of Common Areas (except for legal access) of defaulting Owners for a period not to exceed sixty (60) days and shall have the right to levy fines, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of the special meeting of the Board of Directors fining committee at which time the Owner shall present reasons why a suspension and/or fine should not be imposed. At least ~~six (6)~~ fourteen (14) days' notice of such meeting shall be given.

(b) Hearing: The alleged non-compliance shall be presented to the Board of Directors fining committee after which the Board of Directors fining committee shall hear

reasons why a suspension and/or fine should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner by not later than twenty-one (21) days after the Board of Director's fining committee meeting. The Owner shall have a right to be represented by counsel and to cross-examine witnesses.

The offending Lot Owner shall be responsible for all costs of enforcement including attorneys' fees actually incurred and court costs.

~~Section 22. FINES. In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:~~

~~(a) Notice: The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the Owner shall present reasons why a fine(s) should not be imposed. At least six (6) days' notice of such meeting shall be given.~~

~~(b) Hearing: The alleged non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why a fine(s) should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner by not later than twenty-one (21) days after the Board of Director's meeting. The Owner shall have a right to be represented by counsel and to cross-examine witnesses.~~

~~(c) Amounts: The Board of Directors (if the fining committee's findings are made against the Owner) may impose a fine, which shall be considered an assessment against the Lot owned by the Owner as follows: Fines shall not exceed \$100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and the opportunity for hearing, provided that no such fines shall in the aggregate exceed \$1,000.00.~~

~~(1) First non-compliance or violations: a fine not in excess of Five Hundred Dollars (\$500.00).~~

~~(2) Second non-compliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00).~~

~~(3) Third and subsequent non-compliance, or a violation or violations which are of a continuing nature: a fine not in excess of One Thousand Dollars (\$1,000.00).~~

~~(d) Payment of Fines: Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.~~

~~(e) Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth herein. This shall include the authority of the Association to file a lien against a lot for failure of the Owner to pay the fine in a timely manner.~~

~~(f) Application of Proceeds: All monies received from fines shall be allocated as directed by the Board of Directors.~~

~~(g) Non-Exclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.~~



IX. OWNERSHIP IN COUNTRY CLUB

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Section 1. OWNERSHIP IN COUNTRY CLUB. By taking title to a Lot, each Owner becomes subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions for Wycliffe Golf and Country Club filed for record on April 5, 1989, in Official Records Book 6022, at Page 426, of the Public Records of Palm Beach County, Florida, as amended by document recorded on May 11, 1989, in Official Records Book 6061 at Page 1203. Among other things, that document provides that an Owner shall become a member of the Wycliffe Community Association, Inc.; shall acquire certain property rights to Common Areas within the Wycliffe Golf and Country Club; and shall become subject to the assessments and to the architectural control requirements of the Wycliffe Community Association, Inc., and the Wycliffe Golf and Country Club ~~and Sundial Joint Venture~~.

Section 2. MEMBERSHIP IN WYCLIFFE COMMUNITY ASSOCIATION, INC. In accordance with the provisions of the Articles of Incorporation of Wycliffe Community Association, Inc., all Owners shall be members in that Association. All references in this Declaration to Wycliffe Community Association, Inc. shall be deemed to include its successors and assigns.

Section 3. NOTICE TO WYCLIFFE COMMUNITY ASSOCIATION, INC. Copies of all amendments to this Declaration, the Articles of Incorporation and By-Laws of the Association, and any easements or conveyances affecting the Common Areas, shall be subject to the prior written approval of the Wycliffe Community Association, Inc.

Section 4. COOPERATION WITH WYCLIFFE COMMUNITY ASSOCIATION, INC. Upon request by or agreement with Wycliffe Community Association, Inc., the Association shall bill and collect assessments for Wycliffe Community Association, Inc. Further, the Association shall keep a current list of all owners and mortgagees, with appropriate mailing addresses, and supply the same to the Wycliffe Community Association, Inc. and the Developer within five (5) days of notice from either.

X. CENTRAL TELECOMMUNICATION RECEIVING AND DISTRIBUTION SYSTEM

Section 1. OWNERSHIP AND USE. Developer Association reserves and retains to itself, its successors and assigns, subject to the rights of Sundial Joint Venture, the following:

A. The title to any Property Systems, including but not limited to any central telecommunication receiving and distribution system which Developer installs or causes to be installed within the Property, and 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 to and egress from the Property to service, maintain, install, repair and replace the aforesaid apparatus and equipment; and

C. The right to connect any Property System, including but not limited to the central telecommunication receiving and distribution system, to such receiving source as Developer may in its sole discretion deem appropriate, including without limitation, companies licensed to provide the CATV service in Palm Beach County, Florida, for which service Developer, its successors and assigns, shall have the right to charge every Association member a reasonable fee not to exceed the maximum allowable charge for CATV service as from time to time defined by the Code of Laws and Ordinances of Palm Beach County, Florida. The provisions of this subsection of this Article X shall not, however, be applicable to any part of the Property which is hereafter owned in fee simple by:

(1) Southern Bell Telephone & Telegraph Company or any of its subsidiary corporations; or

(2) Any successor in title to any Property which is hereafter owned in fee simple by Southern Bell Telephone & Telegraph Company or any of its subsidiary corporations; and

D. The right to empower a licensee or franchisee to provide CATV service within the Property to the extent that this power is not reserved by, or if reserved is waived by, Sundial Joint Venture, and to collect such license or franchise fees in connection therewith as the Developer may, in its sole discretion, deem appropriate. Sundial Joint Venture will collect all license and franchise fees, charges and gross revenues in connection with all systems or easements which it has reserved the right to install or grant.

Section 2. SECURITY SERVICES. ~~Developer,~~ The Association or their successors or assigns or franchisees and the cable telecommunications system operator, may enter into contracts for the provision of security services through the central telecommunications systems. DEVELOPER, THE ASSOCIATION OR WYCLIFFE COMMUNITY ASSOCIATION, INC. AND THEIR FRANCHISEES, AND CABLE TELECOMMUNICATION SYSTEM OPERATOR, DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH SECURITY SYSTEM OR SERVICES. OR THAT ANY SYSTEM OR SYSTEMS WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, WHICH THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR; AND EVERY OWNER OR OCCUPANT OF PROPERTY SERVICED BY THE CENTRAL TELECOMMUNICATIONS SYSTEM ACKNOWLEDGES THAT DEVELOPER, WYCLIFFE COMMUNITY ASSOCIATION, INC., ASSOCIATION OR ANY SUCCESSOR, ASSIGN OR FRANCHISEES OF THE DEVELOPER, WYCLIFFE COMMUNITY ASSOCIATION, INC. OR THE ASSOCIATION AND THE CABLE SYSTEM OPERATION WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the part of a security service provider to perform any of its obligations with respect to Security Services, and therefore every Owner or occupant of Property receiving security services through the central telecommunication system agrees that Developer, Wycliffe Community Association, Inc. and the Association or any successor, assign or franchisee of Developer, Wycliffe Community Association, Inc. or the Association and the cable telecommunications system operator assume no liability for loss or damage to property or for personal injury or death to persons due to failure in transmission of an alarm, interruption of security service or failure to respond to an alarm because of (a) any failure of the Owner's security system, (b) any defective or damaged equipment, device, line or circuit, (c) negligence of the security service provider or its officers, agents or employees, or (d) fire, flood, riot, war, act of God or other similar causes beyond the control of the security service provider. Every Owner or occupant of property obtaining security services through the central telecommunications system further agrees for himself, his guests, invitees and licensees that if any loss or damage should result from a failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or servicing of the system, the liability, if any of the Developer, Wycliffe Community Association, Inc., the Association, any franchisee of Developer, Wycliffe Community Association, Inc. or the Association and the cable system operator or their successors or assigns, for loss or damage sustained shall be limited to a sum not exceeding Two Hundred Fifty and No/100 U.S. Dollars (\$250.00), which limitation shall apply notwithstanding that the loss or damage results directly or indirectly from negligent performance or non-performance by any officer, agent or employee of the Developer, Wycliffe Community Association, Inc., the Association or any franchisee, successor or assign of the Developer, Wycliffe Community Association, Inc., Association or the cable system operator. Further, in no event will Developer, Wycliffe Community Association, Inc., the cable system operator or their successors or assigns, be liable for consequential damages, wrongful death, personal injury or commercial loss.

Section 3. INTERRUPTION IN SERVICES. In recognition of the fact that interruptions in Property Systems services, including any security services, will occur from time to time, no person or entity described above shall in any manner be liable, and no user of any

Property System, including any security system, shall be entitled to refund, rebate, discount or offset in applicable fees, for any interruption in Property Systems services, regardless of whether or not same is caused by reasons within the control of the then provider(s) of such services.

## XI. GENERAL PROVISIONS

Section 1. DURATION AND REMEDIES FOR VIOLATION. The Covenants and Restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Developer the Association or the Owner of any Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time said Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument executed by the President and Secretary of the Association upon approval by the Owners holding not less than two-thirds (2/3) of the voting interests of the membership has been recorded, agreeing to change or terminate said Covenants and Restrictions in whole or in part.

Violation or breach of any condition, covenant or restriction herein contained shall give the Developer and/or Association and/or Owner(s) in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breach of any one of them, and the expenses of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such Owner was in violation of said covenants or restrictions. Expenses of litigation shall include reasonable attorneys fees incurred by Developer and/or the Association in seeking such enforcement.

Section 2. NOTICES. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as member or Owner on either the records of the Association or the Public Records of Palm Beach County, Florida, at the time of such mailing.

Section 3. ENFORCEMENT. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenants or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. SEVERABILITY. Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

Section 5. CONFLICT. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and By-Laws of the Association and the Articles shall take precedence over the By-Laws. The provisions of the Declaration of Covenants, Conditions and Restrictions for Wycliffe Golf and Country Club shall take precedence over conflicting provisions in this Declaration, the Articles and the By-Laws.

Section 6. EFFECTIVE DATE. This Declaration shall become effective upon recordation of this Declaration in the Public Records of Palm Beach County, Florida.

Section 7. AMENDMENT. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this agreement may be amended, changed, added to, derogated, or deleted at any time and from time to time upon the execution and recordation of any instrument executed by: (1) Developer, for so long as it holds title to any Lot affected by this Declaration; or alternatively, (2) by Owners holding not less than a majority vote of the membership in the Association, provided that so long

as the Developer is the Owner of any Lot affected by the Declaration, the Developer's consent must be obtained. Notwithstanding the foregoing, any provisions relating to subdivision and zoning requirements of Palm Beach County may not be amended without the prior written consent of the office of the County Attorney of Palm Beach County and provided further, that no amendment affecting the surface water management system, including the water management portion of the Common Area, shall be effective without the approval of the South Florida Water Management District. In addition, no amendments may be made to this Declaration without the prior written approval of the Wycliffe Community Association, Inc.

Section 8. USAGE. Whenever used the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 9. COVENANT RUNNING WITH THE LAND. These covenants and restrictions shall run with the Property and the title of the Lots.

## XII. CONVEYANCES.

Section 1. In order to assure a community of congenial residents and thus protect the value of the dwellings and the general plan of development, the sale or lease of lots shall be subject to the following provisions:

A. The lot owner shall notify the Association, in writing, of his/her intention to sell or lease his/her lot and further provide with such notification, the name, address and telephone number of the prospective Purchaser for sale, or a copy of the lease. The name, address and telephone number of the prospective Purchaser for Sale or a copy of the lease must be provided to the Association not less than thirty (30) days prior to the sale or lease of the property.

B. Any and all lease agreements between an owner and a lessee of a lot at Barclay at Wycliffe shall be in writing, shall provide for a term of not less than four (4) months and must provide that the lease shall be subject in all respects, to the terms and provisions of this Declaration, the Articles of Incorporation, By-Laws and the Association Rules and Regulations of the Barclay at Wycliffe Homeowners Association, as well as the Wycliffe Community Association, Inc., and that any failure by the lessee under such lease agreement to comply with such terms and conditions, shall be a material default and breach of the lease agreement. No lot at Barclay at Wycliffe shall be subject to more than one (1) lease in any twelve-month period.

Unless provided to the contrary in the lease agreement, an owner, by leasing his lot, automatically delegates his right of use and enjoyment of the common areas and facilities to his lessee and in so doing, the said owner relinquishes his rights during the term of the lease agreement.

C. SALE. In the event of a sale, it shall be the responsibility of the purchaser of the lot to furnish the Association with a recorded copy of the deed of conveyance indicating the owner's mailing address for all future maintenance bills and other correspondence from the Association.

D. The purchaser or lessee shall be required to meet with the Association to execute a copy of the Rules and Regulations acknowledging that he/she takes title to or occupancy subject to, and agrees to abide by the Rules and Regulations. Such meeting will take place after the Association has received the name, address and telephone number of the prospective Purchaser for Sale or a copy of the lease, and prior to the date of conveyance.

E. Except as provided in Paragraph "F", it is not the intention of this Article to grant to the Association a right of approval or disapproval of purchasers or lessees. However, it is the intent of this paragraph to impose an affirmative

duty on the lot owners to keep the Association fully advised of any changes in occupancy and ownership for the purpose of facilitating the management of the Association membership records.

F. If an owner is delinquent in payment of any assessment, the Association has the right to disapprove any sale.

Section 2. OCCUPANCY. As previously provided in this Declaration, the lots may be used for residential living units and for no other purpose. In order not to overburden the Association community facilities and to assure a community of congenial residents and to protect the value of dwellings in the general plan of the Development, occupancy of a lot shall be limited to two (2) persons per bedroom.

Persons, guests or invitees, other than single-family members as defined below, may occupy lots of the owner in his absence for a period not to exceed thirty (30) days in any one calendar year, provided written permission by the owner is provided to the Board of Directors of the Association prior to the occupancy of the lot by a guest or invitee. As used herein "Guests" or words of similar import shall include only those persons who have a principal residence other than the lot. A person(s) occupying the lot in the owner's absence for more than thirty (30) days shall not be deemed a guest, rather shall be deemed a lessee for the purposes of this Declaration, (regardless of whether a lease exists or rent is paid), and shall be subject to the provisions of this Declaration which apply to lessees.

"Single-family" and "Family" shall be limited to a lot owner's parents, grandparents, children, grandchildren, great-grandchildren, brothers, sisters and the spouses of each.

IN WITNESS WHEREOF, Developer Association has caused this instrument to be executed in its name by its undersigned, duly authorized officers, and the corporate seal of its general partner to be hereunto affixed the day and year first above written.

Signed, sealed and delivered in the present of:

BARCLAY AT WYCLIFFE HOME OWNERS ASSOCIATION, INC.

Lisa Stubbelfield

Lisa Stubbelfield

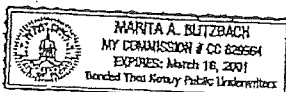
Joan M. Mamone

JOAN M. MAMONE

By: [Signature]  
President

By: [Signature]  
Secretary

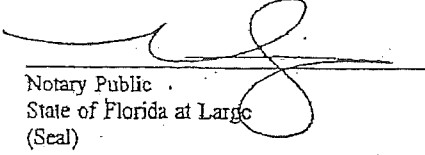
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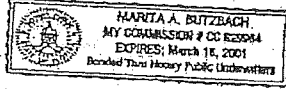
The foregoing instrument was acknowledged to and before me this 12 day of Feb, 1998, by LEONARD PLEISMAN & ARNOLD PICKER

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and \_\_\_\_\_, as President and Secretary, respectively, of  
BARCLAY AT WYCLIFFE HOME OWNERS ASSOCIATION, INC.

  
\_\_\_\_\_  
Notary Public  
State of Florida at Large  
(Seal)

My commission expires:  
KAS501010729D



ORB 10245 Ps 473

EXHIBIT "C"

LEGAL DESCRIPTION OF THE PROPERTY

BARCLAY AT WYCLIFFE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN  
PLAT BOOK 63, AT PAGE 117, OF THE PUBLIC RECORDS OF PALM BEACH  
COUNTY, FLORIDA.

Rec'd  
1-6-98

WRITTEN CONSENT TO THE AMENDED AND RESTATED  
ORB 10245 Ps 478  
DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
BARCLAY AT WYCLIFFE HOME OWNERS ASSOCIATION

The undersigned voting owner and member of Barclay at Wycliffe Home Owners Association, Inc., consents to the proposed amendments to the Amended and Restated Declaration of Covenants and Restrictions for Barclay at Wycliffe Home Owners Association.

The original Declaration of Covenant and Restrictions is recorded in Official Records Book 6295 Page 420 of the Public Records of Palm Beach County, Florida.

Albert Wasserman  
Voting Owner

1/3/98      # 3  
Date                      Lot #

\*If your lot is owned by more than one person, all such persons shall be members, and the vote for such lot shall be exercised as you among yourselves determine.

Robert Bell  
Voting Owner

12/4/97      # 2  
Date                      Lot #

Edward Johnson  
Voting Owner

1/7/98      # 5  
Date                      Lot #

Reine + Herbert Kaplan  
Voting Owner

              # 6  
Date                      Lot #

Stanley Bass  
Voting Owner

10/5/97      # 7  
Date                      Lot #

Sidon + Taty  
Voting Owner  
Alan Taty

Dec. 8, 1997      # 8  
Date                      Lot #



[Signature]  
Voting Owner

1-5-98 9  
Date Lot #

Sandra Spatt  
Voting Owner

Nov 10, 1997 162  
Date Lot #

[Signature]  
Voting Owner

1/15/98 12  
Date Lot #

[Signature]  
Voting Owner

1/10/98 13  
Date Lot #

[Signature]  
Voting Owner

1-10-98 [Signature]  
Date Lot #

[Signature]  
Voting Owner

[Signature]  
Voting Owner

12/4/97 15  
Date Lot #

[Signature]  
Voting Owner

12-11-97 17  
Date Lot #

[Signature]  
Voting Owner

1-1-98 18  
Date Lot #

[Signature]  
Voting Owner

12/5/97 19  
Date Lot #

[Signature]  
Voting Owner

12/2/97 20  
Date Lot #

[Signature]  
Voting Owner

12/22/97 63  
Date Lot #

[Signature]  
Voting Owner

Jan. 7 1998 21  
Date Lot #

[Signature]  
Voting Owner

12/15/97 22  
Date Lot #

[Signature]  
Voting Owner

12-6-97  
Date

Lot #

[Signature]  
Voting Owner

12/1/97  
Date

24  
Lot #

[Signature]  
Voting Owner

12-13-97 - 25  
Date Lot #

[Signature]  
Voting Owner

12/3/97  
Date Lot # 26

[Signature]  
Voting Owner  
CECIL A. GORDON

DEC. 18, 1997  
Date Lot # 31

[Signature]  
Voting Owner

Jan 1-98  
Date Lot # 32

[Signature]  
Voting Owner

12/16/97  
Date Lot # 33

[Signature]  
Voting Owner

12/11/97  
Date Lot # 34

[Signature]  
Voting Owner

12/5/97  
Date Lot # 35

[Signature]  
Voting Owner

1/6/97  
Date Lot # 36

[Signature]  
Voting Owner

1/9/98  
Date Lot # 37

[Signature]  
Voting Owner

1/6/98  
Date Lot # 39

[Signature]  
Voting Owner

12/27/97  
Date Lot # 0040

*[Handwritten signature]*

Voting Owner

*Anna Nelson*

*William Nelson*

Voting Owner

*Raymond J. Nelson*

Voting Owner

*David J. Fredlander*

Voting Owner

*Murray Kuschenbaum*

Voting Owner

*Roszel Spiz*

Voting Owner

*[Handwritten signature]*

Voting Owner

*Ellen Lujan*

Voting Owner

*James Kusnow*

Voting Owner

*Orville Epstein*

Voting Owner

*Betty Carson*

Voting Owner

*John S. [unclear]*

Voting Owner

*Sy Shaffer*

Voting Owner

*Gene Davison*

Voting Owner

1/97  
4-1  
Lot #

1/6/98 43  
Date Lot #

4/16/98 44  
Date Lot #

1/6/98 # 44  
Date Lot #

Jan. 10, 1997 #45  
Date Lot #

1/3/98 46  
Date Lot #

12/6/97 47  
Date Lot #

12/4/97 48  
Date Lot #

1/5/98 49  
Date Lot #

Nov. 1997 50  
Date Lot #

Dec. 5 - 1997 52  
Date Lot #

1/6/98 55  
Date Lot #

12/4/97 56  
Date Lot #

1/2/98 59  
Date Lot #

ORB 10245 P9 481

Robert Jensen  
Voting Owner

12-12-97  
Date Lot # 80

Dore Brown  
Voting Owner

12/04/97  
Date Lot # 61

Ruth Stanger  
David Stanger  
Voting Owner

1/1-98  
1-1-98  
Date Lot # 62  
Date Lot # 62

Annex Becker  
Voting Owner

12/22/97  
Date Lot # 63

NO  
Voting Owner

12-20-97 #27  
Date Lot #

NOT APPROVING UNLESS A 2/3 MAJORITY IS REQUIRED

ELAINE HEVENSON  
Voting Owner

1-6-98  
Date Lot # 57

ORR 10245 Pg 482  
DOROTHY H. WILKEN, CLERK PB COUNTY, FL



CFN 20090041869  
 OR BK 23068 PG 1782  
 RECORDED 02/06/2009 12:17:41  
 Palm Beach County, Florida  
 Sharon R. Bock, CLERK & COMPTROLLER  
 Pgs 1782 - 1783; (2pgs)

WILL CALL BOX 165  
 This instrument prepared by:  
 Edward Dicker, Esquire  
 DICKER, KRIVOK & STOLOFF, P.A.  
 1818 Australian Avenue South., Suite 400  
 West Palm Beach, Florida 33409  
 (561) 615-0123

**CERTIFICATE OF AMENDMENT TO THE  
 AMENDED AND RESTATED  
 DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
 BARCLAY AT WYCLIFFE HOME OWNERS ASSOCIATION**

I HEREBY CERTIFY that the Amendments attached as Exhibit "1" to this Certificate were duly adopted as Amendments to the Declaration of Covenants and Restrictions for Barclay at Wycliffe Home Owners Association. The original Declaration of Covenants and Restrictions is recorded in Official Records Book 10245, Page 451, of the Public Records of Palm Beach County, Florida.

DATED this 20TH day of JANUARY, 2009.

As to witnesses:

**BARCLAY AT WYCLIFFE HOME OWNERS  
 ASSOCIATION, INC.**

Janice R Baker  
 Print Name: JANICE R. BAKER

By: [Signature]  
Leonard Fleishman, President

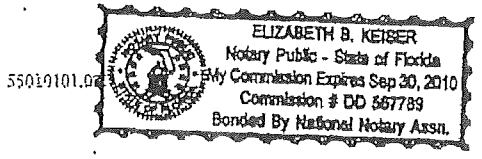
John Peretti  
 Print Name: John Peretti

Attest: [Signature]  
Arnold Becker, Secretary

STATE OF FLORIDA ) (Seal)  
 ) : ss  
 COUNTY OF PALM BEACH )

BEFORE ME personally appeared LEONARD FLEISHMAN, the President, and ARNOLD BECKER, Secretary, of Barclay at Wycliffe Home Owners Association, Inc., who produced \_\_\_\_\_ and \_\_\_\_\_ as identification or who are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of Barclay at Wycliffe Home Owners Association, Inc. with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 20TH day of JANUARY, 2009.



[Signature]  
 NOTARY PUBLIC, State of Florida at Large.  
 My Commission Expires:

AMENDMENTS TO THE AMENDED AND RESTATED  
DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
BARCLAY AT WYCLIFFE HOME OWNERS' ASSOCIATION.

The original Amended and Restated Declaration of Covenants and Restrictions for Barclay at Wycliffe Home Owners Association is recorded in Official Records Book 10245 at Page 450 of the Public Records of Palm Beach County, Florida.

As used herein, words underlined are added and words ~~hyphenated through~~ are deleted.

**Item 1:** There shall be a new paragraph 8 added to Article XII(1)(A) of the aforesaid Amended and Restated Declaration, as amended, which shall read as follows:

8. Assignment of Rent. In the event an owner becomes delinquent in the payment of assessments to the Association while the unit is occupied by a tenant, the Association shall have the right to notify the tenant of such delinquency and demand that the tenant begin paying rental payments to the Association, until the delinquency is satisfied. During this period of time, the owner shall not have the right to file an eviction proceeding against the tenant for non-payment of rent.

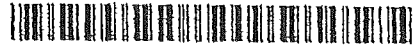
**Item 2:** There shall be a new paragraph 9 added to Article XII(1)(A) of the aforesaid Amended and Restated Declaration, as amended, which shall read as follows:

9. Payment of Assessments. As a further condition for approving a proposed lease, the Board of Directors shall have the right to require one-year payment of assessments to be deposited with the Association. These monies shall be utilized in the event the owner becomes delinquent during the term of the lease. If there remains funds available at the end of the lease term, the funds shall be returned to the owner.

**Item 3:** There shall be a new paragraph 10 added to Article XII(1)(A) of the aforesaid Amended and Restated Declaration, as amended, which shall read as follows:

10. Security Deposit. As a further condition to approving a lease, the Board of Directors may charge a security deposit in an amount equivalent to one month's rent.

55010110.20A



WILL CALL BOX 165  
 This instrument prepared by:  
 Edward Dicker, Esquire  
 DICKER, KRIVOK & STOLOFF, P.A.  
 1818 Australian Avenue South., Suite 400  
 West Palm Beach, Florida 33409  
 (561) 615-0123

CFN 20080379040  
 OR BK 22908 PG 1861  
 RECORDED 10/16/2008 11:33:24  
 Palm Beach County, Florida  
 Sharon R. Bock, CLERK & COMPTROLLER  
 Pgs 1861 - 1862; (2pgs)

**CERTIFICATE OF AMENDMENT TO THE  
 AMENDED AND RESTATED  
 DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
 BARCLAY AT WYCLIFFE HOME OWNERS ASSOCIATION**

I HEREBY CERTIFY that the Amendment attached as Exhibit "1" to this Certificate was duly adopted as an Amendment to the Declaration of Covenants and Restrictions for Barclay at Wycliffe Home Owners Association. The original Declaration of Covenants and Restrictions is recorded in Official Records Book 10245, Page 451, of the Public Records of Palm Beach County, Florida.

DATED this 24 day of September, 2008.

As to witnesses:

**BARCLAY AT WYCLIFFE HOME OWNERS  
 ASSOCIATION, INC.**

Print Name: LEONARD FLEISCHMAN

By: [Signature], President

Print Name: ARNOLD BECKER

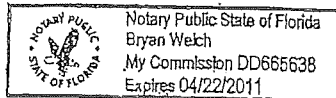
Attest: [Signature], Secretary

STATE OF FLORIDA )  
 ) SS  
 COUNTY OF PALM BEACH )

(Seal)

BEFORE ME personally appeared LEONARD FLEISCHMAN, the President, and ARNOLD BECKER, Secretary, of Barclay at Wycliffe Home Owners Association, Inc., who produced DRIVERS LICENSE and DRIVERS LICENSE as identification or who are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of Barclay at Wycliffe Home Owners Association, Inc. with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 24 day of September, 2008.



55010104.23C

[Signature]  
 NOTARY PUBLIC, State of Florida at Large.  
 My Commission Expires:

AMENDMENT TO THE AMENDED AND RESTATED  
DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
BARCLAY AT WYCLIFFE HOME OWNERS ASSOCIATION

The original Amended and Restated Declaration of Covenants and Restrictions for Barclay at Wycliffe Home Owners Association is recorded in Official Records Book 10245 at Page 450 of the Public Records of Palm Beach County, Florida.

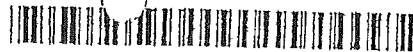
As used herein, words underlined are added and words ~~hyphenated~~ through are deleted.

The second paragraph of Article V(9) of the aforesaid Amended and Restated Declaration, shall be amended to read as follows:

If the assessment is not paid within thirty (30) days after the delinquency date, which shall be set by the Board of Directors of the Association, the Board may accelerate the remaining installments for assessments for the fiscal year upon notice to the Owner and fifteen (15) days thereafter the balance of the assessments due for the remainder of the fiscal year shall become due. In addition, the Association may also charge an administrative late fee, up to the maximum amount permitted by law, for each assessment that is past the due date. The assessment shall bear interest from the date of delinquency at the highest rate allowed by law, and the Association may at any time thereafter bring an action to foreclose the lien against the Lot(s), . . .

*[The balance of this provision remains unchanged.]*





CFN 20070192529  
 OR BK 21646 PG 1969  
 RECORDED 04/20/2007 14:56:59  
 Palm Beach County, Florida  
 Sharon R. Bock, CLERK & COMPTROLLER  
 Pgs 1969 - 1973; (5pgs)

WILL CALL BOX 165  
 This instrument prepared by:  
 Edward Dicker, Esquire  
 DICKER, KRIVOK & STOLOFF, P.A.  
 1818 Australian Avenue South, Suite 400  
 West Palm Beach, Florida 33409  
 (561) 615-0123

**CERTIFICATE OF AMENDMENT TO THE  
 AMENDED AND RESTATED  
 DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
 BARCLAY AT WYCLIFFE HOME OWNERS ASSOCIATION**

I HEREBY CERTIFY that the Amendment attached as Exhibit "1" to this Certificate was duly adopted as an Amendment to the Declaration of Covenants and Restrictions for Barclay at Wycliffe Home Owners Association. The original Declaration of Covenants and Restrictions is recorded in Official Records Book 10245, Page 451, of the Public Records of Palm Beach County, Florida.

DATED this 20TH day of MARCH, 2007.

As to witnesses:

**BARCLAY AT WYCLIFFE HOME OWNERS  
 ASSOCIATION, INC.**

Susan J. Teaff  
 Print Name: SUSAN J. TEAFF  
S.K. Cross Tr.  
 Print Name: S.K. CROSS TR.

By: Leonard Fleishman President  
 Attest: Arnold Becker  
ARNOLD BECKER Secretary

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

(Seal)

BEFORE ME personally appeared LEONARD FLEISHMAN, the President, and ARNOLD BECKER, Secretary, of Barclay at Wycliffe Home Owners Association, Inc., who produced \_\_\_\_\_ and \_\_\_\_\_ as identification or who are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of Barclay at Wycliffe Home Owners Association, Inc. with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 20TH day of MARCH, 2007.



[Signature]  
 NOTARY PUBLIC, State of Florida at Large.  
 My Commission Expires:

55010102.27C

**AMENDMENT TO THE AMENDED AND RESTATED  
DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
BARCLAY AT WYCLIFFE HOME OWNERS ASSOCIATION**

The original Amended and Restated Declaration of Covenants and Restrictions for Barclay at Wycliffe Home Owners Association is recorded in Official Records Book 10245 at Page 450 of the Public Records of Palm Beach County, Florida.

As used herein, words underlined are added and words ~~hyphenated~~ through are deleted.

---

Article XII(1) of the aforesaid Amended and Restated Declaration, as amended; shall be amended to read as follows:

In order to assure a community of congenial residents and thus protect the value of the dwellings and the general plan of development, the sale or lease of lots shall be subject to the following provisions:

A. ~~The lot owner shall notify the Association, in writing, of his/her intention to sell or lease his/her lot and further provide with such notification, the name, address and telephone number of the prospective Purchaser for sale, or a copy of the lease. The name, address and telephone number of the prospective Purchaser for Sale or a copy of the lease must be provided to the Association not less than thirty (30) days prior to the sale or lease of the property.~~

Lease Approval Process: Notwithstanding anything to the contrary contained in this or any other document governing Barclay at Wycliffe, the Association, through the Board of Directors shall approve all leases, as set forth herein. The following provisions govern the lease approval process:

(1) Procedure: Any Owner intending to make a lease shall give the Association notice of such intention, together with the name and address of the proposed lessee and such other information concerning the proposed lessee as the Association may reasonably require, and an executed copy of the proposed lease, which lease shall state (or be deemed to state) that lessee is subject to the Association's Amended and Restated Declaration, Articles of Incorporation, By-Laws and Rules and Regulations, as promulgated from time to time. The Owner shall submit to the Association a properly executed application for approval, which application shall be as provided by the Association. In addition, the Board may require a personal interview with the prospective lessee and occupants as a further condition to approval.

(2) Failure to Give Notice: If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring possession of a residence, the Association, at its election and without notice, may approve or disapprove the transfer.

(3) Application: The Board shall prescribe an application form which will require specific data relating to the intended lessee and occupants. Said application shall be completed and submitted to the Association. By submitting an application, all tenants promise to abide by all provisions contained in any document governing Barclay at Wycliffe Home Owners Association, Inc. In addition, each Owner guarantees that his tenants will abide by all such provisions.

(4) Subleasing shall be prohibited.

(5) Transfer Fee: The Board may charge a non-refundable transfer fee in an amount to be determined by the Board of Directors. The non-refundable transfer fee shall be paid at the time that a properly executed application is submitted to the Association.

(6) Approval or Disapproval: The Association, upon receipt of all information, documents, fees and interview (if required), shall either approve or disapprove the proposed lease within fifteen (15) days. The approval or disapproval shall be stated in a Certificate executed by the President, or the Vice President, or other authorized individual, and shall be delivered to the Owner. The failure of the Association to act within said time period shall constitute an automatic approval.

Any approval granted herein is conditioned upon the tenant and occupants abiding by all provisions contained in any document governing Barclay at Wycliffe Home Owners Association, Inc., including the Amended and Restated Declaration, Articles of Incorporation, By-Laws and Rules and Regulations. If the Association determines that a tenant or occupant violates any such provision, the Association may revoke its approval and/or proceed with any and all legal and/or equitable remedies against the Owner and/or tenant, including but not limited to any of the remedies set forth below.

(7) Remedies: In the event the Association determines that any provisions contained herein are not complied with, the Association may approve or disapprove the lease as set forth above.

In the event the lease is disapproved, the Association shall have the right to remove any occupant by injunctive relief, eviction or otherwise. In the event any attorney's fees are incurred by the Association, as a result of non-compliance with this Article, the attorney's fees will be an individual assessment levied against the subject Owner who shall be responsible to pay same, whether or not a lawsuit is filed.

B. Any and all lease agreement between an owner and a lessee of a lot at Barclay at Wycliffe shall be in writing, shall provide for a term of not less than four (4) months and must provide that the lease shall be subject in all respects, to the terms and provisions of this Declaration, the Articles of Incorporation, By-Laws and the Association Rules and Regulations of the Barclay at Wycliffe Homeowners Association, as well as the Wycliffe Community Association, Inc., and that any failure by the lessee under such lease agreement to comply with such terms and conditions, shall be a material default and breach of the lease agreement. No lot at Barclay at Wycliffe shall be subject to more than one (1) lease in any twelve-month period.

C. SALE. In the event of a sale, it shall be the responsibility of the purchaser of the lot to furnish the Association with a recorded copy of the deed of conveyance indicating the owner's mailing address for all future maintenance bills and other correspondence from the Association. In addition, upon title being transferred, the purchaser of the lot shall be responsible to pay a capital contribution to the Association in an amount equivalent to the quarterly assessment at the time of such transfer of title. Such payment shall be due within ten (10) days from the date of the recording of the deed. If timely payment is not received by the Association, it shall be deemed an assessment and collectible in the same manner as an assessment.

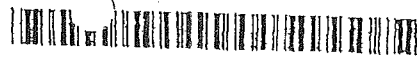
~~D. The purchaser or lessee shall be required to meet with the Association to execute a copy of the Rules and Regulations acknowledging that he/she takes title to or occupancy subject to, and agrees to abide by the Rules and Regulations. Such meeting will take place after the Association has received the name, address and telephone number of the Prospective Purchaser for Sale or a copy of the lease, and prior to the date of conveyance.~~

E. Except as provided in Paragraph "F", it is not the intention of this Article to grant to the Association a right of approval or disapproval of purchasers or lessees. However, it is the intent of this paragraph

~~to impose an affirmative duty on the lot owners to keep the Association fully advised of any changes in occupancy and ownership for the purpose of facilitating the management of the Association membership records.~~

F. If an owner is delinquent in payment of any assessment, the Association has the right to disapprove any sale.

55010102.27A



CFN 20050252783  
 OR BK 18489 PG 1174  
 RECORDED 04/28/2005 14:18:49  
 Palm Beach County, Florida  
 Sharon R. Bock, CLERK & COMPTROLLER  
 Pgs 1174 - 1175; (2pgs)

This instrument prepared by:  
 Edward Dicker, Esquire  
 DICKER, KRIVOK & STOLOFF, P.A.  
 1818 Australian Avenue South, Suite 400  
 West Palm Beach, Florida 33409  
 (561) 615-0123

**CERTIFICATE OF AMENDMENT TO THE  
 AMENDED AND RESTATED  
 DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
 BARCLAY AT WYCLIFFE HOME OWNERS ASSOCIATION**

I HEREBY CERTIFY that the Amendment attached as Exhibit "1" to this Certificate was duly adopted as an Amendment to the Declaration of Covenants and Restrictions for Barclay at Wycliffe Home Owners Association. The original Declaration of Covenants and Restrictions is recorded in Official Records Book 10245, Page 451, of the Public Records of Palm Beach County, Florida.

DATED this 8 day of April, 2005.

As to witnesses:

BARCLAY AT WYCLIFFE HOME OWNERS ASSOCIATION, INC.

*Melissa D. Collett*  
Melissa D. Collett  
 Print Name: \_\_\_\_\_

By: [Signature], President

*M. P. Arnold*  
Arnold Becker  
 Print Name: \_\_\_\_\_

Attest: [Signature], Secretary

STATE OF FLORIDA )  
 : ss  
 COUNTY OF PALM BEACH )

(Seal)

BEFORE ME personally appeared Leonard Fleishman the President, and Arnold Becker, Secretary, of Barclay at Wycliffe Home Owners Association, Inc., who produced \_\_\_\_\_ and \_\_\_\_\_ as identification or who are personally known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of Barclay at Wycliffe Home Owners Association, Inc. with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 8 day of April, 2005.



55010103.25C

[Signature]  
 NOTARY PUBLIC, State of Florida at Large.  
 My Commission Expires:  
8/14/05

AMENDMENT TO THE AMENDED AND RESTATED  
DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
BARCLAY AT WYCLIFFE HOME OWNERS ASSOCIATION

The original Amended and Restated Declaration of Covenants and Restrictions for Barclay at Wycliffe Home Owners Association is recorded in Official Records Book 10245 at Page 450 of the Public Records of Palm Beach County, Florida.

As used herein, words underlined are added and words ~~hyphenated~~ through are deleted.

---

Article XII(C) of the aforesaid Amended and Restated Declaration shall be amended to read as follows:

SALE. In the event of a sale, it shall be the responsibility of the purchaser of the lot to furnish the Association with a recorded copy of the deed of conveyance indicating the owner's mailing address for all future maintenance bills and other correspondence from the Association. In addition, upon title being transferred, the purchaser of the lot shall be responsible to pay a capital contribution to the Association in an amount equivalent to the quarterly assessment at the time of such transfer of title. Such payment shall be due within ten (10) days from the date of the recording of the deed. If timely payment is not received by the Association, it shall be deemed an assessment and collectible in the same manner as an assessment.

55010104.22A

EXHIBIT "D"

ARCHITECTURAL PLANNING CRITERIA

WHEREAS, the Declaration of Covenants and Restrictions for BARCLAY AT WYCLIFFE HOME OWNERS ASSOCIATION, being recorded simultaneously herewith in the Public Records of Palm Beach County, Florida, provides that Whitman Homes, Ltd. (the "Developer"), a Delaware limited partnership, shall form a committee known as the Architectural Review Board (the "ARB"); and

WHEREAS, the above-referenced Declaration of Covenants and Restrictions for Barclay at Wycliffe Home Owners Association provides that the Board of Directors of Barclay at Wycliffe Home Owners Association, Inc. (the "Association") on recommendation of said Committee shall adopt and modify or amend from time to time Architectural Planning Criteria for Barclay at Wycliffe which criteria is to be set forth in writing and made known to all Owners and all prospective owners in Barclay at Wycliffe.

NOW, THEREFORE, the Developer has appointed a committee to be known as the ARB, and in accordance with the duties and obligations imposed upon said Committee by the Declaration of Covenants and Restrictions for Barclay at Wycliffe Home Owners Association, the Board of Directors of the Association, upon recommendation of the ARB, does hereby adopt the following Architectural Planning Criteria:

1. BUILDING TYPE. No building shall be erected, altered, placed or permitted to remain on any Lot, other than one (1) detached single family residence substantially in the same design, material and character as the original building constructed on the Lot by the Developer. No garage, tool or storage room may be constructed separate and apart from the residential dwelling.

2. LAYOUT. No foundation for a building shall be poured, nor shall construction commence in any manner or respect, until the layout for the building is approved by the ARB.

3. EXTERIOR COLOR PLAN. The ARB shall have final approval of all exterior color plans and each owner must submit to the ARB prior to initial construction and development upon any Lot a color plan showing the color of the roof, exterior walls, shutters, trims, etc. The ARB shall consider the extent to which the color plan is consistent with the homes in the surrounding areas and the extent to which the color plan conforms with the natural color scheme of and for Barclay at Wycliffe.

4. ROOFS. Roof shall be of the same material, design and character as the original roofs on buildings constructed on the Lot by the Developer.

5. CARPORTS. No carports will be permitted.

6. DWELLING QUALITY. The ARB shall have final approval of all exterior building materials. Exposed concrete block shall not be permitted on the exterior of any building or detached structure unless prior approval is obtained from the ARB. The ARB shall discourage the use of imitation materials for facades and encourage the use of front materials such as brick, four inch (4") or five inch (5") block, stone, wood or stucco, or a combination of the foregoing.

7. SIGNS. No sign of any kind shall be displayed to the Public view on any Lot except the following:

A. Homeowners shall not display or place any sign of any character including "for rent" or "for sale" signs except that a sign displaying the word "open", "for rent" or "for sale" with a phone number, not to exceed one (1) square foot, may be displayed from within a window in the improvement built on a Lot.

The size and design of all signs shall be subject to approval by the ARB.



8. GAMES AND PLAY STRUCTURES. No basketball backboards, tennis courts or play structures shall be located on the Lots.

9. FENCES AND WALLS. Fences are discouraged, and when a barrier is desired, landscaping is suggested as a substitute. The composition, location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ARB. The ARB shall require the composition of any fence or wall to be consistent with the material used in the surrounding homes and other fences, if any. Fences will not be permitted on Lot lines unless originally installed by the Developer. Pool fencing must be accomplished directly adjacent to pool decking unless otherwise approved by the ARB. On all Lots adjacent to golf course property, fences of any nature shall be discouraged.

10. LANDSCAPING. A landscaping plan and specifications, prepared by a Florida registered architect, for each Lot must be submitted to and approved by the ARB prior to any change in the landscaping originally installed by the Developer. The landscape plan must be at one-eighth (1/8) scale and must show the following:

- A. Lot property lines
- B. Lot sidewalks and street pavement edge
- C. Any and all casements
- D. All exterior walls with all window and door openings
- E. All site paving, pools, planters and constructed landscape features.
- F. All existing and proposed vegetation.

G. A plant list showing quantity, scientific name common name, size/description, per unit cost and the cost for each plant.

11. SWIMMING POOLS. Any swimming pool to be constructed on any Lot shall be subject to the requirements of the ARB, which include, but are not limited to the following:

- A. Composition to be of material thoroughly tested and accepted by the industry for such construction;
- B. The outside edge of any pool wall may not be closer than four feet (4') to a line extended and aligned with the side walls of the dwelling;
- C. No screening of pool area may stand beyond a line extended and aligned with the side walls of the dwelling unless approved by the ARB;
- D. Pool screening may not be visible from the street in front of the dwelling; and
- E. Any lighting of a pool or other recreation area shall be designed so as to buffer the surrounding residences from the lighting.

12. GARBAGE AND TRASH CONTAINERS. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers within the improvements on a Lot, except during pickup, if required, such items may be placed at the curb. All Lots shall be maintained during construction in a neat and nuisance-free condition.

13. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Lot at any time as a residence either temporarily or permanently, except that the Lot may be used as a sales office during the development of the Property or other development by Developer in the same area.

14. REMOVAL OF TREES. No trees of two inches (2") in diameter at one foot (1') above natural grade shall be cut or removed without approval of the ARB, which approval may be given when such removal is necessary for the construction of a dwelling or other improvement.

15. WINDOW AIR CONDITIONING UNITS. No window or wall air conditioning units shall be permitted.

16. MAILBOXES. No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any Lot other than that approved by the Developer. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to dwellings, each property Owner, on the request of the ARB, shall replace the boxes or receptacle previously employed for such purpose or purposes with wall receptacles attached to dwellings.

17. SIGHT DISTANCE AT INTERSECTION. No fence, wall, hedge, or shrub planting which obstructs sight lines and elevations between two feet (2') and six feet (6') above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines, and a line connecting them at points twenty-five feet (25') from the intersection of the street lines, or in case of a rounded property corner, from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

18. UTILITY CONNECTIONS. Building connections for all utilities, including, but not limited to water, electricity, telephone and television shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority.

19. SETBACKS. A minimum of a ten foot (10') front setback and a minimum ten foot (10') rear setback must be adhered to in the construction of all improvements, except for corner lots, where these minimum setbacks must be twenty feet (20').

20. DRAINAGE. Proper surface water drainage must be provided in connection with any improvements made to a Lot. A drainage plan must be submitted to and approved by the ARB prior to the commencement of construction of any improvement at the Lot which would change or alter the drainage of surface water from the Lot.

21. ARB REPORTS. The ARB's approval or disapproval as required in the foregoing Architectural Planning Criteria shall be delivered in writing to the Board of Directors of the Association and to the Lot owner requesting the same. A copy of the approved plans and specifications signed by the Lot owner and the contract purchaser of the Lot, if any, shall be submitted by the Lot owner with any request for ARB approval. In the event the ARB fails to approve or disapprove plans and specifications within thirty (30) days of submission thereto, or in any event, if a suit to enjoin the construction has not been commenced prior to the completion thereof, approval will not be required and the related criteria shall be deemed to have been fully complied with.

22. AWNINGS. At a duly called Board of Directors' meeting on July 18, 1995, awning specifications were adopted by the Board of Directors as follows:

- \* Color: Solid to blend with stucco paint color
- \* Retractable design
- \* Canvas only
- \* Must be located inside the screen enclosure

Awnings are a modification and must be approved by the ARB prior to installation.

23. SATELLITE DISHES. No satellite dishes shall be installed on a lot if said dish does not satisfy the specifications and guidelines as promulgated by the ARB. Said specifications and guidelines shall be considered an exhibit to and a part of this architectural planning criteria.

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