

**GREENBRIAR OF WYCLIFFE HOMEOWNERS' ASSOC., INC.**

c/o GRS Management Associates, Inc.  
3900 Woodlake Blvd.  
Lake Worth, FL 33463  
Tel. (561) 641-8554

**2015**

**AMENDED AND RESTATED**

**ARTICLES OF INCORPORATION,**

**BY-LAWS**

**AND**

**DECLARATION OF**

**RESTRICTIONS AND**

**PROTECTIVE COVENANTS**

**FOR**

**GREENBRIAR OF WYCLIFFE**



**Prepared by & return to:**  
Patti Heidler Ladwig, Esq.  
Patti Heidler Ladwig, P.A.  
12765 W. Forest Hill Boulevard  
Suite 1312  
Wellington, FL 33414-4781

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Page 1552 - 1620; (69pgs)

**Certificate of  
Resolution of the Board of Directors  
of Greenbriar of Wycliffe Homeowners' Association, Inc.  
authorizing the Recording of the  
Restatement of the  
Declaration of Restrictions and Protective Covenants for Greenbriar of Wycliffe  
and the  
Restatement of the Articles of Incorporation and Bylaws of  
Greenbriar of Wycliffe Homeowners' Association, Inc.**

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WHEREAS, Greenbriar of Wycliffe Homeowners' Association, Inc. ("THE ASSOCIATION") is a Florida not-for-profit corporation, organized to act as a homeowners association for the following described property in Palm Beach County, Florida in accordance with the Articles of Incorporation ("THE ARTICLES") and Bylaws ("THE BYLAWS") of Greenbriar of Wycliffe Homeowners' Association, Inc. and the Declaration of Restrictions and Protective Covenants for Greenbriar of Wycliffe ("THE DECLARATION"), originally recorded in the Official Records of Palm Beach County, Florida in Official Records Book 7696 Page 355 et seq.:

All of the plat of WYCLIFFE TRACT-G, as recorded in Plat Book 70, Pages 105 - 109 inclusive, of the Public Records of Palm Beach County, Florida; and

WHEREAS, THE ARTICLES, THE BYLAWS, and THE DECLARATION have been amended from time to time since originally recorded in the Official Records of Palm Beach County, Florida; and the current status of each of these documents is somewhat difficult to determine without reviewing the original document and each amendment thereto; and

WHEREAS, Restating THE ARTICLES, THE BYLAWS, and THE DECLARATION would allow the reader to determine the current status of the document by reviewing only the Restatement of the document; and

WHEREAS, the Board of Directors of Greenbriar of Wycliffe Homeowners' Association, Inc. prepared and adopted a Restatement of the Articles of Incorporation and a Restatement of the Bylaws of Greenbriar of Wycliffe Homeowners' Association, Inc. at a duly called meeting of the Board of Directors held on March 17, 2015. A copy of the Restatement of the Articles of Incorporation and a copy of the Restatement of the Bylaws of Greenbriar of Wycliffe Homeowners' Association, Inc. are attached hereto as Exhibit "A" and Exhibit "B" respectively. These Restatements accurately reflect the current status of these documents; and

WHEREAS, the Board of Directors of Greenbriar of Wycliffe Homeowners' Association, Inc. prepared a Restatement of the Declaration of Restrictions and Protective Covenants for Greenbriar of Wycliffe. The Restatement of the Declaration of Restrictions and Protective Covenants for Greenbriar of Wycliffe was adopted by the membership of THE ASSOCIATION at a duly called meeting of the membership of THE ASSOCIATION held April 28, 2015. A copy of the Restatement of the Declaration of Restrictions and Protective Covenants for Greenbriar of Wycliffe which accurately reflects the current status of THE DECLARATION is attached hereto as Exhibit "C."

NOW THEREFORE, Greenbriar of Wycliffe Homeowners' Association, Inc. in an effort to eliminate the inconvenience, time and expense of reviewing the Articles of Incorporation and Bylaws of Greenbriar of Wycliffe Homeowners' Association, Inc. and the Declaration of Restrictions and Protective Covenants for Greenbriar of Wycliffe and all amendments to these documents to determine the current status of these documents authorize the recording of the Restatement of the Articles of Incorporation of Greenbriar of Wycliffe Homeowners' Association, Inc., the Restatement of the Bylaws of Greenbriar of Wycliffe Homeowners' Association, Inc., and the Restatement of the Declaration of Restrictions and Protective Covenants for Greenbriar of Wycliffe attached hereto as Exhibit "A", Exhibit "B", and Exhibit "C", respectively, in the Public Records of Palm Beach County, Florida to put all on notice of the contents of these documents.


### **CERTIFICATE**

We hereby certify that the foregoing Restatement of the Articles of Incorporation of Greenbriar of Wycliffe Homeowners' Association, Inc., and the Restatement of the Bylaws of Greenbriar of Wycliffe Homeowners' Association, Inc. attached hereto as Exhibit "A" and Exhibit "B", respectively, were adopted by the Board of Directors at its March 17, 2015 meeting and that the Restatement of Declaration of Restrictions and Protective Covenants for Greenbriar of Wycliffe attached hereto as Exhibit "C" was adopted by the Membership at the April 28, 2015 meeting of the membership of

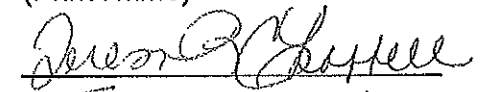
Greenbriar of Wycliffe Homeowners' Association, Inc.

IN WITNESS WHEREOF, Greenbriar of Wycliffe Homeowners' Association, Inc., a Florida not-for-profit corporation, has caused this Certificate of Resolution of the Board of Directors of Greenbriar of Wycliffe Homeowners' Association, Inc. authorizing the recording of the Restatement of the Declaration of Restrictions and Protective Covenants for Greenbriar of Wycliffe and the Restatement of the Articles of Incorporation and Bylaws of Greenbriar of Wycliffe Homeowners' Association, Inc. to be executed this 30<sup>th</sup> day of June, 2015.


Signed, sealed and delivered  
in the presence of:



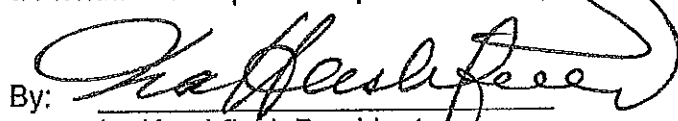
MARK P. LADD  
(Print Name)

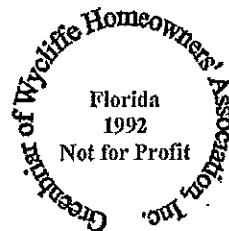
  
Teresa R. Chappell  
(Print Name)

ATTEST:

  
Edward Tisnow, Secretary

Greenbriar of Wycliffe  
Homeowners' Association, Inc.  
a Florida not-for-profit Corporation

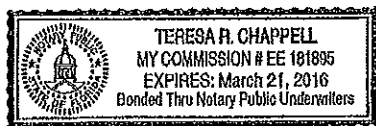
By:   
Ira Hershfield, President



(CORPORATE SEAL)

STATE OF FLORIDA                    )  
  )ss  
COUNTY OF PALM BEACH        )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of June, 2015 by Ira Hershfield and Edward Tisnow, the President and Secretary, respectively of Greenbriar of Wycliffe Homeowners' Association, Inc., a Florida not-for-profit corporation on behalf of the corporation, who ☐ are personally known OR ☒ have produced FL DR LIC as identification and who have not taken an oath.



(NOTARY SEAL)

  
(Signature of Notary Public)

Teresa R. Chappell  
(Print Commissioned Name)  
My Commission Expires: 3/21/2016  
Commission No.: EE 181895

**Exhibit "A"**

Restatement of the  
Articles of Incorporation  
of Greenbriar of Wycliffe Homeowners' Association, Inc.  
Adopted by the Board of Directors on March 17, 2015

**Restatement of the  
Articles of Incorporation of  
Greenbriar of Wycliffe  
Homeowners' Association, Inc.**

Adopted by the Board of Directors on March 17, 2015

Pursuant to §617.1007, Florida Statutes, the following Restatement of the Articles of Incorporation was duly adopted by the Board of Directors on March 17, 2015 and supersedes the original Articles of Incorporation and all amendments to them.

**ARTICLE I. – NAME**

The name of the corporation shall be GREENBRIAR OF WYCLIFFE HOMEOWNERS' ASSOCIATION, INC., hereafter referenced in these Articles of Incorporation as "The Association." or "the corporation."

**ARTICLE II. -**

**PRINCIPAL PLACE OF BUSINESS AND MAILING ADDRESS**

The initial principal place of business and mailing address of the corporation was c/o Lang Management, 7556 Lake Worth Road, Suite 103, Lake Worth, Florida 33467. The current principal place of business and mailing address of the corporation is c/o GRS Management Associates, Inc., 3900 Woodlake Boulevard, Suite 309, Lake Worth, FL 33463. The principal office and place of business of the corporation shall be located in the state of Florida in such location as the Board of Directors may designate or the business of the Association may require from time to time.

**ARTICLE III. – PURPOSE(S)**

The Association is organized as a corporation not-for-profit under Chapter 617 of the laws of the State of Florida. The specific purposes for which the corporation is organized are:

1. To promote the health, safety and social welfare of the Owners of Property within that residential area referred to as Greenbriar of Wycliffe and described in the Declaration of Restrictions and Protective Covenants for Greenbriar of Wycliffe (the "Declaration") originally recorded in the Public Records of Palm Beach County, Florida in Official Records Book 7696 Page 355 et seq.. The terms used in these Articles of Incorporation shall have the same definition and meaning as those set forth in the Declaration as amended from time to time unless herein provided to the contrary, or unless the context otherwise requires.

2. To own and maintain, repair and replace the general and/or Common Area, 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 under 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 as 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 those functions reserved by the Association in the Declaration.

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 Bylaws and the Rules and Regulations of the Wycliffe Community Association, Inc.

#### **ARTICLE IV. – 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 the purposes set forth in these Articles of Incorporation.
2. To promulgate and enforce rules, regulations, bylaws, 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 affix assessments to be levied against Lots within the Property and the costs 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.
8. 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 Association Properties, and, if deemed necessary or reasonable by the Association, to reconstruct improvements after casualty and to improve and add to the Association Properties.
10. To join any elective associations or partnerships. Representative(s) to such elective association or partnership shall be designated by vote of the Board of Directors.



## **ARTICLE V. -**

### **MANNER OF ELECTION OF DIRECTORS**

Directors shall be elected or appointed in accordance with the provisions of the Bylaws of the Association.

## **ARTICLE VI. – MEMBERS**

The Members shall consist of the record owners of Lots in the Property.

Members shall be all those Owners of the fee simple title to any Lot within the Property. Members shall be entitled to one vote for each lot for which they are the record owner of a fee or undivided fee interest. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised by one such Member but in no event shall more than one vote be cast with respect to any such Lot.

## **ARTICLE VII. – DIRECTORS**

The Board of Directors of the Association shall be comprised of five (5) directors, who must be Members of the Association or the spouse or designee of a Member of the Association. A grantor of a trust described in section 733.707(3), Florida Statutes or a beneficiary as defined in former Section 737.303(4)(b), Florida Statutes who owns a lot shall be deemed a Member of the Association and eligible to serve as a director provided that said beneficiary occupies the lot.

The Directors elected by the Members shall have staggered terms, commencing with the annual meeting and election of Directors in 2000. To accomplish the staggered terms, the following election procedure shall apply to the election of five (5) Directors by Members at the 2000 annual meeting of Members and election of Directors. The three (3) Directors receiving the highest number of votes shall be elected for a two (2) year term. The two (2) remaining Directors elected shall be elected for a one (1) year term. All Directors elected after the 2000 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 Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided in the Bylaws.

## **ARTICLE VIII. – OFFICERS**

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 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 procedures set forth in the Bylaws.

## **ARTICLE IX –**

### **INITIAL REGISTERED AGENT AND STREET ADDRESS**

The Corporation's registered agent and registered office shall be such person and at such location as the Board of Directors may determine from time to time. The street address of the Corporation's initial registered office was 4150 Wycliffe Country Club Blvd, Lake Worth, FL 33467 and the initial registered Agent at such address was: Richard A. Jerman.

## **ARTICLE X. – INCORPORATOR**

The name and street address of the Incorporator for these Articles of Incorporation is: Richard A. Jerman, 4150 Wycliffe Country Club Blvd., Lake Worth, FL 33467.

## **ARTICLE XI. - CORPORATE EXISTENCE**

The Association shall have perpetual existence.

## **ARTICLE XII. – BYLAWS**

The Board of Directors shall adopt Bylaws consistent with these Articles.

## **ARTICLE XIII. -**

### **AMENDMENTS TO ARTICLES OF INCORPORATION AND BYLAWS**

These Articles and Bylaws may be altered, amended or repealed by vote of a majority of the Board of Directors.

#### **ARTICLE XIV. –**

##### **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 any act alleged to have been committed by such person in their capacity of Director or officer of the Association, or in their capacity as 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 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 their being or having been a Director or officer of the Association, or by reason of 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 them 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 their 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.

#### **ARTICLE XV. –**

##### **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 valid, 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 the Director or Officer's votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that they are 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.

#### **ARTICLE XVI. – DISSOLUTION**

Upon the dissolution of the Association, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Association, dispose of all of the

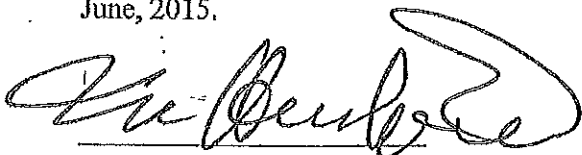
assets of the Association exclusively for the purposes of the Association in such manner, or to such organization of organizations organized and operated exclusively for charitable, educational, religious or scientific purposes as shall at that time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, as the Board of Directors shall determine.

The Association may be dissolved 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 dissolution, after receipt of an appropriate decree as set forth in Chapter 617 of the Florida Statutes, and approved by two-thirds (2/3) of the voting rights of the Members of the Association.

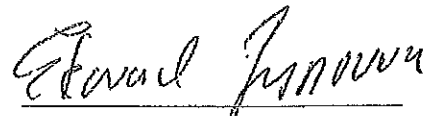
#### ARTICLE XVII. - NET EARNINGS

No part of the net earnings of the Association shall inure to the benefit of, or be distributable to its Members, trustees, officers, or other private persons, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in these Articles of Incorporation. No substantial part of the activities of the Association shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the Association shall not participate in, or intervene in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Articles, the Association shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986, as amended.

I/we, Ira Hershfield and Edward Tisnowar, as President and Secretary, respectively, of Greenbriar of Wycliffe Homeowners' Association, Inc., hereby certify that the foregoing constitutes the Restatement of the Articles of Incorporation of this corporation as adopted by the Board of Directors on March 17, 2015 and are in full force and effect on this 30<sup>th</sup> day of June, 2015.



Ira Hershfield, President



Edward Tisnowar, Secretary

**Exhibit "B"**

Restatement of the  
Bylaws of  
Greenbriar of Wycliffe Homeowners' Association, Inc.  
Adopted by the Board of Directors on March 17, 2015

**Restatement of the  
Bylaws of  
Greenbriar of Wycliffe  
Homeowners' Association, Inc.**

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**Restatement of the  
Bylaws of  
Greenbriar of Wycliffe  
Homeowners' Association, Inc.**

Adopted by Board of Directors on March 17, 2015.

The following Restatement of the Bylaws was duly adopted by the Board of Directors on March 17, 2015 and supersedes the original Bylaws and all amendments to them.

**ARTICLE I**

**DEFINITIONS**

All defined terms used in these Bylaws shall have the meaning assigned to them in the Declaration of Restrictions and Protective Covenants for Greenbriar of Wycliffe as amended from time to time. ("the Declaration.") unless herein provided to the contrary or unless the context otherwise requires. The Declaration of Restrictions and Protective Covenants for Greenbriar of Wycliffe was originally recorded in the Official Records of Palm Beach County, Florida in Official Records Book 7696 Page 355 et seq. and governs all of the real property in the community known as Greenbriar of Wycliffe.

**ARTICLE II**

**LOCATION**

**Section 1.** The principal office and place of business of the Association shall be located in the state of Florida in such location as the Board of Directors may designate or the business of the corporation may require from time to time.

**ARTICLE III**

**MEMBERSHIP**

**Section 1.** Membership of the Association is as set forth in the Declaration.

**Section 2.** The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessment is imposed against each Owner of, and becomes a lien upon, the Properties against which such assessments are made as provided by Article V of the Declaration to which the Properties are subject.

## **ARTICLE IV**

### **FISCAL YEAR**

**Section 1.** The fiscal year of the Association shall be a calendar year.

## **ARTICLE V**

### **BOARD OF DIRECTORS**

**Section 1.** The directors of the Association shall be elected at the annual meeting of the members. The election procedure is set forth in Article VII of these Bylaws.

**Section 2.** Any director may be removed from office at any time with or without cause by the affirmative majority vote of the Association membership.

**Section 3.** The first meeting of the duly elected Board of Directors, for the purpose of organization, shall be held within 10 days after the annual meeting of members.

**Section 4.** Regular meetings of the Board of Directors may be held at any place or places within Palm Beach County, Florida, on such days and at such hours as the Board of Directors may, by resolution, appoint.

**Section 5.** No notice shall be required to be given to the Board of any regular meeting of the Board of Directors.

**Section 6.** Special meetings of the Board of Directors may be called at any time by the President or by a majority of the Board and may be held at any place or places within Palm Beach County, Florida, and at any time.

**Section 7.** Notice of each special meeting of the Board of Directors, stating the time, place and purpose or purposes thereof, shall be given by or on behalf of the President or by or on behalf of the Secretary or by or on behalf of a majority of the members of the Board to each

member of the Board not less than forty eight hours prior to the scheduled date of the special meeting by mail or one day by telephone, telegraph, overnight courier, hand delivery, email, facsimile, or telecopy. Special meetings of the Board may also be held at any place and time without notice by unanimous waiver of notice by all the directors. Notices of all meetings of the board of directors will comply with the laws of the state of Florida as amended from time to time.

**Section 8.** No Director shall receive any compensation from the Association for acting as such unless approved by Members representing a majority of the total vote of the Association at a regular or special meeting of the Association; provided any Director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other Directors.

**Section 9.** Subject to the provisions of Section 10 of this Article, all meetings of the Board shall be open to all Members. Each Member of the Association shall have the right to speak on any designated item but no Member other than Directors may participate in any discussion or deliberation unless permission to speak is requested on their behalf by a Director. In such case, the President may limit the time that any Member may speak.

**Section 10.** Meetings between the Board of Directors or a committee and the Association's attorney to discuss pending or threatened litigation or meetings of the Board of Directors to discuss personnel matters are not required to be open to Members other than the Directors.

**Section 11.** The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles, or these Bylaws directed to be done and exercised exclusively by the Members.

The Board of Directors shall delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the Managing Agent or Manager, if any, which might arise between meetings of the Board of Directors.

In addition to the duties imposed by Florida Statutes (as amended from time to time), these Bylaws or by any resolution of the Association that may be hereafter adopted, the Board of Directors shall have the power to and be responsible for the following, in way of explanation, but not limitation:

a. preparation and adoption of an annual budget in which there shall be established the contribution of each Owner to the Common Expenses;

b. making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment, provided, unless otherwise determined by the Board of Directors, the annual assessment for each Lot's proportionate share of the Common Expenses shall be payable in equal quarterly installments each such installment to be due and payable in advance on the first day of quarter;

c. providing for the operation, care, upkeep, and maintenance of all of the Common Areas;

d. designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Common Areas where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

e. collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association; the reserve fund may be deposited, in the directors' best business judgment in depositories other than banks;

f. making and amending rules and regulations;

g. opening of bank accounts on behalf of the Association and designating the signatories required;

h. making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the other provisions of the Declaration and these Bylaws after damage or destruction by fire or other casualty;

i. enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association after receiving the proper authorization, if any, required by the Declaration;

j. obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

k. paying the cost of all services rendered to the Association or its Members and not chargeable to Owners;

l. keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the Owners and mortgagees, their duly authorized agents, accountants, or attorneys, during general business hours on working days at the time and in a manner that shall be set and announced by the Board of Directors for the general knowledge of the Owners. All books and records shall be kept in accordance with generally accepted accounting practices;

m. make available for review to any prospective purchaser of a Lot, any Owner of a Lot, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage on any Unit, current copies of the Declaration, the Articles of Incorporation, the Bylaws, rules governing the Lot and all other books, records, and financial statements of the Association;

n. permit utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Properties;

o. exercise for the Association all powers, duties and authority vested in or delegated to the Association, except those reserved to members in the Declaration of Restrictions and Protective Covenants for the Property or in the Articles of Incorporation of the Association.

**Section 12.** The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the Managing Agent or Manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these Bylaws, other than the powers set forth in subparagraphs a, b, f, g and i of Section 11 of this Article. No management contract may have a term in excess of one (1) year and must permit termination by either party without cause and without termination fee on ninety (90) days, or less, written notice.

**Section 13.** The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

a. accrual accounting, as defined by generally accepted accounting principles, shall be employed;

b. accounting and controls should conform with established AICPA, guidelines and principles, which require, without limitation, (i) disbursements by check requiring two (2) signatures, and (ii) cash disbursements limited to amounts of Seventy-Five (\$75.00) Dollars and under;

c. cash accounts of the Association shall not be commingled with any other account;

d. no remuneration shall be accepted by a managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Association;

e. any financial or other interest which a managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors; and

f. an annual report consisting of at least the following shall be distributed within one hundred twenty (120) days after the close of the fiscal year: (1) a balance sheet as of the end of the fiscal year; (2) an operating (income) statement for the fiscal year; and (3) a statement of changes in financial position for the fiscal year.

**Section 14.** The Board of Directors shall have the power to borrow money for the purpose of repair or restoration of the Common Areas without the approval of the Members of the Association; provided, however, the Board shall obtain Member approval in the same manner provided in the Declaration for special assessments in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities, and the total amount of such borrowing exceeds or would exceed five (5%) percent of the budgeted gross expenses of the Association for that fiscal year.

**Section 15.** The Board of Directors shall have the power to impose reasonable fines against any Owner, tenant, occupant, guest, and/or invitee (which fine shall constitute a lien upon the property of the violating and/or associated Owner); to suspend the rights of any Owner, tenant, occupant, guest, and/or invitee to use Common Areas, facilities, and services, and to suspend an Owner's right to vote (except as may be prohibited by Statute) for violation of any duty imposed under the Declaration, these Bylaws, or any rules or regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Lot. In the event that any tenant, occupant, guest and/or invitee of a Lot, violates the Declaration, Bylaws, or a rule or regulation and a fine is imposed, the fine shall first be assessed against the tenant, occupant, guest and/or invitee;

provided, however, if the fine is not paid by the tenant, occupant, guest and/or invitee within the time period set by the Board, the fine shall constitute a lien upon the Lot associated with such violating tenant, occupant, guest and/or invitee, and the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

**Section 16.** Enforcement, levying of fines. Every owner, tenant, occupant, guest, and/or invitee shall comply with the restrictions and covenants set forth in these Bylaws, the Declaration and the Articles of Incorporation as well as the Rules and Regulations which from time to time may be adopted by the Board of Directors of the Association. All such parties shall also comply with all state, federal, and local governmental laws and ordinances, as amended from time to time. Failure of an Owner, tenant, occupant, guest, and/or invitee to comply with such laws, ordinances, 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 legal right to suspend the right of use of the Common Areas of any Owner, tenant, occupant, guest, and/or invitee to use of the common areas, facilities, and services (except for legal access) and shall have the right to levy fines, provided the following procedures are adhered to:

**a.** Notice: The Association shall notify 1) the owner and 2) tenant, occupant, guest, and/or invitee (if applicable) 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 and tenant, occupant, guest, and/or invitee (if applicable) shall present reasons why suspension or a 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 fines should not be imposed. A written decision of the Board of Directors shall be submitted to the owner and tenant, occupant, guest, and/or invitee (if applicable) no later than twenty-one (21) days after the Fining Committee meeting. The owner and tenant, occupant, guest, and/or invitee (if applicable) shall have the right (at such party's own expense) to be represented by counsel and to cross examine witnesses.

The lot owner shall be responsible for all costs of enforcement, including attorney's fees actually incurred, and court costs.

**c.** Amounts: The Board of Directors (if the Fining Committee's findings are made against the owner, tenant, occupant, guest, and/or invitee and the Fining Committee

approves the proposed fine) may impose a fine, which shall be considered an assessment against the lot owned by the lot owner as follows: fines shall not exceed the greater of \$100.00 per violation or the highest fee allowed by law. However, a fine may be levied on the basis of each day of a continuing violation with a single notice and the opportunity for a hearing, provided that no such fine shall in the aggregate exceed the greater of \$1,000.00 or the highest fee allowed by law.

**d. Payment and Fines:** Fines shall be paid no 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 and in the Declaration. This shall include the authority of the Association to file a lien against the 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.

**h. Additional Enforcement Rights.** Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any provision of the Declaration, these Bylaws, or the rules and regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity for compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner, tenant, or occupant, guest or invitee responsible for the violation for which abatement is sought and the Owner of the Lot associated with such violating tenant, occupant, guest and/or invitee shall pay all costs, including reasonable attorney's fees actually incurred.



## ARTICLE VI

### OFFICERS

**Section 1.** The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members, as herein set forth in Article VII.

**Section 2.** Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors present at any duly called regular or special meeting of the Board.

**Section 3.** The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the members of the Association and of the Board of Directors. The President shall have the general powers and duties of supervision and management of the Association which usually pertain to the office, and shall perform all such duties as are properly required of the President by the Board of Directors. The Board of Directors shall elect one Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required by the Board of Directors. In the absence or disability of the President, the Vice President shall perform the duties and exercise the powers of the President. The Secretary shall issue notices of all meetings of the membership of the Association and the Board of Directors where notice of such meetings is required by law or in these Bylaws. The Secretary shall keep the minutes of the meetings of the membership and of the Board of Directors.

**Section 4.** The Treasurer shall have the care and custody of all the monies and securities of the Association. The Treasurer shall enter on the books of the Association, to be kept for that purpose, full and accurate accounts of all monies received and paid on account of the Association. The Treasurer shall sign such instruments as required and shall perform all such duties as usually pertain to the office of Treasurer or as are properly required by the Board of Directors.

**Section 5.** Vacancies in any office arising from any cause may be filled by the Board of Directors for the unexpired portion of the term.

**Section 6.** Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

## **ARTICLE VII**

### **MEETINGS OF MEMBERS**

**Section 1.** The regular annual meeting of the members shall be held annually on such date and at such time and place as shall be determined by the Board of Directors.

**Section 2.** For election of members of the Board of Directors, Members shall vote in person, or by proxy.

**Section 3.** Members may not vote by general proxy, but may vote by limited proxy. Limited proxies and general proxies may be used to establish a quorum. Limited proxies may also be used for votes taken to amend the Declaration, articles of incorporation or bylaws or for any matter that requires or permits a vote of the Members. A limited proxy may be used for the election of the members of the Board of Directors as provided in Section 2 hereof.

Any proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. A proxy is not valid for a period longer than 90 days after the date of the first meeting for which it was given. A proxy is revocable at any time at the pleasure of the Member who executes it.

**Section 4.** Special meetings of the Members may be called for any purpose at any time by the President or a majority of the members of the Board of Directors.

**Section 5.** Notice may be given to the Member either personally, or by sending a copy of the notice through the mail (postage thereon fully paid), by overnight courier, email, facsimile, or by telecopy transmittal, to the Member's address appearing on the records of the Association. Each Member shall register an address with the Secretary, and notices of meetings shall be mailed to the Member at such address. Notice of any meeting, regular or special, shall be mailed, personally delivered, overnight couriered, emailed, faxed, or telecopied at least six (6) days in advance of the meeting and shall set forth the general nature of the business to be transacted, provided, however, that if any business of any meeting shall involve any action governed by the Articles of Incorporation, notice of such meetings shall be given or sent as therein provided.

**Section 6.** The presence at the meeting of Members entitled to cast thirty percent (30%) of the membership votes shall constitute a quorum for any action governed by these Bylaws.

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

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

**Section 8.** The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring thereat. Roberts Rules of Order shall govern the conduct of meetings.

**Section 9.** Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of the Members.

## **ARTICLE VIII**

### **COMMITTEES**

**Section 1.** The Architectural Control Board shall be a standing committee of the Association. The Board of Directors may appoint such other committees as it deems advisable.

**Section 2.** The Architectural Control Board shall be appointed, shall serve and shall have the duties and functions as described in the Declaration. A party aggrieved by a decision of the Architectural Control Board shall have the right to make a written request to the Board of Directors, within thirty (30) days of such decision, so that the Board of Directors may review

such decision. The determination of the Board of Directors, upon reviewing such decision of the Architectural Control Board, shall in all events be dispositive.

## ARTICLE IX

### 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 Member.

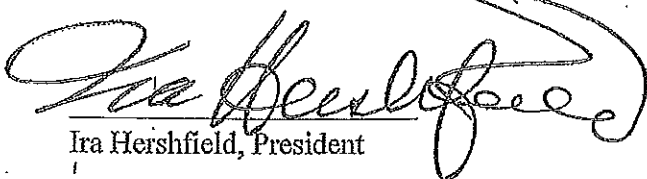
## ARTICLE X

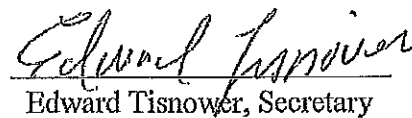
### AMENDMENTS

**Section 1.** These Bylaws may be altered, amended or repealed by vote of a majority of the Board of Directors at a duly called meeting of the Board of Directors or in lieu of a Board meeting, the unanimous written consent of Board members.

**Section 2.** The terms and conditions contained in these Bylaws shall be construed in accordance with and governed by the laws of the state of Florida as amended from time to time. In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the said Declaration shall control.

I/we, Ira Hershfield and Edward Tisnowar, as President and Secretary, respectively, of Greenbriar of Wycliffe Homeowners' Association, Inc., hereby certify that the foregoing constitutes the Restatement of the Bylaws of this corporation as adopted by the Board of Directors on March 17, 2015 and are in full force and effect on this 30<sup>th</sup> day of June, 2015.

  
Ira Hershfield, President

  
Edward Tisnowar, Secretary

**Exhibit "C"**

Restatement of the  
Declaration of Restrictions and Protective Covenants  
for Greenbriar of Wycliffe.

Adopted by the Membership of  
Greenbriar of Wycliffe Homeowners' Association, Inc. on April 28, 2015

**RESTATEMENT OF THE  
DECLARATION OF RESTRICTIONS  
AND PROTECTIVE COVENANTS  
FOR  
GREENBRIAR OF WYCLIFFE**

**Restatement of the  
Declaration of Restrictions and Protective Covenants  
for Greenbriar of Wycliffe**

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**Restatement of the  
Declaration of Restrictions and Protective Covenants  
for Greenbriar of Wycliffe**

Adopted by the Membership on April 28, 2015.

This Restatement of the Declaration of Restrictions and Protective Covenants for Greenbriar of Wycliffe is made this 28<sup>th</sup> day of April, 2015, by Greenbriar of Wycliffe Homeowners' Association, Inc., a Florida not-for-profit corporation, organized to act as a homeowners association for the real property located in Palm Beach County, Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof.

On February 2, 1993, Greenbriar Partners, a Florida joint venture, declared that the real property described on Exhibit "A" be held, transferred, sold, conveyed, and occupied subject to the Declaration of Restrictions and Protective Covenants for Greenbriar of Wycliffe. The Declaration of Restrictions and Protective Covenants for Greenbriar of Wycliffe was originally recorded in the Official Records of Palm Beach County, Florida in Official Records Book 7696 Page 355 et seq. and was amended thereafter. This Restatement has been prepared to incorporate all amendments to the Declaration of Restrictions and Protective Covenants for Greenbriar of Wycliffe into one document. The Association restates in full the Declaration of Restrictions and Protective Covenants for Greenbriar of Wycliffe as follows:

The real property described in Article II, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") set forth below.

The Association, Greenbriar of Wycliffe Homeowners' Association, Inc., as hereinafter defined, is not a condominium association and therefore shall not be affected by the provisions of Chapter 718, Florida Statutes. The Association shall operate in accordance with the laws of the State of Florida as amended from time to time.

## ARTICLE I

### DEFINITIONS

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

- (a) **“Assessments”** – those payments due pursuant to Article V, whether General or Special (as hereinafter defined), or a combination thereof.
- (b) **“Association”** – GREENBRIAR OF WYCLIFFE HOMEOWNERS’ ASSOCIATION, INC., a Florida corporation not-for-profit.
- (c) **“Common Areas”** – the real property legally described in Exhibit “B” attached hereto and incorporated herein by reference, and any other interest in real property acquired by the Association and deemed Common Area either in this Declaration or in the instrument of conveyance, together with any improvements on such tracts including without limitation any structures, recreational facilities, offstreet parking areas, private streets, sidewalks, street lights, and entrance features, but excluding any public utility installations thereon.
- (d) **“General Assessments”** – Assessments levied to fund expenses applicable to all Members of the Association.
- (e) **“Institutional Lender”** – any person or entity (i) holding a mortgage encumbering a Lot, which (ii) in the ordinary course of business makes, purchases, guarantees, or insures mortgage loans, which (iii) is not owned or controlled by the Owner of the Lot encumbered, and which (iv) notifies the Association of same by written notice sent, certified mail, return receipt requested, to the Association’s office. An Institutional Lender may include, but is not limited to, a federal or state chartered bank or savings and loan association, an insurance company, a real estate or mortgage investment trust, a pension or profit sharing plan, a mortgage company, the Government National Mortgage Association, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, an agency of the United States or any other governmental authority, including the Veterans Administration and the Federal Housing Administration of the U.S. Department of Housing and

Urban Development, or any other similar type of lender generally recognized as an institutional type lender.

- (f) **"Lot"** – any lot as shown on the plat of Greenbriar of Wycliffe (WYCLIFFE TRACT-G as recorded in Plat Book 70, Pages 105-109 of the Public Records of Palm Beach County, Florida), any lot shown upon any resubdivision of said plat or any portion thereof, and any lot shown on any plat or portion thereof that is subject to this Declaration
- (g) **"Master Association"** – Wycliffe Community Association, Inc., a Florida corporation not-for-profit.
- (h) **"Master Declaration"** – that certain Declaration of Protective Covenants, Conditions and Restrictions for Wycliffe Golf and Country Club recorded in Official Records Book 6022, Page 426, Public Records of Palm Beach County, Florida, as amended from time to time.
- (i) **"Owner" or "Member"** – the record owner, whether one or more persons or entities, of the fee simple title to any Lot.
- (j) **"Properties"** – all property and additions thereto (which additional property may or may not be contiguous to the real property described in Article II herein), as is subject to this Declaration or any Supplemental Declaration under the provision of Article II hereof.
- (k) **"Special Assessment"** – Assessments levied in accordance with Article V, Section 4 of this Declaration.
- (l) **"Unit"** - A Lot and all structures and improvements on such Lot.

## **ARTICLE II**

### **PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO**

**Legal Description.** The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Palm Beach County, Florida and is more particularly described in Exhibit "A" attached hereto and made a part hereof.

## ARTICLE III

### GREENBRIAR OF WYCLIFFE HOMEOWNERS' ASSOCIATION

**Section 1. Membership.** Every person or entity who is a record owner of a fee or undivided fee interest in any Lot in the Properties shall be a Member of the Association. Notwithstanding anything to the contrary set forth in this Section 1, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association.

**Section 2. Voting Rights.** The Association shall have one class of voting members: Members shall be all those Owners as defined in Section 1. Members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised by one such Member as specified in the Articles of Incorporation of the Association but in no event shall more than one vote be cast with respect to any such Lot.

**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 the 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 Properties together with the covenants and restrictions established upon any other property as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration.

**Section 4. Termination of the Association.** In the event of dissolution of the Association, for whatever reason other than merger or consolidation as provided for herein, 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 Properties and Common Areas.

**Section 5. Termination of Project.** In the event of substantial destruction of fifty percent (50%) or greater of the improvements on the Properties or in the event of condemnation

of fifty percent (50%) or greater of the Properties, the legal status of the Association can be terminated by a majority vote of members and consent of a majority of Institutional Lenders holding mortgages on Lots. In order to terminate the legal status of Greenbrier of Wycliffe by the Owners for reasons other than substantial destruction or condemnation of the Properties, a vote of sixty-seven (67%) of members and consent from at least sixty-seven percent (67%) of the Institutional Lenders holding mortgages on Lots must be obtained. Said consent shall be implied in the event an Institutional Lender fails to respond to any written proposal for such an amendment within 30 days of receipt of proper written notice thereof.

## **Section 6. Common Areas.**

**A. Ownership.** The Association shall own legal title to the Common Areas.

**B. Common Area Maintenance.** Commencing with the date this Declaration is recorded, the Association shall be responsible for the maintenance of the Common Areas and any improvements or personal property thereon in a continuous and satisfactory manner and for the payment of taxes assessed against the common areas, if any, and any improvements and any personal property thereon accruing from and after the date these covenants are recorded. The Association shall at all times maintain in good repair, and shall replace as scheduled any and all improvements situated on the Common Areas including, but not limited to, all landscaping on the Common Areas, paving, drainage structures, street lighting fixtures, irrigation systems, sidewalks, and other structures, except public utilities, all such work to be done as ordered by the Board of Directors of the Association acting on a majority vote of the Board members. Maintenance of the street lighting fixtures shall include the fixtures within the common areas and shall further extend to payment for electricity consumed in the illumination of such lights. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through assessments as provided in this Declaration. Such assessments shall be against all Lots equally; provided, however, that the cost of any maintenance, repair or replacement caused by the negligent conduct of a Member or by the failure of a Member to comply with the lawfully adopted rules and regulations of the Association shall be levied as a special assessment against such Member. Each Member shall likewise be responsible for the actions of such Member's family members, tenants, guests, and/or invitees and all occupants of the Member's Lot, in addition to the actions of the family members, guests, and/or invitees of these individuals. The cost of any maintenance, repair, or replacement caused by the negligent conduct of any one of them or by their failure to comply with the lawfully adopted rules and regulations of the Association shall be levied as a special assessment against such Member. No Owner may

waive or otherwise escape liability for the assessments for such maintenance by non-use of the Common Areas or abandonment of the right to use the Common Areas.

**C. Street Lighting.** The Association shall have the obligation for maintenance of any street lighting facilities from the date of recording this Declaration or from the date of installation of the street lighting, whichever occurs first. Maintenance of the street lighting fixtures shall include the fixtures within the Common Areas and shall further extend to payment for electricity consumed in the illumination of such lights.

**D. Material Alterations.** The Association, through the actions of the Board of Directors, may make minor and insubstantial alterations, changes, or improvements to the Common Areas; however, no such alteration, change, or improvement shall materially vary or change the function, use, or appearance of the Common Areas without the prior approval of at least seventy-five percent (75%) of all Members.

**Section 7. Lot Maintenance.** The Association shall maintain the trees, shrubbery, grass and other landscaping on each Lot, in an orderly and attractive manner and consistent with the general appearance of the Properties. The Association's responsibility for lot maintenance shall include, but not be limited to, the periodic mowing, pruning, trimming, fertilizing, and weed/pest control of the trees, shrubbery, grass, and other landscaping on each Lot. The minimum (though not sole) standard for the foregoing shall be the general appearance of the Properties 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 Lot Owner shall be responsible for all costs and expenses associated with the removal, disposal, purchase, installation, and replacement of any sod, tree, bush, hedge, shrub, or planting (including flowers, flowering plants, or groundcover). In addition, each Owner shall be responsible for maintaining any upgrade in the landscaping, on their Lot in the same manner and at the 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. No tree shall be removed by a Lot Owner unless the tree is diseased, damaged, or dead and the removal of such tree is approved in advance by the Board of Directors or ACB. Trees that are found to be infected with a communicable disease will be removed by the Association. All costs and expenses associated with the purchase and installation of a replacement tree located on an Owner's Lot shall be the responsibility of the Lot Owner.



**Section 8. Maintenance of Residence Exterior.** Each Owner shall maintain all structures located on their Lot in a neat, orderly and attractive manner and consistent with the general appearance of the Properties; 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 consistency with the general appearance of the Properties 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 Board of Directors).

The Association shall provide pressure washing to exterior driveways and exterior walkways on a yearly basis. The Association shall also provide remedial cleaning of the roofs, exterior house painting to the exterior wall surfaces, exterior wood surfaces and exterior trim of each unit on all lots within the Properties pursuant to a six (6) year revolving schedule (commencing January 1, 2015.) adopted by the Board of Directors. Commencing January 1, 2015 remedial cleaning of the roofs of the homes shall be performed by the Association on or about thirty (30) to thirty-six (36) months after the home is painted. If it is necessary to remove any screens or items of personal property to access the Residence for the purpose of performing the Association's obligations hereunder, including without limitation, painting, cleaning, or pressure washing, the cost for said removal and replacement (where necessary) shall be borne by the Lot Owner. In addition, each Lot Owner shall remove and/or protect special exterior features and equipment, trellises, vines, plants (including creeping or trailing plants), and like fixtures prior to the performance of any maintenance service provided by the Association and shall hold the Association harmless for any damage or loss suffered by such Lot Owner.

The Association shall also be responsible for the adjustment, repair, and replacement of the irrigation time clock affixed to each residence. Each irrigation time clock is the property of the Association. No one (other than an authorized representative of the Association) shall adjust, repair, or replace such time clock. Each Lot Owner shall ensure that the irrigation time clock affixed to such Lot Owner's residence is not tampered with in any manner and shall be responsible for all costs and expenses incurred by the Association which are in any way related to the unauthorized or improper use of such time clock.

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 9. Rules and Regulations.** The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this

Declaration. Sanctions may include, without limitation, suspension of rights to use Common Areas, facilities, and services, reasonable monetary fines, which shall be levied and collected as a Special Assessment as provided in this Declaration, and suspension of the right to vote unless prohibited by statute. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the Bylaws of the Association. In addition, the Association, through the Board may, by contract or other agreement, enforce court ordinances or permit Palm Beach County to enforce ordinances on the Properties for the benefit of the Association and its Members.

## ARTICLE IV

### ARCHITECTURAL CONTROL

**Section 1. Architectural Control Board ("ACB") shall become a standing committee of the Association.** The ACB shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this Section and other provisions of this Declaration. The ACB shall consist of three members and such members shall be designated by the Directors of the Association. In the event of death, disability, removal, or resignation of any member of the ACB, the Board of Directors shall have full authority to designate a successor. The members of Architectural Control Board ("ACB") shall serve at the will of the Board, and may be removed by Board of Directors at any time, with or without cause. The members of the ACB need not be members of the Association and shall not be entitled to any compensation for services performed pursuant to this Section. A majority of the ACB may take any action the ACB is empowered to take, may designate a representative to act for the ACB and may employ personnel and consultants with prior Board approval to act for it.

**Section 2. Owner to Obtain Approval.** No Owner shall make, install, place, or remove any building, fence, screen enclosure, porch, wall, patio area, pool, spa, landscaping and planting or any other alteration, addition, improvement, or change of any kind or nature to, in or upon any portion of the Common Areas or the Owner's Lot, unless the Owner first obtains the written approval of the ACB to do same, except that such approval shall not be required for any maintenance or repair which does not result in a material change in any improvement including the color of same.

**Section 3. ACB's Consent.** Any request by an Owner for approval by the ACB to any addition, alteration, improvement, or change shall be in writing and shall be accompanied by plans and specifications or other details as the ACB may deem reasonably necessary in connection with its determination as to whether or not it will approve same. Approval of any

request shall not be unreasonably withheld, and shall not be withheld in a discriminatory manner or in a manner which unreasonably prohibits the reasonable development of any Lot but may be withheld due to aesthetic considerations. Notwithstanding the foregoing, the ACB may withhold approval for upgraded landscaping to be installed by an Owner within that portion of their Lot to be maintained by the ACB solely due to maintenance and related considerations, and the ACB may withhold approval for construction of swimming pools due to nuisance and related considerations (such as the likelihood of interference with other residents of the Properties during construction). The ACB shall notify the Owner of its approval or disapproval by written notice within thirty (30) days after request for such consent is made in writing to the ACB, and in the event the ACB fails to disapprove any request within such thirty (30) day period, the consent shall be deemed approved and upon request the ACB shall give written notice of such approval. In consenting to any plans or specifications, the ACB may condition such consent upon changes being made. If the ACB consents to any plan and specifications, the Owner may proceed to make the alteration, addition, improvement, or change in strict conformance with the plans and specifications approved by the ACB, and subject to any conditions of the ACB's approval.

**Section 4. No Liability.** Neither the ACB, the Association, nor the Board of Directors shall be liable to any Owner in connection with the approval or disapproval of any alteration, addition, improvement, or change. Furthermore, any approval of any plans or specifications by the ACB, the Association, or the Board of Directors shall be deemed to be a determination that such plans or specifications are complete or do not contain defects, or in fact meet any standards, guidelines and/or criteria of the ACB, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and neither the ACB, the Association, nor the Board of Directors shall be liable for any deficiency, or any injury resulting from any deficiency, in such plans and specifications.

**Section 5. Remedy for Violations.** In the event this section is violated in that any alteration, addition, improvement, or change is made without first obtaining the approval of the ACB or is not made in strict conformance with any approval granted by the ACB, the ACB and/or the Board of Directors, the Association shall specifically have the right to demand that an Owner stop, remove and/or alter any alteration, addition, improvement or change in a manner which complies with the requirements of the ACB, and the Association may pursue injunctive relief or any other legal or equitable remedy available to the Association in order to accomplish such purposes. The foregoing shall be in addition to any other remedy set forth herein for violations in this Declaration.

**Section 6. Rights of Master Association.** Notwithstanding anything to the contrary herein, nothing contained in this Article IV of this Declaration shall be construed in such a manner as to limit the rights of the Master Association more particularly described in the Master

Declaration, and the ACB shall accept any right and/or responsibilities delegated to it by the Master Association as required by the Master Declaration.

## **ARTICLE V**

### **ASSOCIATION – COVENANT FOR MAINTENANCE ASSESSMENTS**

#### **Section 1. Creation of the Lien and Personal Obligation for the Assessments.**

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, shall be deemed to covenant and agree to pay to the Association annual, General Assessments for general expenses as outlined in Section 2 hereof, and Special Assessments as provided in Section 4 hereof, such assessments to be fixed, established and collected from time to time as hereinafter provided. The General and Special Assessments, together with such late fees and interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such Assessment is made and shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The Association's lien is effective from and shall relate back to the date on which the original Declaration of Restrictions and Protective Covenants for Greenbriar of Wycliffe was recorded in the Public Records of Palm Beach County.

**Section 2. Purpose of Assessments.** The General Assessments levied by the Association shall be used exclusively for the general expenses of the Association. General expenses are any and all charges for the maintenance of the Common Areas, residence exterior and Lot maintenance (except that specifically requested by an Owner) as provided in Article III, and expenses related with operating the Association for the Members of the Association and their families residing with them, and their guests and tenants, including, but not limited to: 1) expenses of administration, maintenance, repair or replacement of the Common Areas; 2) reasonable reserves deemed necessary by the Board of Directors for repair, replacement or addition to the Common Area; 3) and any expenses to promote the health, safety, welfare and recreational opportunities of the members; and, expenses agreed upon as general expenses by the Board of Directors. The Association may, but is not obligated to, obtain the following services and include expenses related thereto as general expenses of the Association: pest control for each residence, cable television and property and homeowners' association management. By a majority vote of the Board of Directors, the Board shall adopt an annual budget for the subsequent fiscal year which shall provide for allocation of expenses in such a manner that the obligations imposed by this Declaration will be met.

**Section 3. Due Dates of General Assessments.** The Board of Directors shall fix the date of commencement and amount of the Assessment against each Lot at least thirty (30) days in advance of the commencement period. The General Assessments shall be payable in advance in quarterly installments on the first day of each quarter (January 1, April 1, July 1, and October 1, respectively) or as otherwise determined by the Board of Directors of the Association.

The amount of the General Assessment may be changed at any time by the Board from that originally adopted or that which is adopted in the future. The Assessment shall be for the calendar year, but the amount of the General Assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months remaining in such calendar year.

**Section 4. Special Assessments.** A Special Assessment may be levied against one or more Lots for the following purposes:

(a) special services to a specific unit or units which services are requested by the Owner(s) thereof pursuant to Section 6 of Article III.

(b) charges for expenses of the Association which are not general expenses but which are attributable to a specific unit or units and which are designated as a special charge.

(c) reimbursement for damages caused by Owner, Owners, their family members, guests, invitees or tenants.

(d) capital improvements relating to the Common Area.

(e) late charges, user fees, fines and penalties.

(f) any other charge which is not a general expense.

(g) any general expense, which exceeds the amount budgeted, or any emergency expense which exceeds the amount of any reserves or other Association funds.

The Board of Directors shall fix the amount and due date of any Special Assessment by resolution, which resolution shall also set forth the Lot or Lots subject to such Assessment.

**Section 5. Reserves.** The budget may reflect reserve funds for deferred maintenance and capital expenditures.

**Section 6. Trust Funds.** The portion of all General Assessments collected by the Association as reserves for future expenses, and the entire amount of all Special Assessments collected for capital improvements shall be held by the Association in trust for the owners of all Lots, as their interest may appear.

**Section 7. Working Capital Fund.** The Association shall establish a Working Capital Fund for operation of the Association, which shall be collected by the Association from each Lot purchaser and/or transferee each time the Lot is conveyed and shall be in an amount equal to three (3) months of the annual assessment for the 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 and/or the time of the transfer or conveyance of each Lot. Amounts paid into the fund are not to be considered as advance payment of regular assessments.

**Section 8. Roster; Certificate.** A roster of the Lots and Assessments applicable thereto shall be kept in the office of the Association and shall be open to inspection by any Owner. The Association shall, upon demand at any time, furnish to any Owner liable for an Assessment a certificate in writing signed by an officer or agent of the Association, setting forth whether such Assessment has been paid as to the Lot owned by the Owner making request therefore. Such certificate shall be conclusive evidence of payment of any Assessment to the Association therein stated to have been paid except as to the Owner. The Association may charge a fee for the preparation of this certificate in such an amount as established by the Board of Directors from time to time.

**Section 9. Collection of Assessments; Effect of Non-Payment of Assessments; The Personal Obligation of the Owner; The Lien; Remedies of the Association.** If any Assessment is not paid within ten (10) days after the due date, the Association shall have the right to charge the default Owner both an administrative late fee in an amount equal to the highest amount allowed by law on each installment of the assessment paid past the date due plus interest at the then highest rate of interest allowable by law from the due date until paid. If there is no due date applicable to any particular Assessment, then the Assessment shall be due ten (10) days after written demand by the Association. If any Owner is in default in the payment of any Assessment owed to the Association for more than thirty (30) days after written demand by the Association, the Association upon written notice to the defaulting Owner shall have the right to accelerate and require such defaulting Owner to pay Assessments to the Association for the next twelve (12) month period, based upon the then existing amount and frequency of Assessments. In the event of such acceleration, the defaulting Owner shall continue to be liable for any increases in the regular Assessments, for all Special Assessments, and/or for all other Assessments payable to the Association. If the Assessments and any late fees and interest are not

paid on the date when due, then such Assessments and any late fees and interest shall become delinquent and shall, together with such interest thereon and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the Owner, the Owner's heirs, devisees, personal representatives, successors and assigns. Any individual who acquires title to a Lot upon the death of an Owner or by operation of law shall be personally liable for unpaid Assessments and late fees with respect to such Lot. In any voluntary conveyance, the Grantee shall be jointly and severally liable with the Grantor for all unpaid Assessments made prior to the time of such voluntary conveyance, without prejudice to the rights of the Grantee to recover from the Grantor the amounts paid by the Grantee therefor.

The Association may bring an action at law against the Owner personally obligated to pay the same and may record a claim of lien against the property on which the Assessment and late fees are unpaid, and foreclose the lien against the property on which the Assessment and late fee are unpaid, in like manner as a foreclosure of a mortgage on real property, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such Assessment and the Association may recover any interest, late charges, costs, and reasonable attorney's fees in such lien foreclosure action and/or in an action to recover a money judgment for the unpaid assessments and the Association shall be entitled to attorney's fees in connection with any appeal of any such action.

It shall be the legal duty and responsibility of the Association to enforce payment of the Assessments and late fees hereunder. The Board of Directors may however compromise claims if it believes that to do so will be in the best interest of the Association.

**Section 10. Application of Payments.** Any partial payments that are received will be applied by the Association as provided for by statute, or applied first to accrued interest, then to any late fees, then to any costs and reasonable attorney's fees incurred in collection, and then to the most delinquent assessment.

**Section 11. Subordination of the Lien to First Mortgages.** An Owner regardless of how his or her title to property has been acquired, including by purchase at a foreclosure sale or a deed in lieu of foreclosure, is liable for all assessments that come due while he/she is the Owner. An Owner is also jointly and severally liable with the previous Owner for all unpaid assessments that came due up to the time of the transfer of title.

**Section 12. Exempt Property.** The Board of Directors shall have the right to exempt property subject to this Declaration from the Assessments, charges and liens created herein if such property is used (and as long as it is used) for any of the following purposes:

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

B. All Common Areas as defined in Article I hereof.

C. All Properties exempt from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

## **ARTICLE VI**

### **EASEMENTS**

**Section 1. Members' Easements.** Each Member of the Association and each tenant, agent and invitee of such Member shall have a permanent and perpetual easement for ingress and egress for pedestrian and vehicular traffic over and across the walkways, driveways and roads from time to time laid out on the Common Areas, for use in common with all such Members, their tenants, agents and invitees. The portion of the Common Areas not used, from time to time, for walkways and/or driveways or lakes shall be for the common use and enjoyment of the Members of the Association and each Member shall have a permanent and perpetual easement for pedestrian traffic across all such portions of such tracts and for the use of same in such manner as may be regulated by the Association. The foregoing easements are subject to the following:

(a) The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas and facilities in compliance with the provisions of this Declaration and with any restrictions on the various plats of the Properties from time to time recorded.

(b) The right of the Association to suspend the voting rights and right to use the Common Areas, facilities, and services by an Owner, Tenant, Guest, or Invitee for any period during which any assessment against their Lot remains unpaid; and for any infraction of its lawfully adopted and published rules and regulations.

(c) The right of the Association to adopt and enforce rules and regulations governing the use of the properties, including but not limited to, Common Areas and all facilities at any time situated thereon.



The right of an Owner to the use and enjoyment of the Common Areas and facilities thereon shall extend to the Owner's immediate family who currently reside with the Owner, subject to regulations from time to time adopted by the Association in its lawfully adopted and published rules and regulations.

**Section 2. Easements Appurtenant.** The easements provided in Section 1 shall be appurtenant to and shall pass with the title in each Lot.

**Section 3. Utility Easements.** Public utilities may be installed underground in the Common Areas when necessary for the service of the Properties, but all use of utility easements shall be in accordance with the applicable provisions of this Declaration.

A right and easement for utility services as originally installed by the Developer to each Lot is hereby established in favor of the providers of electric service, water, telephone and cable television. No Owner shall take any action which would in any way interfere with this easement. Any Owner who damages or interferes with such utility service or services shall promptly, at the Owner's expense, repair or correct any such utility service or services.

**Section 4. Public Easements.** Firefighters, police, health, sanitation and other public service and utility providers' personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Properties.

**Section 5. Easements for Encroachment.** As to improvements originally constructed by the Developer, there shall be reciprocal appurtenant easements of encroachment as between each residence and such portion or of the Common Area adjacent thereto or as between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than one (1) foot, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Area or as between said adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner, tenant, or the Association.

**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 Properties and to grant access easements and to relocate any existing access easements in any portion of the Properties as the Association shall deem necessary or desirable, for the proper operation and maintenance of the Properties, 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 Easement.** 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 rights, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours of any day. In the event of an emergency, such right of entry shall exist without notice on any day. 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 exterior maintenance and the privacy wall maintenance or construction, as otherwise provided herein. In addition, the owner of the adjoining property (not within the Properties) 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.

**Section 8. Construction Easement.** Each Lot and the Common Area is hereby subjected to a permanent easement appurtenant to any adjoining Lot to permit the construction, existence, maintenance, repair and restoration of structures located on such adjoining Lot, provided that the construction of such structure is permitted and approved as elsewhere herein provided. The owner of the dominant tenement shall have the right, at all reasonable times, to enter the easement area in order to construct improvements, and to maintain, repair and restore any improvements located on the dominant tenement, provided, however that such entry shall be allowed only during daylight hours and with the prior knowledge of the owner of the servient tenement. In case of emergency, such right of entry shall be immediate, not restricted as to time and not be conditioned upon prior knowledge of the owner of the servient tenement. The owner of the servient tenement shall not place any improvements, material or obstacle in or over the easement area on the servient tenement which would unreasonably interfere with the rights of the owner of the dominant tenement granted by this Section. Any such improvement, material or obstacle shall be promptly removed by the owner of the servient tenement at that owner's expense when requested by the owner of the dominant tenement notwithstanding any lapse of time since such improvement, material or other obstacle was placed in or over the easement area. In the event an Owner fails to move such improvement, material or obstacle, then the Association may remove same and the expense of such removal shall be charged to the Owner as an assessment.

**Section 9. Zero-Lot-Line Easement.** If a residence is constructed within one (1) foot of the side Lot line of any Lot, the Owner of the adjoining Lot shall have the right to use the face of the wall facing said adjoining Lot for purposes approved by the Association. Said approval shall be in writing and shall be in the form approved by the Association. Notwithstanding the foregoing, the Owner of the adjoining Lot shall have the right to use the top of the wall or the face of the wall facing the adjoining Lot in order to attach and secure the screen enclosure for the adjoining Lot. Screen enclosures installed by the Owner must be approved in writing by the Association prior to installation.

In order to allow the Owner of any residence which is located within one (1) foot of the side Lot line of any Lot to maintain the wall facing the adjoining Lot, said Owner shall have an easement over such adjoining Lot, with the right to ingress and egress during reasonable times of day, for the purpose of maintaining and repairing the wall facing said adjoining Lot.

There shall also be a three foot (3') easement for under-ground footings, roof eaves, overhangs, gutters, other protrusions, and underground pipelines over said adjoining Lot. The easements created in this section shall be permanent, perpetual and exclusive to the Owners involved.

**Section 10. Master Association Easement.** In the event the Association, for whatever reason, fails to fulfill its maintenance obligations pursuant to Article III of the Declaration, then the Master Association is hereby authorized to maintain the Common Areas and Lots in accordance with the provisions of this Declaration upon approval of the Master Association Board of Directors. If such approval is granted, the Master Association is herein granted a non-exclusive, perpetual easement over the Properties to perform such maintenance obligations and to conduct such maintenance activities as may be required by the Master Declaration. The Master Association shall have the right pursuant to the Master Declaration to assess the Association for the Master Association's costs in performing such maintenance and shall be entitled to lien the common areas for the non-payment of same.

**Section 11. Drainage Easement.** Each Lot at the Property shall be subject to a surface water drainage easement in favor of all of the others Lots at the Property and the Association.

**Section 12. Golf Course Easement.** Association reserves for itself, its successors, assigns and designees 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 limited to 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.

## **ARTICLE VII**

### **GENERAL RESTRICTIVE COVENANTS**

**Section 1. Applicability.** The provisions of this Article shall be applicable to all Lots situated within the Properties.

**Section 2. Land Use.** No Lot shall be used except for residential purposes. Temporary uses for model homes, parking lots, construction trailer, construction storage areas and/or sales offices may be permitted with the approval of the Board of Directors.

**Section 3. Change in Buildings.** No Owner shall make or permit any structural modification or alteration of any building except as per Article IV herein, and such consent may be withheld if, in the sole discretion of the party denying the same, it appears that such structural modification or alteration would adversely affect or in any manner endanger other dwelling units or Owners. No building shall be demolished or removed without the prior written consent of both the Board of Directors of the Association and Owner(s) of the immediately adjoining building(s). In the event any building is demolished or removed, said building shall be replaced with a unit of similar size and type within twelve (12) months.

**Section 4. Building Location.** Buildings shall be located in conformance with the Zoning Code of the County of Palm Beach, Florida and any specific zoning approvals thereunder, or as originally constructed on a Lot by Developer or its successor or assignee. Whenever a variance or special exception as to building location or other item has been granted by the authority designated to do so under the Zoning Code, said variance or special exception is hereby adopted as an amendment to this Section and any future variance of special exception as to building location or other item shall constitute an amendment of this Section.

**Section 5. Landscaping of Easements.** In addition to the easements reserved herein, easements for drainage, installation and maintenance of utilities and for ingress and egress are shown on the recorded plat(s) of the properties. Within these easements no structure, planting or other materials may be placed or permitted to remain that will interfere with vehicular traffic or

prevent maintenance of utilities. Public utility companies servicing the Properties and the Association, and their successors and assigns, shall have a perpetual easement for the installation and maintenance of water lines, sprinkler lines, sanitary sewers, storm drains, gas lines, electric and telephone lines, cables and conduits, including television cables and conduits and such other installations as may be required or necessary to provide maintenance and utility services to the Lots and/or the Common Areas under and through the utility easements as shown on the plat(s). Any damage caused to pavement, driveways, drainage structures, sidewalks, other structures, or landscaping in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or maintenance caused the damage. All utilities within the subdivisions, whether in streets, rights-of-way or utility easements, shall be installed and maintained underground, provided, however, that water and sewer treatment facilities and control panels for utilities may be installed and maintained above ground.

**Section 6. Nuisances.** No noxious or illegal activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or any other Lot Owner. In the event of any question as to what may be or become a nuisance, such question shall be submitted to the Association for a decision in writing, which decision shall be final. In addition, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot. No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain on any Lot; and in the event that an Owner shall fail or refuse to keep their Lot free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the Association may enter upon said premises and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass. Except on days of collection, all garbage, trash, and recycling containers must be placed in walled-in or concealed areas so that they shall not be visible from the street or from adjoining Properties.

**Section 7. Temporary Structures.** No structure of a temporary character, or trailer, tent, mobile home or recreational vehicle shall be permitted on any Lot either temporarily or permanently except with the approval of the Board of Directors.

**Section 8. Signs.** Except for one sign of not more than one square foot used to indicate the name of the resident or of reasonable size provided by a contractor for security services placed within ten (10) feet of the entrance to the home, no "for rent", "for sale" or other sign of any kind shall be displayed to the public view on the Properties, without the prior consent of the ACB. Additionally, the Association may erect on the Common Areas an entrance sign indicating the name of the community.

**Section 9. Oil and Mining Operations.** No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in the

Properties nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions.

**Section 10 Animals and Pets.** Owners may keep as pets companion pets such as birds, domesticated cats, fish, dogs and other small mammals. Owners may not keep a number of pets which the Association, in its sole and absolute discretion, shall deem excessive. No Owner may keep exotic cats, non-human primates, horses, fowl, reptiles or other farm livestock or zoo type animals on the Properties. The keeping of a dog or other domestic pet is not a right of an Owner, but is a conditional license. This conditional license is subject to termination at any time by the Board of Directors upon a finding that a dog or other pet is vicious, is annoying to other residents, or has in any way become a nuisance. The owner of a pet assumes liability for all damage to persons or property caused by the pet or resulting from its presence at the Properties.

This license is subject to the following conditions:

(a) Pets shall be kept on a leash at all times when outside a building and not enclosed within a fenced-in area.

(b) Pets are permitted to have excrements upon the Common Areas provided that the Owner shall immediately remove such excrement from the Common Areas with a "Pooper-Scooper" or other appropriate tool and deposit said waste in the dog owner's or a public trash receptacle designated for that purpose.

(c) The owner of a pet shall be responsible, and by virtue of ownership, assumes responsibility for any damage to persons or property caused by such pet(s).

(d) Any pet whose owner violates the provisions and intent of these rules shall be deemed a nuisance and subject to removal in accordance with the provisions of this Declaration.

**Section 11. Visibility at Intersections.** No obstruction to visibility at street intersections shall be permitted.

**Section 12. Commercial Trucks, Trailers, Campers and Boats.** No commercial trucks or commercial vehicles, campers, mobile homes, motorhomes, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored at any place on any Lot, except only during the periods of approved construction on said Lot, and

except that they may be stored within garages. The term "commercial vehicle" shall include all automobiles, trucks and vehicular equipment, including station wagons, which bear signs or shall have printed on same some reference to any commercial undertaking or enterprise, or vehicles of more than six feet (6') in height. This prohibition of parking shall not apply during daylight hours to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other commercial services or for the provision of medical services or assistance.

**Section 13. Fences.** No fence, wall or other structure shall be erected in the front yard, back yard, or side yard except as originally installed by Developer or its assignee or without the written approval of the ACB.

**Section 14. Garbage and Trash Disposal.** No garbage, refuse, trash or rubbish shall be deposited on any Lot except in a concealed or walled in area; provided, however, that the requirements from time to time of the County of Palm Beach for disposal or collection shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All garbage placed out for collection must be in sealed garbage bags, covered plastic garbage cans, or such other containers supplied or approved by the garbage collecting authority. Garbage may be put out no earlier than the night before trash pickup and all cans must be put away on the same day when collection occurs.

**Section 15. Drying Areas.** Drying areas will be permitted only in locations approved by the Architectural Control Board and only when protected from view by screening or fencing approved by the Architectural Control Board. The Architectural Control Board may enact reasonable regulations that do not have the effect of prohibiting drying areas or clotheslines on any Lot. No absolute prohibition of outside clotheslines or drying areas shall be permitted.

**Section 16. Gas Containers.** No gas tank, gas container, or gas cylinder (except those placed by the Developer or approved by the ACB in connection with the installation of swimming pools, backup generators, and/or permanent barbecues, and except those used for portable barbecues) shall be permitted to be placed on or about the outside of any house or any ancillary building, and all such items (except those placed by the Developer in connection with the installation of swimming pools, backup generators, and/or permanent barbecues, and except those used for portable barbecues) shall be installed underground in every instance where gas is used. In the alternative, gas containers may be placed above ground if enclosed on all sides by a decorative safety wall approved by the ACB. Portable barbecues must be located or screened so as to be concealed from view of the neighboring Lots, streets and property located adjacent to the Lot. For purposes of this Section, the term "gas" shall be defined as liquefied petroleum gas (LPG).

**Section 17. Communication Equipment.** Except as may be installed in accordance with the ACB guidelines or guidelines promulgated by the Board of Directors, no antennas, satellite dishes, aerials, or lines, wires or other devices for communication or transmission of current shall be placed on any portion of the Properties. In no event, however, shall lines or wires for communication or the transmission of current be constructed, placed, or permitted to be placed within the Common Areas unless the same shall be installed by the Association for the common use of all Members, and shall be protected cables, and any of said lines or wires which are not located in buildings shall be constructed or placed and maintained underground. Any line or wire installations permitted by the Architectural Control Board pursuant to this Section shall be protected cable and shall only be installed underground.

**Section 18. County Requirement.** Any plat or replat of the Properties subject to this Declaration must conform with the master plan as approved by Palm Beach County as well as the applicable site plan as approved by any Site Plan Review Committee thereof.

**Section 19. Drainage.** No change in any drainage pattern of any Lot, after issuance of a certificate of occupancy for the dwelling thereon, or of any portion of the Properties, after all contemplated improvements have been completed, shall be made which will cause undue hardship to an adjoining Lot or adjoining property with respect to natural runoff of rain water. Streets, swales, and any other areas designated as retention areas pursuant to the engineer's drainage plans will retain water during certain storm periods that may extend for a period of time beyond the engineer's design estimate.

**Section 20. Leasing.** No Lot shall be leased more than one (1) time during any twelve (12) month period. All leases shall be for a minimum of three (3) months and shall require Tenant to pay all future monetary obligations under the lease (including rent) directly to the Association upon Tenant's receipt of a written demand from the Association. Each owner shall be required to provide the Association notice prior to the leasing of a unit, which notice shall include a copy of the lease. Each Owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing on the Owner's Lot, and for all guests, and invitees of the Owner or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Areas, or any liability to the Association, the Owner shall be assessed for same as in the case of any other Assessment, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the Association. Furthermore, any violation of any of the provisions of this Declaration, of the Articles, or the Bylaws, by any resident of any Lot, or any guest or invitee of an Owner or any resident of a Lot, shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if such violation was that of the Owner.



With respect to any tenant or any person present on any Lot or any portion of the Properties, other than an Owner and the members of their immediate family permanently residing with him in the Lot, if such person shall materially violate any provision of this Declaration, the Articles, or be a source of annoyance to the residents of the Properties, or shall willfully damage or destroy any Common Areas or personal property of the Association, then upon written notice by the Association, such person shall be required to immediately leave the Properties and if such person does not do so, the Association is authorized to commence an action to evict such tenant or compel the person to leave the Properties and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees may be assessed against the applicable owner, and the Association may collect such Assessment and have a lien for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the Association.

**Section 21. Conveyances.** 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 their intention to sell or lease their 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 Greenbriar of Wycliffe shall be in writing, shall provide for a term of not less than three (3) months, shall require Tenant to pay all future monetary obligations under the lease (including rent) directly to the Association upon Tenant's receipt of a written demand from the Association, 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 Greenbriar of 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 Greenbriar of Wycliffe shall be subject to more than one (1) lease in any twelve-month period. An Owner, by leasing their lot, automatically delegates their right of use and enjoyment of the common areas and facilities to the Owner's lessee and in so doing, the said owner relinquishes their 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 or lease.

**Section 22. Garage Doors.** Garage doors shall be kept closed at all times except when in actual use and during reasonably limited periods when the garage is being cleaned or other activities are being conducted therefrom which reasonably require the doors to be left open.

## **ARTICLE VIII**

### **INSURANCE AND CASUALTY LOSSES**

**Section 1. Insurance.** The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk insurance, if reasonably available, for all insurable improvements on the Common Areas. If blanket all-risk coverage is not reasonable available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred (100%) percent of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

The Board shall also obtain a public liability policy covering the Common Areas, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The Association shall maintain liability insurance

for Bodily Injury and Property Damage with minimum limits of One Million (\$1,000,000.00) dollars per occurrence and Two Million (\$2,000,000.00) dollars in the aggregate.

Premiums for all insurance on the Common Areas shall be common expense of the Association. The policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be responsible for the repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

Cost of insurance coverage obtained by the Association for the Common Areas shall be included in the General Assessment, as provided in Article IV.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as Trustee for the respective benefitted parties, as further identified in (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in Florida which holds a Best's rating of A or better and is assigned a financial size category of XI or larger as established by A.M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating.

(b) All policies on the Common Areas shall be for the benefit of the Owners and their Mortgagees as their interests may appear.

(c) Exclusive authority to adjust losses under policies in force on the Properties obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their mortgagees.

(e) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Palm Beach County, Florida, area.

(f) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

i. a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners, and their respective tenants, servants, agents, and guests;

ii. that no policy may be cancelled, invalidated or suspended on account of any one or more individual Owners;

iii. that no policy may be cancelled, invalidated, or suspended on account of the conduct of any Director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or mortgagee;

iv. that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

v. that no policy may be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association.

(g) The Association's Board of Directors may, in their discretion, obtain such other types of insurance for the Association as they deem necessary.

In addition to the other insurance required by this section, the Board of Directors shall obtain, as a common expense, worker's compensation insurance, if and to the extent necessary, and a fidelity bond or bonds on Directors, officers, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined in the Directors' best business judgment but may not be less than three (3) months assessments, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of person serving without compensation and may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association.

**Section 2. Individual Insurance.** By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance on the Lot(s) and structures constructed thereon as provided for in Section 1 of this Article. Each Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less

than total destruction of structures comprising the Owner's Lot, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction, and the Owner shall pay the costs of any repair or reconstruction which are not covered by insurance proceeds. In the event that the structure is totally destroyed, the Owner may decide not to rebuild or to reconstruct, in which case the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction, and the Owner shall continue to maintain the Lot in a neat and attractive condition.

**Section 3. Disbursement of Proceeds.** Proceeds of insurance policies shall be disbursed as follows:

(a) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction to the Common Area or, in the event no repair or reconstruction is made, after making such settlement as is necessary and appropriate with the affected Owner or Owners and their mortgagee(s) as their interests may appear, shall be retained by and for the benefit of the Association and placed in the capital reserves account. This is a covenant for the benefit of any mortgagee of a Property and may be enforced by such mortgagee.

**Section 4. Damage and Destruction.**

(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of the Association, the Board of Directors, or its duly authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Properties. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Properties to substantially the same condition in which they existed prior to the fire or other casualty.

(b) Any damage or destruction to the Common Areas shall be repaired or reconstructed unless at least seventy-five (75%) percent of the total vote of the Association shall decide, within sixty (60) days after the casualty, not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty

(60) days. No mortgagee shall have the right to participate in the determination of whether the Common Areas' damage or destruction shall be repaired or reconstructed.

**Section 5. Repair and Reconstruction.** If the damage or destruction to the Common Areas for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special assessment against all Owners on the same basis as provided for assessments. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

## ARTICLE IX

### CENTRAL CABLE TELECOMMUNICATIONS AND ELECTRONIC MONITORING SYSTEMS

**Section 1. Ownership and Use.** Association reserves and retains to itself, its successors and assigns:

(a) The title of any central cable telecommunication receiving and distribution system and any electronic monitoring system which Developer installs or causes to be installed, and any improvements and modifications thereof within Greenbriar of Wycliffe, together with a perpetual easement for the placement and location thereof, including, without limitation, conduits, wires, amplifiers, towers, antennae and related apparatus and equipment; and

(b) A perpetual easement for ingress and egress from Greenbriar of Wycliffe Homeowners' Association, Inc. to service, maintain, install, repair and replace the aforesaid apparatus and equipment; and

(c) The right to connect the central telecommunications and electronic monitoring system to such receiving sources as Association may in its sole discretion deem appropriate, including without limitation, companies licensed to provide the cable TV, security and/or electronic monitoring service in Palm Beach County, Florida, for which service Association, its successors and assigns shall have the right to charge every Owner a reasonable fee, not to exceed the maximum allowable charge for such services as from time to time may be defined by the laws and ordinances of Palm Beach County, Florida. The provisions of this subsection (c) shall not, however, be applicable to any property which is the subject of this Declaration which is hereinafter owned in fee simple by any cable TV or monitoring company or any of its subsidiary corporations, or any successor in title to any such property; and

(d) The right to empower a licensee or franchisee to provide exclusive cable telecommunication, internet, security and/or electronic monitoring services within Greenbriar of Wycliffe, to enter into an exclusive agreement with such licensee or franchisee, and to collect such license or franchise fees in connection therewith as the Association may, in its sole discretion, deem appropriate. A specified monthly charge (the "Base Assessment") shall be assessed to each Lot for the fees charged to the Association pursuant to any such services. The Association shall assume all obligations under such exclusive agreements for cable TV and/or electronic monitoring services, and all payments shall belong to the Association.

**Section 2. Security Services.** The Association, its successors or assigns or licensees or franchisees and the cable TV or security system operator may enter into contracts for the provision of cable TV and security systems through the central cable telecommunication systems or through other providers of cable TV or security systems. THE ASSOCIATION AND THEIR LICENSEES AND FRANCHISEES, AND THE CABLE TV AND/OR SECURITY SYSTEMS OPERATORS OR PROVIDERS, DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIED, THE MERCHANTABILITY OR FITNESS OF USE OF ANY SUCH SYSTEMS OR SERVICES, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES OR THE CONSEQUENCES OF SUCH OCCURRENCES, WHICH THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR; AND EVERY OWNER OR OCCUPANT OF THE PROPERTY SERVICED BY THE CABLE TV AND ELECTRONIC MONITORING SYSTEMS ACKNOWLEDGES THAT THE ASSOCIATION OR ANY SUCCESSOR, ANY ASSIGNEE OF A LICENSEE OR FRANCHISEE OR THE ASSOCIATION AND THE CABLE TV OR SECURITY SYSTEM OPERATORS OR PROVIDERS, WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES OR INJURIES RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the part of a monitoring service provider to perform any of its obligations with respect to electronic monitoring services, and therefore every Owner or occupant of property receiving security or cable TV services through the central system, through independent cable TV or security systems, through telephone or radio systems or any combination thereof agrees that the Association or any successor, assignee, licensee or franchisee of Association or the Association and the communications system operator assume no liability for loss or damage to property or for personal injury or death to persons due to failure in transmission of an alarm, interruption of electronic monitoring service or failure to respond to an alarm because of (a) any failure of the Owner's security system; (b) any defective or damaged equipment, device, line or circuit; (c) negligence of the electronic monitoring service provider or independent service provider or its officers, agents or employees, or (d) fire, flood, riot, war, act of God or other similar causes beyond the control of the electronic monitoring service provider. EVERY OWNER OR

OCCUPANT OF PROPERTY OBTAINING SECURITY SERVICES THROUGH THE CENTRAL SYSTEM FURTHER AGREES FOR THEMSELF, THEIR GUESTS, INVITEES AND LICENSEES THAT IF ANY LOSS OR DAMAGE SHOULD RESULT FROM A FAILURE OF PERFORMANCE OR OPERATION, OR FROM DEFECTIVE PERFORMANCE OR OPERATION, OR FROM IMPROPER INSTALLATION, MONITORING OR SERVICING OF THE SYSTEM, THE LIABILITY, IF ANY, OF THE ASSOCIATION, ANY LICENSEE OR FRANCHISEE, ANY INDEPENDENT SERVICE PROVIDER, OR THE ASSOCIATION AND THE CABLE SYSTEM OR SECURITY SYSTEM OPERATORS OR PROVIDERS OR THEIR SUCCESSORS OR ASSIGNS, FOR LOSS OR DAMAGE SUSTAINED SHALL BE LIMITED TO A SUM NOT EXCEEDING \$250.00, WHICH LIMITATION SHALL APPLY NOTWITHSTANDING THAT THE LOSS OR DAMAGE RESULTS DIRECTLY OR INDIRECTLY FROM NEGLIGENT PERFORMANCE OR NON-PERFORMANCE BY ANY OFFICER, AGENT OR EMPLOYEE OF THE ASSOCIATION, THE ASSOCIATION OR ANY LICENSEE OR FRANCHISEE, SUCCESSOR OR ASSIGN, ASSOCIATION OR THE CABLE SYSTEM OR SECURITY SYSTEM OPERATORS. FURTHER, IN NO EVENT WILL THE ASSOCIATION, THE CABLE SYSTEM OR SECURITY SYSTEM OPERATORS OR PROVIDERS OR THEIR SUCCESSORS OR ASSIGNS BE LIABLE FOR CONSEQUENTIAL DAMAGES, WRONGFUL DEATH, PERSONAL INJURY OR COMMERCIAL LOSS.

## **ARTICLE X**

### **MORTGAGEES' RIGHTS**

The following provisions are for the benefit of holders, insurers, or guarantors of first mortgages on Lots in the Properties.

**Section 1. Notices of Action.** An Institutional holder, insurer, or guarantor of a first mortgage, who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Lot number), therefore becoming an "eligible holder") will be entitled to timely written notice of:

(1) any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Lot on which there is a first mortgage held, insured, or guaranteed by such eligible holder;

(2) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the mortgage of such eligible holder, insurer, guarantor, where such



delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Lot of any obligation under the Declaration or Bylaws of the Association which is not cured within sixty (60) days;

(3) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or

(4) any proposed action which would require the consent of a specified percentage of eligible holders.

**Section 2. No Priority.** No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

**Section 3. Notice to Association.** Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any mortgage encumbering such Owner's Lot.

**Section 4. Applicability of Article X.** Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws or Florida law for any of the acts set out in this Article.

**Section 5. Failure of Mortgagee to Respond.** Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request.

## ARTICLE XI

### MASTER ASSOCIATION

**Section 1. Ownership in Country Club.** By taking title to a Lot, each Owner becomes subject to the terms and conditions of the Master Declaration. Among other things, that document provides that an Owner shall become a member of the Master Association; 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

Master Association and the Wycliffe Golf and Country Club. In the event of any conflict in the terms and conditions of this Declaration and the Master Declaration, the Master Declaration shall control.

**Section 2. Membership in the Master Association.** In accordance with the provisions of the Articles of Incorporation of Wycliffe Community Association, Inc., all Owners shall be members in the Master Association. All references in this Declaration to the Master Association shall be deemed to include its successors and assigns.

**Section 3. Notice to the Master Association.** 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 promptly forwarded to the Master Association.

**Section 4. Cooperation with the Master Association.** Upon request by and agreement with the Master Association, the Association shall bill and collect assessments for the Master Association. Further, the Association shall keep a current list of all Owners and mortgagees, with appropriate mailing addresses, and supply the same to the Master Association within five (5) days of notice from either.

**Section 5. Master Association Assessments and Lien Rights.** The Master Association, through its Board of Directors, shall have the power and authority to make and collect assessments as provided for in the Master Declaration. If any assessment is not paid when due, it shall then become delinquent and shall bear interest at the maximum rate allowed by Florida law, from the date when due until paid. The assessment, together with interest therein and the cost continuing thereof, including attorneys' fees, shall be a continuing lien against the Lot which the assessment is made and may be foreclosed in the manner provided in the Master Declaration.

**Section 6. Voting Representative.** The President of the Association or such alternate representative as determined by the Board of Directors shall also serve as the voting representative to the Master Association and shall cast all votes attributable to the Lots within Greenbriar of Wycliffe on all Master Association matters requiring a membership vote.

## ARTICLE XII

### GENERAL PROVISIONS

**Section 1. Duration.** The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to this Declaration, and their assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of two-thirds of the Lots and an instrument signed by the then Mortgagees of two-thirds of the mortgaged Lots have been recorded, agreeing to change or terminate said covenants and restrictions in whole or in part.

**Section 2. Notice.** Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed (postpaid), transmitted by way of email, facsimile, telecopy, or sent by overnight courier, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

**Section 3. Enforcement.** Enforcement of these covenants and restrictions as well as the Articles of Incorporation, Bylaws and any Rules and Regulations as promulgated from time to time shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restrictions either to restrain the violation and/or to recover damages, and against the land to enforce any lien created by these covenants and failure by the Developer, 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. The Association is hereby empowered to adopt reasonable rules and regulations for the imposition of fines to be levied against any Owner for failure to comply with the terms of this Declaration or rules and regulations of the Association. Any rule or regulation subjecting any Owner to fines shall include provisions for notice, hearing, appeal and fines. Fines shall constitute an assessment due to the Association and upon failure to pay such fine within the period prescribed by the Association shall become a charge and continuing lien upon the Owner's lot.

**Section 4. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**Section 5. Amendment.** This Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing fifty (50) percent

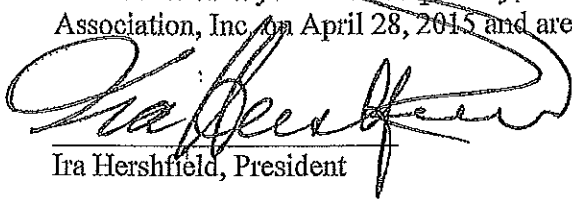
of the total votes of the Association. Any Amendment must be recorded in the Public Records of Palm Beach County, Florida.

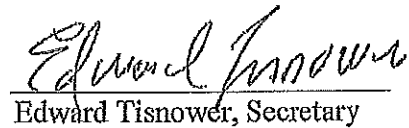
**Section 6. Effective Date.** This Declaration shall become effective upon its recordation in the Palm Beach County Public Records.

**Section 7. Governing Laws.** The terms and conditions contained in this Declaration, the Articles of Incorporation, and ByLaws of Greenbriar of Wycliffe Homeowners' Association, Inc. shall be construed in accordance with and governed by the laws of the state of Florida as amended from time to time.

EXECUTED the date first above written.

I/we, Ira Hershfield and Edward Tisnowar, as President and Secretary, respectively, of Greenbriar of Wycliffe Homeowners' Association, Inc., hereby certify that the foregoing constitutes the Restatement of the Declaration of Restrictions and Protective Covenants for Greenbriar of Wycliffe as adopted by the Membership of Greenbriar of Wycliffe Homeowners' Association, Inc. on April 28, 2015 and are in full force and effect on this 30<sup>th</sup> day of June, 2015.

  
Ira Hershfield, President

  
Edward Tisnowar, Secretary

**Exhibit "A"**  
**to the**  
**Restatement of the**  
**Declaration of Restrictions and Protective Covenants**  
**for Greenbriar of Wycliffe**

Property Subject to Declaration

All of the plat of WYCLIFFE TRACT "G", as recorded in Plat Book 70, Pages 105-109 inclusive, of the Public Records of Palm Beach County, Florida.

**Exhibit "B"**  
**to the**  
**Restatement of the**  
**Declaration of Restrictions and Protective Covenants**  
**for Greenbriar of Wycliffe**

Description of Common Areas

Tracts "O-1", "O-2", "O-3", "O-4", "O-5", "R-1", "R-2", "A", "B", of the plat of WYCLIFFE TRACT "G", as recorded in Plat Book 70, Pages 105-109 inclusive, of the Public Records of Palm Beach County, Florida.