

EXHIBIT "A"

**AMENDMENT
TO THE
AMENDED AND RESTATED DECLARATION OF
RESTRICTIONS AND PROTECTIVE COVENANTS
FOR KENSINGTON**

The Amended and Restated Declaration of Restrictions and Protective Covenants for Kensington is recorded in Official Record Book 12455, at Page 677, in the Public Records of Palm Beach County.

As indicated herein, words double-underlined are added and words ~~struck through~~ are deleted.

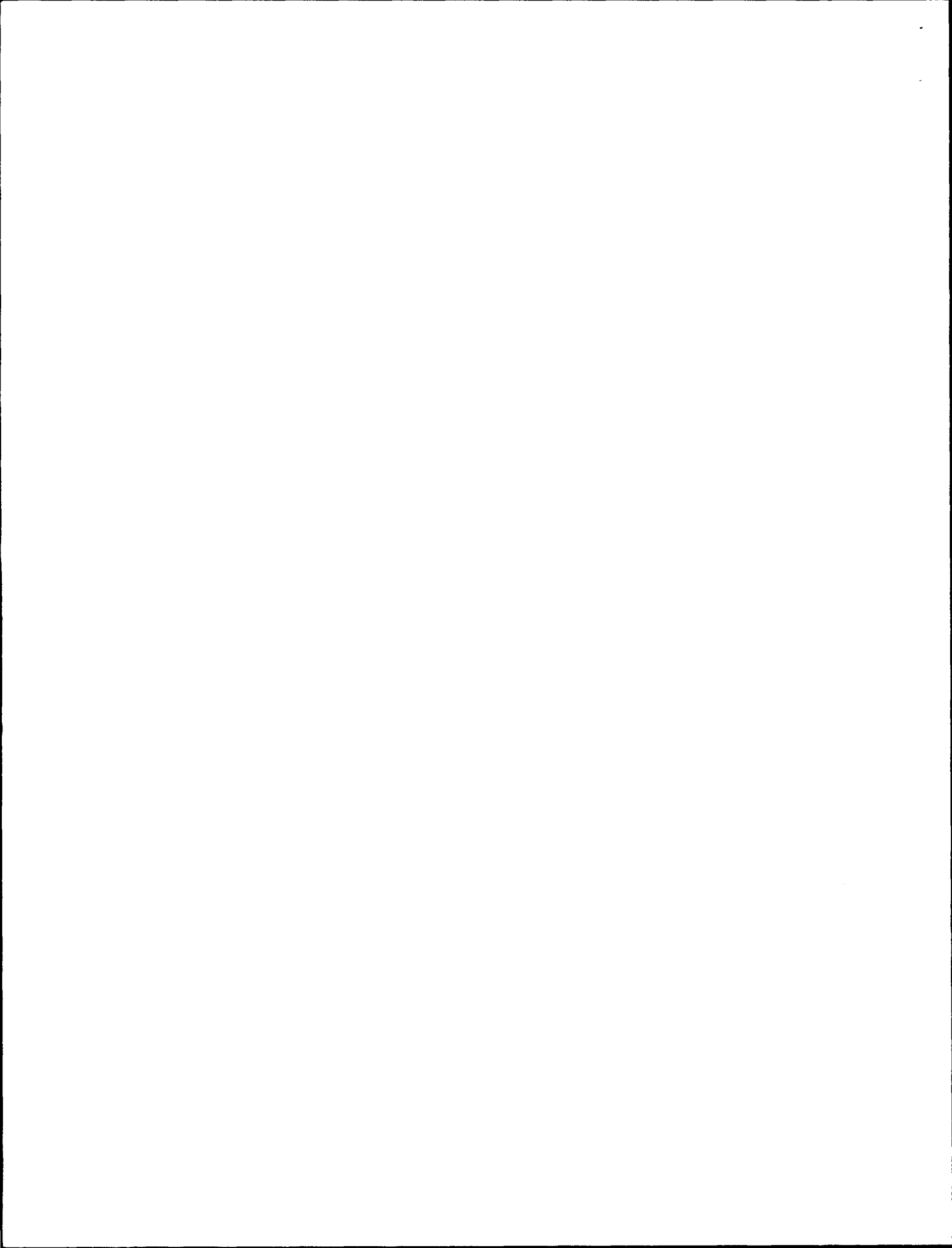
Item 1: Article VII, Section 3, entitled Sanctions, shall be amended as follows:

Section 3. Sanctions and Fines. The Association, through its Board of Directors, may impose sanctions including, without limitation, reasonable monetary fines not to exceed \$100 per violation, against any member or any tenant, guest, or invitee ~~which shall constitute a lien upon the owner's Lot or Lots, for failure by an owner or its family members, tenants, guest or invitees to comply with the terms and provisions of this Declaration, the Articles of Incorporation, the Bylaws and/or any Rules or Regulations adopted pursuant thereto.~~ A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$1000 in the aggregate. ~~Imposition of sanctions shall be subject to reasonable notice and hearing rights adopted by the Association from time to time.~~ Additionally, the Association may suspend the voting rights of a member for the non payment of regular annual assessments that are delinquent in excess of ninety (90) days.

A fine or suspension may not be imposed without notice of at least 14 days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three members appointed by the board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director, or employee. If the committee by a majority vote, does not approve a proposed fine or suspension, it may not be imposed.

Notwithstanding the foregoing, fines and suspensions shall be levied in accordance with Chapter 720, Florida Statutes, as amended from time to time.

Item 2: Article VI, Section 19, entitled Conveyances, shall be amended as follows:



Section 19. Conveyances. In order to assure a community of congenial residents and thus, protect the value of the dwellings, the sale or lease of Lots shall be subject to the following provisions:

- A. The Lot owner shall notify the Association, in writing on an application form provided by the Association, of his/her intention to sell or lease his/her Lot. The name, address, and telephone number of the prospective Purchaser for sale or a copy of the lease must be provided to the Association, with the date when such lease or sale is to take place, not less than fourteen (14) days prior to the sale or lease of the property. The proposed Tenant shall deposit a security deposit of \$550 with the application form and a screening fee of \$50. The Tenant will be refunded the \$550 security deposit at the termination of the lease term within thirty (30) days minus any deductions resulting damage to the Common Elements or fines associated with the Lot during Tenant's tenancy. A Tenant shall be limited to occupancy as required by the Palm Beach County Code of Ordinances and shall only be allowed two vehicles to be registered with "entry passes" to the Lot. The right of the Association to evict the Tenant for failure to abide by the governing documents of the Association shall be considered incorporated within the terms of a Lease.

Item 3: Article III, Section 5, entitled Lot Maintenance., shall be amended as follows:

Section 5. Lot Maintenance.

Lawn and Exterior Maintenance. The Association shall provide maintenance of all lawn areas, including sprinkler systems originally installed by the Developer (other than repair and replacement of Owner irrigation clocks and related parts which shall be performed only by a designated Association ARB approved and designated contractor hired by and at the expense of Owner), located within The Properties and all exterior maintenance for each building within The Properties as follows: repair, replace and care for exterior building surfaces (other than front residence doors, windows, screening, garage doors, roof, roof eaves and gutters). The Association shall periodically paint all exterior building surfaces other than windows or screening, but including roofs, roof eaves, gutters and the exterior of the front residence door and the garage doors, and shall also provide periodic cleaning of roofs. Each individual Lot Owner shall maintain and repair his individual front residence door, windows, screening, swimming pool, pool deck, landscaping within patio screen enclosures, driveways, garage doors, upgraded landscaping and irrigation, roof, roof eaves and gutters; provided, however, that the Association reserves the right to maintain such areas if, in its sole discretion, the Association deems it desirable. The Owner shall maintain and replace all landscaping that was added by the Owner or the Lot's

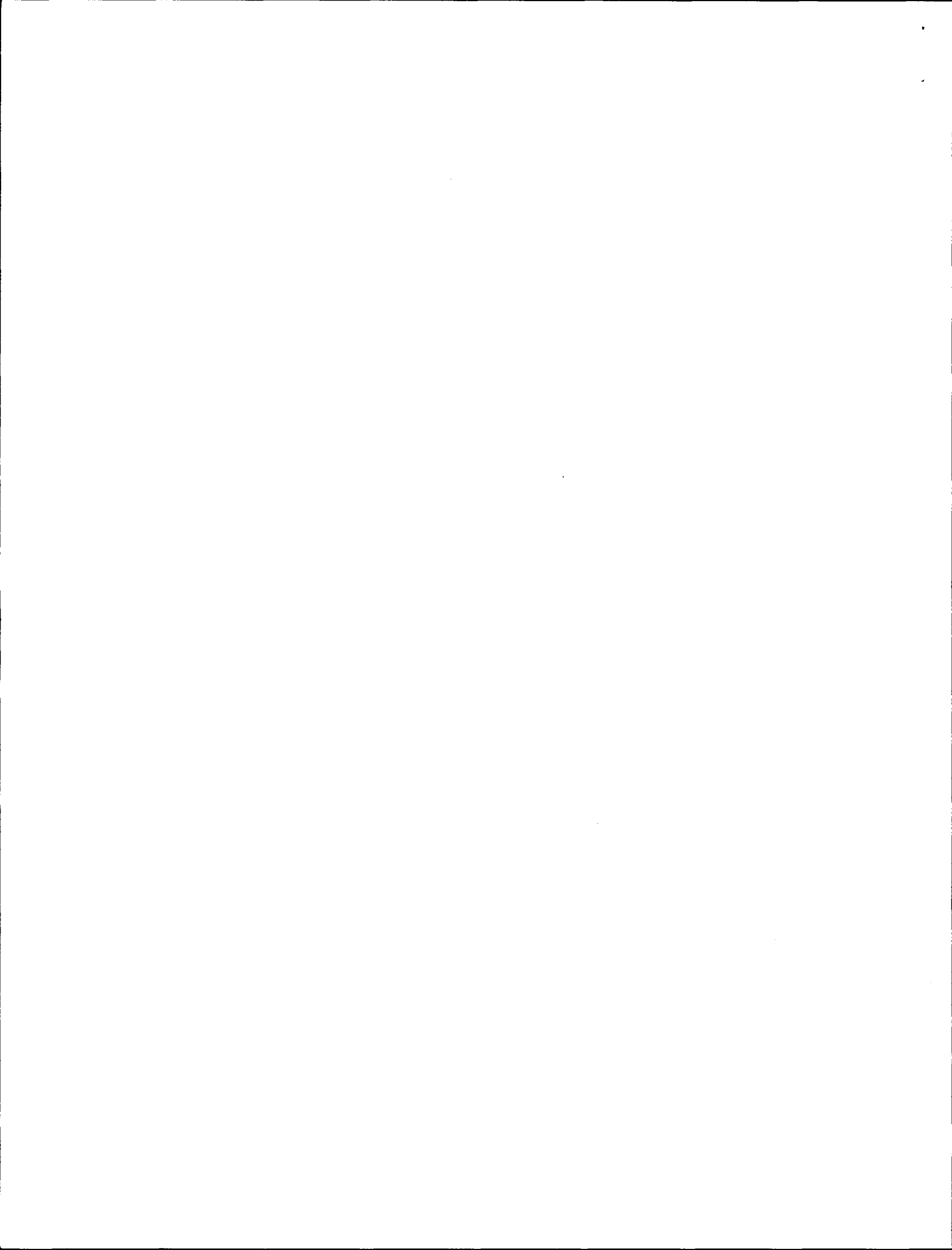


previous Owners, other than Developer. The obligations of the Association as described herein shall extend only to the landscaping and those buildings and fences as originally installed by Developer. If requested by an Owner, the Association may, at its option, provide exterior maintenance on Owner-installed improvements, fences, sprinkler systems, shrubs, swimming pools and pool decks, etc., and levy upon the Owner on whose Lot such work is performed a special assessment equal to the cost of such additional work. If any Owner fails to maintain the area located within any fence enclosing his Lot, or to irrigate the landscape easement (if any) adjacent to his Lot, the Association, may, at its option, provide such maintenance service and the Owner shall be responsible for the expense of such maintenance. The Board of Directors of the Association shall estimate the cost of any such exterior maintenance for each year and shall fix the assessments for each year, but said Board shall, thereafter, make such adjustment with the Owners as is necessary to reflect the actual cost of such exterior maintenance. Such assessments for exterior maintenance shall be against all Lots equally (except for the exterior maintenance specifically requested by an Owner); provided, however, that the cost of any exterior maintenance caused by the negligent conduct of an Owner or by the failure of such Owner to comply with the lawfully adopted rules and regulations of the Association, shall be levied as a special assessment against such Owner. In addition, an Owner may be specially assessed for any damage or injury caused by the negligent conduct of such Owner to any easement areas granted to provide access to perform the exterior maintenance. Nothing contained herein shall obligate the Association to make repairs, replacements or improvements damaged by fire, windstorm, hail or other casualty; such repairs or replacements shall be made by the Owner of the Lot which suffers damage. The Association shall not be obligated to repair any mechanical equipment (e.g., air conditioning unit, water pumps) which are part of the residences located on the Lots, nor shall it be responsible for any repairs which could be made pursuant to the terms of any warranty covering a residence. It is the intention of this hereof that the Association shall perform only routine maintenance as described in this Section 5.

Item 4: Article VI, is amended to add a new Section 21, as follows:

Section 21. Towing.

The Association, through the action of its Board of Directors, shall have the authority to tow in accordance with the Palm Beach County Code of Ordinances improperly and/or illegally parked vehicles or vehicles which are inoperable upon 24 hours written Notice to the Owner of the Lot associated with the vehicle. All expenses related to the towing shall be the responsibility of the Owner.





Manager

SACHS & SAX

ATTORNEYS AT LAW

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STEVEN G. RAPPAPORT, ESQ.
ALSO ADMITTED IN THE DISTRICT OF COLUMBIA
e-mail: srappaport@sslawfl.com

March 14, 2007

RECEIVED
MAR 16 2007

Board of Directors
Kensington at Wycliffe Property Owners Association, Inc.
c/o GRS Management Associates, Inc.
3900 Woodlake Boulevard, Suite 201
Lake Worth, Florida 33463-3045
Attention: Mr. Robert Zulli, Property Manager

**Re: Kensington Property Owner's Association, Inc.
Our File No. 3300.01**

Dear Members of the Board:

Enclosed please find the recorded amendments to the Amended and Restated Declaration of Restrictions and Protective Covenants for Kensington. As you can see, the amendments were recorded on March 7, 2007, in Official Records Book 21491, at Page 111, in the Public Records of Palm Beach County, Florida. Please note that we have also retained a copy for our document file.

Should you have any additional questions regarding this matter, please do not hesitate to contact us.

Very truly yours,

SACHS & SAX

Steven G. Rappaport

STEVEN G. RAPPAPORT

SGR:eb
Enclosure



This instrument was prepared by
and should be returned to:
Louis Caplan, Esquire
SACHS, SAX & KLEIN, P.A.
Post Office Box 810037
Boca Raton, Florida 33481-0037

**CERTIFICATE OF RECORDATION TO THE
AMENDED AND RESTATED DECLARATION OF
RESTRICTIONS AND PROTECTIVE COVENANTS
FOR KENSINGTON, AMENDED AND RESTATED
ARTICLES OF INCORPORATION AND
AMENDED AND RESTATED BYLAWS OF
KENSINGTON PROPERTY OWNERS ASSOCIATION, INC.**

THIS CERTIFICATE OF RECORDATION OF THE AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR KENSINGTON, AMENDED AND RESTATED ARTICLES OF INCORPORATION AND AMENDED AND RESTATED BYLAWS OF KENSINGTON PROPERTY OWNERS ASSOCIATION, INC. ("Association") is made this 30 day of day, March, by the President and Secretary of the Association.

WITNESSETH:

WHEREAS, the original Declaration of Restrictions and Protective Covenants for Kensington ("Declaration"), the Articles of Incorporation ("Articles"), and Bylaws ("Bylaws"), have been recorded commencing at Official Records Book 7660, Page 853, of the Public Records of Palm Beach County, Florida, and establishes covenants running with the land therein described; and

WHEREAS, the Association desires that the attached Amended and Restated Declaration, Amended and Restated Articles, and Amended and Restated Bylaws of the Association be certified of record as notice to all current and future owners of property subject to the Declaration, Articles and Bylaws of the contents of said governing documents.

NOW, THEREFORE, the President and Secretary of the Association hereby certify that:

1. On the 4th day of December, 2000, the Association's Amended and Restated Declaration of Restrictions and Protective Covenants for Kensington, Amended and Restated Articles of Incorporation, and Amended and Restated Bylaws of Kensington Property Owners Association, Inc., attached hereto as Exhibits "1", "2", and "3", respectively, were duly adopted as the governing documents for Kensington Property Owners Association, Inc.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 30 day of March, 2001.

Witness:

[Signature]

Signature
Rita Mestel

Print Name

[Signature]

Signature
Zelig Mestel

Print Name

KENSINGTON PROPERTY OWNERS ASSOCIATION, INC.

By: [Signature]

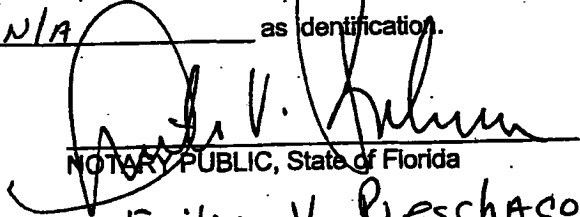
Bob Nass, President

Attest: [Signature]

Barbara Wachsberger, Secretary

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

The foregoing instrument was acknowledged before me this 30 day of March, 2001, by BOB NASS, as President, and BARBARA WACHSBERGER, as Secretary, of KENSINGTON PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the Corporation. They are personally known to me or have produced N/A as identification.


NOTARY PUBLIC, State of Florida

Emilia V. Pieschacon

(SEAL)

M:\Association\Kensington at Wycliffe\Certificate Amendment Docs 3-22-01.wpd

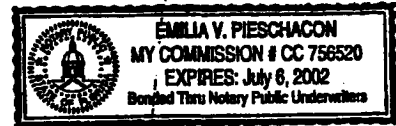


Exhibit "1"**AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS
FOR KENSINGTON**

THIS AMENDED AND RESTATED DECLARATION is made this 30 day of March, 2001, by KENSINGTON PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, not-for-profit, which declares that 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.

ARTICLE IDEFINITIONS

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

(a) "Association" shall mean and refer to KENSINGTON PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not for profit.

(b) "The Properties" shall mean and refer to all such properties as are subject to this Declaration under the provisions of Article II hereof.

(c) "Common Areas" shall mean and refer to the real property tracts deeded to the Association or dedicated to the Association on the face of any plat, together with any improvements on such tracts including without limitation all structures, recreational facilities, off-street parking areas, private streets, sidewalks, street lights and entrance features, but excluding any public utility installations thereon.

(d) "Lot" shall mean and refer to any Lot in The Properties and any Lot shown upon any subdivision of any plat of The Properties or any portion thereof.

(e) "Owner" or "Member" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot.

(f) "Master Association" shall mean and refer to WYCLIFFE PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation.

(g) "Declaration" shall mean the Amended and Restated Declaration of Restrictions and Protective Covenants for KENSINGTON.

(h) "Articles" shall mean the Amended and Restated Articles of Incorporation of KENSINGTON PROPERTY OWNERS ASSOCIATION, INC.

(i) "By-Law" shall mean the Amended and Restated By-Laws of KENSINGTON PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

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

KENSINGTON PROPERTY OWNERS ASSOCIATION, INC.

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 else 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 said Association.

Section 2. Voting Rights. 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. Termination of the Association. In the event the Association is terminated, shall no longer continue to exist, or is unable to perform its functions hereunder, the Master Association will have the right to maintain all Common Areas and is hereby authorized to assess Owners for the costs of such maintenance. In the event of dissolution of the Association and the inability of the Master Association to assume responsibility for the maintenance of the Common Areas, any Owner may petition the Circuit Court of the Fifteenth Judicial Circuit of the State of Florida for the appointment of a Receiver to manage the affairs of the Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association, the Property, and Common Areas.

Section 4. Maintenance of Common Areas. The Association shall be responsible for the maintenance of the Common Areas in a continuous and satisfactory manner and for the payment of taxes assessed against the Common Areas and any improvements and any personal property thereon. The Association shall at all times maintain in good repair, and shall replace as often as necessary, any and all improvements situated on the Common Areas, including, but not limited to, all recreational facilities, landscaping, paving, drainage structures, street lighting facilities and appurtenances, sidewalks, television and radio antennae and cables for common use, 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 facilities 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 imposed in accordance with Article IV hereof. 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. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Common Areas or abandonment of his right to use the Common Areas.

Section 5. Lot Maintenance.

Lawn and Exterior Maintenance. The Association shall provide maintenance of all lawn areas, including sprinkler systems originally installed by the Developer (other than repair or replacement of Owner irrigation clocks and related parts), located within The Properties and all exterior maintenance for each building within The Properties as follows: repair, replace and care for exterior building surfaces (other than front residence doors, windows, screening, garage doors, roof, roof eaves and gutters). The Association shall periodically paint all exterior building surfaces other than windows or screening, but including roofs, roof eaves, gutters and the exterior of the front residence door and the garage doors, and shall also provide periodic cleaning of roofs. Each individual Lot Owner shall maintain and repair his individual front residence door, windows, screening, swimming pool, pool deck, landscaping within patio screen enclosures, driveways, garage doors, upgraded landscaping and irrigation, roof, roof eaves and gutters; provided, however, that the Association reserves the right to maintain such areas if, in its sole discretion, the Association deems it desirable. The obligations of the Association as described herein shall extend only to the landscaping and those buildings and fences as were originally installed by the Developer. If requested by an Owner, the Association may, at its option, provide exterior maintenance on Owner-installed improvements, fences, sprinkler systems, shrubs, swimming pools and pool decks, etc., and levy upon the Owner on whose Lot such work is performed a special assessment equal to the cost of such additional work. If any Owner fails to maintain the area located within any fence enclosing his Lot, or to irrigate the landscape easement (if any) adjacent to his Lot, the Association, may, at its option, provide such maintenance service and the Owner shall be responsible for the expense of such maintenance. The Board of Directors of the Association shall estimate the cost of any such exterior maintenance for each year and shall fix the assessments for each year, but said Board shall, thereafter, make such adjustment with the Owners as is necessary to reflect the actual cost of such exterior maintenance. Such assessments for exterior maintenance shall be against all Lots equally (except for the exterior maintenance specifically requested by an Owner); provided, however, that the cost of any exterior maintenance caused by the negligent conduct of an Owner or by the failure of such Owner to comply with the lawfully adopted rules and regulations of the Association, shall be levied as a special assessment against such Owner. In addition, an Owner may be specially assessed for any damage or injury caused by the negligent conduct of such Owner to any easement areas granted to provide access to perform the exterior maintenance. Nothing contained herein shall obligate the Association to make repairs, replacements or improvements damaged by fire, windstorm, hail or other casualty; such repairs or replacements shall be made by the Owner of the Lot which suffers damage. The Association shall not be obligated to repair any mechanical equipment (e.g., air conditioning unit, water pumps) which are part of the residences located on the Lots, nor shall it be responsible for any repairs which could be made pursuant to the terms of any warranty covering a residence. It is the intention hereof that the Association shall perform only routine maintenance as described in this Section 5.

Section 6. Architectural Control Board. The Architectural Control Board shall be a standing committee of the Association. Subject to the Declaration of Protective Covenants, Conditions, and Restrictions for Wycliffe Golf and Country Club (the "Master Declaration"), the Architectural Control Board shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. The initial rules and regulations of the Architectural Control Board are set forth on Exhibit "B" attached hereto and made a part hereof. A majority of the Board may

take any action the Board is empowered to take, may designate a representative to act for the Board, and may employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the Board, the remaining members shall have full authority to designate a successor. The members of the Board shall not be entitled to any compensation for services performed pursuant to this Section. The members of the Architectural Control Board shall be designated by the directors of the Association.

Section 7. Powers. The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more persons, firms or corporations for management services. The Association shall have all other powers as provided in its Articles of Incorporation.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of 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 assessments for general expenses as provided in Section 3 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 annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land 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. Except as otherwise provided, all assessments shall be equally assessed against all Lots within The Properties.

Section 2. Purpose of Assessments. The annual 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 and exterior maintenance (except that specifically requested by an Owner) as provided in Article III, and to promote the health, safety, welfare and recreational opportunities of 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 Areas; and, expenses agreed upon as General Expenses by the Association. 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 are met.

Section 3. Date of Commencement of Annual Assessments; Due Dates. 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 annual assessments shall be payable in advance in monthly installments, or as otherwise determined by the Board of Directors of the Association.

The amount of the annual assessment may be changed, at any time, by said 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 annual 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:

- (a) special services to a specific unit or units which services are requested by the Owner(s) thereof pursuant to Section 5 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 a Unit Owner or Owners, their family members, guests, invitees or tenants;
- (d) late charges, user fees, fines and penalties;
- (e) any other charge which is not a General Expense.

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

Section 5. Roster; Notice; 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. Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

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

Section 6. Collection of Assessment; Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; the Lien; Remedies of the Association. If the assessments are not paid when due, then such assessments 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, his 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 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 Grantor the amounts paid by the Grantee therefor.

If the assessment is not paid within fifteen (15) days after the due date, the Association may impose a late charge of \$25.00 and interest at the highest rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same or may record a claim of lien against the property on which the assessment is unpaid, or may foreclose the lien against the property on which the assessment is 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, attorney's fees and costs of preparing and filing the claim of

lien and the complaint in such action as well as any other attorney's fees incurred, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action, 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 hereunder including, if required pursuant to the Master Declaration, the payment of Master Association Assessments.

Section 7. Subordination of the Lien to Mortgage. The lien of the assessment provided for in this Article IV shall be subordinate to the lien of any institutional first mortgage recorded prior to the recordation of a claim of lien for unpaid assessments. An institutional lender is defined as a state or federal bank or savings and loan association, an insurance company, trust company, savings bank, credit union, real estate or mortgage investment trust, mortgage broker, mortgage banker, private mortgage insurance company, the United States Veterans' Administration, United States Federal Housing Administration or lender generally recognized in the community as an institutional lender. Any assignee of a mortgage originated by an institutional lender shall be deemed an institutional lender for the purposes of said mortgage. The Federal National Mortgage Association, Federal Home Loan Mortgage Corporation and any similar institutions created in the future shall be deemed institutional lenders, regardless of where any mortgage held by any of them originated. A mortgagor in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser, or mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser, or mortgagee shall hold title subject to the liability and lien of any assessment becoming due after such foreclosure or conveyance in lieu of foreclosure. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section 7 shall be deemed to be an assessment divided equally among, payable by, and assessed against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

ARTICLE V

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 and driveways 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 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 and facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its lawfully adopted and published rules and regulations.

(c) The right of the Association and the Master Association to (i) adopt and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon and (ii) conduct such activities as may be required by the Association or the Master Association.

The right of an Owner to the use and enjoyment of the Common Areas and facilities thereon shall extend to the members of his immediate family who reside with him, 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 to 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.

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

Section 5. Easement for Unintentional and Non-Negligent Encroachments. If any other building or improvement shall encroach upon any portion of the Common Areas or an adjoining Lot or upon an easement by reason of original construction or by the non-purposeful or non-negligent act of any other owner of such building or improvement, then an easement for such encroachment shall exist so long as the encroachment exists.

Section 6. Additional Easement. The Association shall have the right to grant such additional electric, telephone, gas, sprinkler, irrigation, cable television, maintenance 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. Special Maintenance Easement. Each Lot shall contain an improvement with roof overhangs passing over an adjacent Lot. A non-exclusive easement in, to, over and across such adjacent Lot with the right of ingress and egress, is hereby created in favor of each Lot for construction and maintenance work necessary in order for the Owner of each Lot to maintain the improvements on such Lot, including but not limited to maintenance of the roof overhangs, landscaping and patio. Each easement is three feet (3') wide and runs along the entire side of the adjacent Lot which contains the roof overhangs. Any use of the easement shall be done without notice in a manner as not to inconvenience the adjacent Lot Owner on any day of the week, including Sunday. Each Lot Owner shall be required to repair any and all damage it has caused to the adjacent Lot by such entry and shall be responsible for removing any and all debris from the easement area. The Association shall have the ability to modify the width or length of the easement; provided, however, that such modifications shall not unreasonably interfere with the use of the Lots for dwelling purposes.

Section 8. Association Easement. For the purpose solely of performing the exterior maintenance authorized by this Section 8 of Article V, the Association, through its duly authorized agents, employees or independent contractors, shall have the right, after reasonable notice to the

Owner, to enter upon any Lot at reasonable hours of any day except Sunday. In the event of an emergency, such right of entry shall exist without notice and on any day, including Sunday. Each Owner hereby grants to the Association, its duly authorized agents, employees or independent contractors such easements for ingress and egress, across the Lots and through improvements constructed upon the Lots, as may be reasonably necessary to effect and perform the exterior maintenance aforementioned. In the event an Owner is on vacation and/or will not be present to permit entry onto his Lot for the exterior maintenance aforementioned, said Owner shall deposit his gate key with the Association to permit entry thereon.

ARTICLE VI

GENERAL RESTRICTIVE COVENANTS

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

Section 2. Land Use. No Lots shall be used except for residential purposes.

Section 3. Change in Buildings. No Owner shall make or permit any structural modification or alteration of any building except with the prior written consent of the Architectural Control Board or its successor, 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. No building shall be demolished or removed without the prior written consent of the Board of Directors of the Association. In the event any building is demolished or removed, said building shall be replaced with a unit of similar size and type.

Section 4. Building Location. A replacement building as specified in Article VI, Section 3 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. 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 or 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 plats of The Properties. Within these easements no structure, planting or other material 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 plats and under and through such portions of the rear of each Lot beyond the buildings, as such buildings may from time to time be located. 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 structure of a temporary character, or trailer, tent, mobile home or recreational vehicle shall be permitted on any Lot either temporarily or permanently. No gas tank, gas container, or gas cylinder (except gas tanks, gas container or gas cylinders as placed in connection with the installation of swimming pools and/or barbecues) shall be permitted to be placed on or about the outside of any house or any ancillary building, and all gas tanks, gas containers and gas cylinders (except gas tanks, gas containers or gas cylinders as placed in connection with the installation of swimming pools and/or 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 Architectural Control Board referred to in Section 12 hereof.

Section 7. Signs. Except for one sign of not more than one square foot used to indicate the name of the resident, no sign of any kind shall be displayed to the public view on The Properties, without the prior consent of the Board of Directors of the Association.

Section 8. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations 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 9. Pets, Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets may be kept, subject to rules and regulations of the Association, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any neighbor. No dogs or other pets shall be permitted to have excretions on any Lot, or anywhere else within The Properties except in locations designated by the Association in its rules and regulations.

Section 10. Visibility at Intersections. No obstruction to visibility at street intersections shall be permitted.

Section 11. Architectural Control. No building, wall, fence, or other structure or improvement of any nature shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping as may be required by the Architectural Control Board have been approved in writing by the Architectural Control Board and by the Master Association. Each building, wall, fence, or other structure or improvement of any nature, together with the landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans, specifications and plot plan, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of said Architectural Control Board seem sufficient. Any change in the exterior appearance of any building, wall, fence, or other structure or improvements and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval.

Section 12. Exterior Appearances and Landscaping. The paint, coating, stain and other exterior finishing colors on all buildings shall be maintained as originally installed in accordance with provisions of this Declaration without prior approval of the Architectural Control Board, but prior approval by the Architectural Control Board and the Master Association shall be necessary before any exterior finishing color is changed. The landscaping, including, without limitation, the trees, shrubs,

lawns, flower beds, walkways and ground elevations, shall be maintained in accordance with the Declaration, as originally installed unless the prior approval for any substantial change is obtained from the Architectural Control Board and the Master Association, which substantial change shall be the maintenance obligation of the Lot Owner.

Section 13. Commercial Trucks, Trailers, Campers and Boats. No 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 if not visible from the streets. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other commercial services.

Section 14. Fences. No fence, wall or other structure shall be erected in the front yard, backyard or sideyard except as originally installed, or as approved by the Architectural Control Board as above provided.

Section 15. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited on any Lot except in a 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.

Section 16. Drying Areas. No clothing, laundry or wash shall be aired or dried on any portion of any Lot in an area exposed to view from any other Lot. 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. No prohibition of outside clotheslines or drying areas shall be permitted; provided that nothing herein shall prohibit the Architectural Control Board from enacting reasonable regulations that do not have the effect of prohibiting such drying areas or clotheslines as to any unit.

Section 17. Open Space. The portion(s) of any plat of the Property which is considered required open space for a Planned Unit Development pursuant to the Palm Beach County Zoning Code, as same exists on the date of recordation of the Declaration, may not be vacated in whole or in part unless the entire plat is vacated.

Section 18. Special Restrictions for Lots Abutting Lake. Notwithstanding any provisions herein to the contrary, no dock, cabana, boat slip, or other similar improvements shall be constructed abutting a lake.

Section 19. Conveyances. In order to assure a community of congenial residents and thus protect the value of the dwellings, the sale or lease of Lots shall be subject to the following provisions.

- A. The Lot owner shall notify the Association, in writing on an application form provided by the Association, of his/her intention to sell or lease his/her Lot. The name, address, and telephone number of the prospective Purchaser for sale or a copy of the lease must be provided to the Association, with the date when such lease or sale is to take place, not less than fourteen (14) 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 Kensington shall be in writing, shall provide for a term of not less than three months and must provide that the lease shall be subject, in all respects, to the terms and provisions of the

Declaration, the Articles of Incorporation, Bylaws and the Association Rules and Regulations of Kensington, and the Wycliffe Community Association, Inc. 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 Kensington shall be subject to more than one (1) lease in any twelve-month period. Unless provided to the contrary in the lease agreement, an owner, by leasing his Lot, automatically delegates his right of use and enjoyment of the Common Areas and facilities to his lessee and in so doing, the said owner relinquishes his rights during the term of the lease agreement.

- C. 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 owner 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 20. Occupancy. As previously provided in this Declaration, the Lots may be used for residential living units and for no other purpose. In order not to overburden Association community facilities, occupancy of a Lot shall be limited to two (2) persons per bedroom.

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

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

ARTICLE VII

OWNERSHIP IN WYCLIFFE COUNTRY CLUB

Section 1. Ownership in Kensington. 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 Wycliffe Golf and Country Club; and shall become subject to the assessments of the Master Association, which assessments may be collected by the Kensington Property Owners Association upon the request of the Master Association.

Section 2. Membership in Master Association. In accordance with the provisions of the Articles of Incorporation of the Master Association, all Owners shall be members in that association.

Section 3. Notice to the Master Association. Copies of all amendments to this Declaration, the Articles of Incorporation and Bylaws of the Association, and any easements or conveyances affecting the Common Areas, shall be promptly forwarded to the Master Association.

Section 4. Priority of the Master Association. The rules and regulations and lien of assessment rights of the Master Association shall control and take precedence over this Declaration and the lien assessment rights of the Association.

ARTICLE VIII

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, the Master Association, or the Owner of any Lot subject to this Declaration and their respective legal representatives, heirs, successors and 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 period of ten (10) years each unless an instrument signed by the then Owners of two-thirds of the Lots has 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, to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.

Section 3. Sanctions. The Association, through its Board of Directors, may impose sanctions including, without limitation, reasonable monetary fines which shall constitute a lien upon the owner's Lot or Lots, for the failure by an owner or its invitees to comply with the terms and provisions of this Declaration, the Articles of Incorporation, the Bylaws and/or any Rules or Regulations adopted pursuant thereto. Imposition of sanctions shall be subject to reasonable notice and hearing rights adopted by the Association from time to time. Additionally, the Association may suspend the voting rights of a member for the non payment of regular annual assessments that are delinquent in excess of ninety (90) days.

Section 4. Enforcement. The Covenants and Restrictions herein contained and contained in any of the Kensington documents, including the Declaration, Articles of Incorporation, Bylaws, and

Rules and Regulations, may be enforced by the Association or any Owner, or Owners, when they seek any remedy at law or in equity, including damages, injunction or any other form of relief against any person, firm or entity, violating or attempting to violate any covenant, restriction or provision in any of said documents. These covenants may also be enforced by the Architectural Control Board. The Kensington Board shall, in addition, have the power to seek relief in any court to abate unreasonable disturbances. The failure of any party to enforce any such covenant, restriction or provision shall in no event be deemed a waiver of such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to all costs thereof including, but not limited to, reasonable attorney's fees and costs. Any provision in this Declaration for the collection or recovery of attorney's fees shall be deemed to include but not be limited to, attorney's fees for attorney services at all trial and appellate levels and, unless the context clearly indicates a contrary intention, whether or not suit is instituted.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

Section 6. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this agreement may be amended, changed, added to, derogated or deleted at any time and from time to time upon the execution and recordation of an instrument approved at a meeting or by written consent in lieu of a meeting by Owners holding not less than two-thirds vote of the membership in the Association. Notwithstanding anything contained herein to the contrary, no amendment to this Declaration that affects the rights of the Master Association shall be effective without the prior written consent of the Master Association.

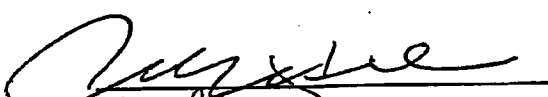
Section 7. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of the members representing two thirds (2/3) of the total votes in the Association. This Section shall not apply, however, to (a) actions (including, without limitation, the foreclosure of liens) brought by the Association against parties to enforce the provisions of the documents, including this Declaration, the Articles of Incorporation, the Bylaws, and the Rules and Regulations, (b) the imposition and collection of assessments as provided herein, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it.

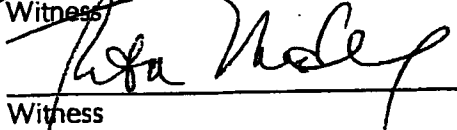
Section 8. Effective Date. This Amended and Restated Declaration shall become effective upon its recordation in the Palm Beach County Records.

EXECUTED as of the date first above written.

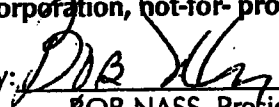
Signed, sealed and delivered
in the presence of:

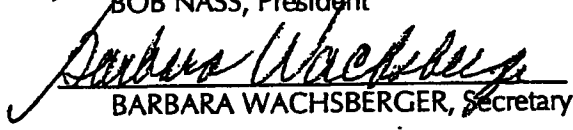
**KENSINGTON PROPERTY OWNERS
ASSOCIATION, INC., a Florida
Corporation, not-for-profit**



Witness


Witness

By: 

BOB NASS, President


BARBARA WACHSBERGER, Secretary

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

The foregoing instrument was acknowledged before me this 30 day of March, 2001, by BOB NASS, as President, and BARBARA WACHSBERGER, as Secretary, of KENSINGTON PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, not-for-profit, on behalf of the Corporation, who are personally known to me or have produced N/A as identification.

(SEAL)

[Handwritten Signature]
NOTARY PUBLIC, State of Florida at Large
Emilia V. Pieschacón

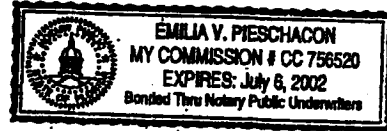


EXHIBIT "A"

TO

**AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS
FOR KENSINGTON**

The real property subject to the Declaration is as follows:

All the lands described within the Plat of Kensington, recorded on March 19, 1993, in Plat Book 70, Pages 81 through 85, of the Public Records of Palm Beach County, Florida.

EXHIBIT "B"

TO

**AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS
FOR COVENANTS**

Rules and Regulations

of the Architectural Review Board

1. Any Owner who desires to construct an improvement or construction of any kind on his Lot shall submit to the Architectural Review Board an application accompanied by a minimum of three sets of plans and any additional number of sets requested by the Board.
2. The Architectural Review Board shall have thirty (30) days from submission of a complete application in which to review and approve or disapprove an application. If the Architectural Review Board has not otherwise responded after said thirty day period, the application shall be deemed approved.
3. No window or wall air conditioning units are permitted.
4. All mailboxes or receptacles for the delivery of newspapers, magazines or mail shall conform to the standard approved by the Board.
5. Except when placed in front for pick-up, no garbage container shall be visible from any street, Lot or Common Area.

EXHIBIT "A"

**AMENDMENT
TO THE
AMENDED AND RESTATED DECLARATION OF
RESTRICTIONS AND PROTECTIVE COVENANTS
FOR KENSINGTON**

The Amended and Restated Declaration of Restrictions and Protective Covenants for Kensington is recorded in Official Record Book 12455, at Page 677, in the Public Records of Palm Beach County.

As indicated herein, words double-underlined are added and words ~~struck through~~ are deleted.

Item 1: Article VII, Section 3, entitled Sanctions, shall be amended as follows:

Section 3. Sanctions and Fines. The Association, through its Board of Directors, may impose sanctions including, without limitation, reasonable monetary fines not to exceed \$100 per violation, against any member or any tenant, guest, or invitee ~~which shall constitute a lien upon the owner's Lot or Lots, for failure by an owner or its family members, tenants, guest or invitees to comply with the terms and provisions of this Declaration, the Articles of Incorporation, the Bylaws and/or any Rules or Regulations adopted pursuant thereto.~~ A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$1000 in the aggregate. ~~Imposition of sanctions shall be subject to reasonable notice and hearing rights adopted by the Association from time to time.~~ Additionally, the Association may suspend the voting rights of a member for the non payment of regular annual assessments that are delinquent in excess of ninety (90) days.

A fine or suspension may not be imposed without notice of at least 14 days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three members appointed by the board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director, or employee. If the committee by a majority vote, does not approve a proposed fine or suspension, it may not be imposed.

Notwithstanding the foregoing, fines and suspensions shall be levied in accordance with Chapter 720, Florida Statutes, as amended from time to time.

Item 2: Article VI, Section 19, entitled Conveyances, shall be amended as follows:

Section 19. Conveyances. In order to assure a community of congenial residents and thus, protect the value of the dwellings, the sale or lease of Lots shall be subject to the following provisions:

- A. The Lot owner shall notify the Association, in writing on an application form provided by the Association, of his/her intention to sell or lease his/her Lot. The name, address, and telephone number of the prospective Purchaser for sale or a copy of the lease must be provided to the Association, with the date when such lease or sale is to take place, not less than fourteen (14) days prior to the sale or lease of the property. The proposed Tenant shall deposit a security deposit of \$550 with the application form and a screening fee of \$50. The Tenant will be refunded the \$550 security deposit at the termination of the lease term within thirty (30) days minus any deductions resulting damage to the Common Elements or fines associated with the Lot during Tenant's tenancy. A Tenant shall be limited to occupancy as required by the Palm Beach County Code of Ordinances and shall only be allowed two vehicles to be registered with "entry passes" to the Lot. The right of the Association to evict the Tenant for failure to abide by the governing documents of the Association shall be considered incorporated within the terms of a Lease.

Item 3: Article III, Section 5, entitled Lot Maintenance., shall be amended as follows:

Section 5. Lot Maintenance.

Lawn and Exterior Maintenance. The Association shall provide maintenance of all lawn areas, including sprinkler systems originally installed by the Developer (other than repair and replacement of Owner irrigation clocks and related parts which shall be performed only by a designated Association ARB approved and designated contractor hired by and at the expense of Owner), located within The Properties and all exterior maintenance for each building within The Properties as follows: repair, replace and care for exterior building surfaces (other than front residence doors, windows, screening, garage doors, roof, roof eaves and gutters). The Association shall periodically paint all exterior building surfaces other than windows or screening, but including roofs, roof eaves, gutters and the exterior of the front residence door and the garage doors, and shall also provide periodic cleaning of roofs. Each individual Lot Owner shall maintain and repair his individual front residence door, windows, screening, swimming pool, pool deck, landscaping within patio screen enclosures, driveways, garage doors, upgraded landscaping and irrigation, roof, roof eaves and gutters; provided, however, that the Association reserves the right to maintain such areas if, in its sole discretion, the Association deems it desirable. The Owner shall maintain and replace all landscaping that was added by the Owner or the Lot's

previous Owners, other than Developer. The obligations of the Association as described herein shall extend only to the landscaping and those buildings and fences as originally installed by Developer. If requested by an Owner, the Association may, at its option, provide exterior maintenance on Owner-installed improvements, fences, sprinkler systems, shrubs, swimming pools and pool decks, etc., and levy upon the Owner on whose Lot such work is performed a special assessment equal to the cost of such additional work. If any Owner fails to maintain the area located within any fence enclosing his Lot, or to irrigate the landscape easement (if any) adjacent to his Lot, the Association, may, at its option, provide such maintenance service and the Owner shall be responsible for the expense of such maintenance. The Board of Directors of the Association shall estimate the cost of any such exterior maintenance for each year and shall fix the assessments for each year, but said Board shall, thereafter, make such adjustment with the Owners as is necessary to reflect the actual cost of such exterior maintenance. Such assessments for exterior maintenance shall be against all Lots equally (except for the exterior maintenance specifically requested by an Owner); provided, however, that the cost of any exterior maintenance caused by the negligent conduct of an Owner or by the failure of such Owner to comply with the lawfully adopted rules and regulations of the Association, shall be levied as a special assessment against such Owner. In addition, an Owner may be specially assessed for any damage or injury caused by the negligent conduct of such Owner to any easement areas granted to provide access to perform the exterior maintenance. Nothing contained herein shall obligate the Association to make repairs, replacements or improvements damaged by fire, windstorm, hail or other casualty; such repairs or replacements shall be made by the Owner of the Lot which suffers damage. The Association shall not be obligated to repair any mechanical equipment (e.g., air conditioning unit, water pumps) which are part of the residences located on the Lots, nor shall it be responsible for any repairs which could be made pursuant to the terms of any warranty covering a residence. It is the intention of this hereof that the Association shall perform only routine maintenance as described in this Section 5.

Item 4: Article VI, is amended to add a new Section 21, as follows:

Section 21. Towing.

The Association, through the action of its Board of Directors, shall have the authority to tow in accordance with the Palm Beach County Code of Ordinances improperly and/or illegally parked vehicles or vehicles which are inoperable upon 24 hours written Notice to the Owner of the Lot associated with the vehicle. All expenses related to the towing shall be the responsibility of the Owner.

N92000000879

SACHS, SAX & KLEIN, P.A.

ATTORNEYS AT LAW

NORTHERN TRUST PLAZA, SUITE 4150
301 YAMATO ROAD
BOCA RATON, FLORIDA 33431

TELEPHONE (561) 994-4499
OR (800) 462-1110
FACSIMILE (561) 994-4985

MAILING ADDRESS
POST OFFICE BOX 810037
BOCA RATON, FLORIDA 33481-0037

LOUIS CAPLAN, ESQ.
e-mail: lc@sachs-sax-klein.com

April 12, 2001

The Secretary of State
Department of State
Division of Corporations
Post Office Box 6327
Tallahassee, Florida 32314

800004011618--0
-04/16/01-01124-001
*****35.00 *****35.00

**Re: Kensington Property Owners Association, Inc.
Amended and Restated Articles of Incorporation
Our File No.: 3300.01**

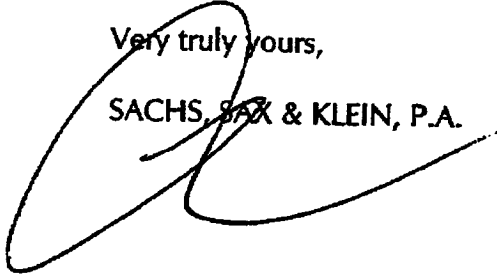
Ladies and Gentlemen:

Enclosed for filing please find the original Articles of Amendment to the Articles of Incorporation of the above-named Association together with this firm's check made payable to the Secretary of State in the amount of \$35.00. Please return a certified copy of the recorded document to me in the self-addressed stamped envelope enclosed for your convenience.

Thank you for your attention to this matter.

Very truly yours,

SACHS, SAX & KLEIN, P.A.



LOUIS CAPLAN

FILED
01 APR 16 PM 3:56
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

LC/chg
Enclosure

M:\Association\Kensington at Wycliffe\Secretary of State 4-12.wpd

Amended & Restated

T BROWN APR 24 2001

This instrument was prepared by
and should be returned to:
Louis Caplan, Esquire
SACHS, SAX & KLEIN, P.A.
Post Office Box 810037
Boca Raton, FL 33481-0037

FILED
01 APR 17 PM 3:56
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

~~AMENDED AND RESTATED~~
ARTICLES OF INCORPORATION
FOR
KENSINGTON PROPERTY OWNERS ASSOCIATION, INC.

Pursuant to the provision of Chapter 617 of the Florida Statutes, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation.

The Amendment adopted is attached as Exhibit "A".

On December 4, 2000, the above Amendment was adopted by the members and the number of votes cast for the amendment was sufficient for approval.

DATED this 27th day of March, 2001.

KENSINGTON PROPERTY
OWNERS ASSOCIATION, INC.

By: [Signature] 3/27/01
BOB NASS, President Date

By: [Signature] 3/30/01
BARBARA WACHSBERGER, Secretary Date

Exhibit "2"

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
KENSINGTON PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I

NAME

The name of this not for profit corporation shall be KENSINGTON PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, which is hereafter referred to as the "Association". The address of the corporation is 301 Yamato Road, Suite 4150, c/o Sachs, Sax & Klein, P.A., Boca Raton, Florida 33431, and the mailing address of the corporation is the same.

ARTICLE II

PURPOSES AND POWERS

The objects and purposes of the Association are those objects and purposes as are authorized by the Declaration of Restrictions and Protective Covenants for Kensington:

The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any members or individual person, firm or corporation.

The Association shall have the power:

A. To contract for the management of the Association and to delegate to the party with whom such contract has been entered the powers and duties of the Association except those which require specific approval of the Board of Directors or members.

B. To promulgate reasonable rules and regulations relating to the properties, including the Common Areas and the Lots.

The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles and the Covenants above identified. The Association shall also have all of the powers necessary to implement the purposes of the Association.

ARTICLE III

MEMBERS

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. 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 other than husband and wife holds such interest or interests in any Lot, all such persons shall be members, but the

vote for such Lot shall be exercised only by that one person designated in writing by all such members and filed with the Secretary of the Association. In no event shall more than one vote be cast with respect to any such Lot.

Section 3. Meetings of Members. The Bylaws of the Association shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting. A quorum for the transaction of business at any meeting of the members shall exist if thirty (30%) percent of the total number of voting members in good standing shall be present or represented at the meeting.

ARTICLE IV

DIRECTORS

Section 1. Management by Directors. The property, business and affairs of the Association shall be managed by a Board of Directors, which shall consist of not less than three nor more than nine persons, but as many persons as the Board of Directors shall from time to time determine. Notwithstanding anything to the contrary, for the purpose of the election of directors at the 1997 annual meeting, the Board shall consist of five (5) persons. Thereafter, the Board shall consist of not less than three (3) nor more than nine (9) persons, as determined by the Board of Directors from time to time. A majority of the directors in office shall constitute a quorum for the transaction of business. The Bylaws shall provide for meetings of directors, including an annual meeting.

Section 2. Election of Members of Board of Directors. Directors shall be elected by the members of the Association at the annual meeting of the membership as provided by the Bylaws and Articles of Incorporation of the Association, and the Bylaws and Articles of Incorporation may provide for the method of voting in the election and for removal from office of directors. All directors shall be members of the Association residing in Kensington or shall be authorized representatives, officers, or employees of corporate members of the Association.

Section 3. Staggered Terms. The directors elected by the members shall have terms of two (2) years which shall be staggered terms commencing with the annual meeting and election of directors in 1997. To accomplish staggered terms, the following election procedures shall apply to the election of five (5) directors by members at the 1997 annual meeting of the 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 shall be elected for a one (1) year term. All directors elected after the 1997 annual meeting and election of directors shall be elected for two (2) year terms. Each director shall serve until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

Section 4. Vacancies. If a director elected by the general membership shall for any reason cease to be a director, the remaining directors so elected may elect a successor to fill the vacancy for the balance of the unexpired term.

ARTICLE V

OFFICERS

Section 1. Officers Provided For. The Association shall have a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time elect.

Section 2. Election and Appointment of Officers. The officers of the Association, in accordance with any applicable provisions of the Bylaws, shall be elected by the Board of Directors for terms of one year and until qualified successors are duly elected and have taken office. The Bylaws may provide for the method of voting in the election, for the removal from office of officers, for filling vacancies, and for the duties of the officers. The President and Vice President shall be directors; other officers may or may not be directors of the Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office other than that of the President shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy.

ARTICLE VI

BYLAWS

The Board of Directors shall adopt Bylaws consistent with these Articles of Incorporation. Such Bylaws may be altered, amended or repealed by the membership in the manner set forth in the Bylaws.

ARTICLE VII

AMENDMENTS TO ARTICLES OF INCORPORATION

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

ARTICLE VIII

REGISTERED AGENT AND OFFICE ADDRESS

The Registered Agent of the not for profit corporation is Louis Caplan and the address of the Agent is: 301 Yamato Road, Suite 4150, Boca Raton, Florida 33431, or any other person as determined by the Board.

ARTICLE IX

SUBSCRIBERS

The names and addresses of the undersigned officers subscribing to these Articles of Incorporation are:

Bob Nass
BOB NASS, President

Barbara Wachberger
BARBARA WACHSBERGER, Secretary

IN WITNESS WHEREOF, the said subscribers have hereunto set their hands, this 30 day of MARCH, 2001.

Bob Nass
BOB NASS, President
Barbara Wachberger
BARBARA WACHSBERGER, Secretary

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

The foregoing instrument was acknowledged before me this 30 day of March, 2001 by BOB NASS, President, and BARBARA WACHSBERGER, Secretary, of KENSINGTON PROPERTY OWNERS OWNERS ASSOCIATION, INC, a Florida corporation, not-for-profit, who are personally known to me and who did (did not) take an oath.

Emilia V. Pieschacón
Notary Public, State of Florida

At Large

Emilia V. Pieschacón

(SEAL)

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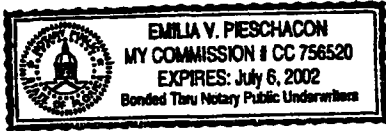


Exhibit "3"

AMENDED AND RESTATED
BY-LAWS
OF
KENSINGTON PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the KENSINGTON PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, organized and existing under the laws of the State of Florida.

Section 2. The "Properties" shall mean and refer to The Properties as defined in the Declaration of Restrictions and Protective Covenants for Kensington.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot within The Properties.

Section 4. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, of the Articles of Incorporation of the Association.

ARTICLE II

LOCATION

Section 1. The principal office of the Association shall be located at a place as may be established by resolution of the Board of Directors of the Association.

ARTICLE III

MEMBERSHIP

Section 1. Membership of the Association is as set forth in Article III, Section 1, of the Articles of Incorporation of the Association.

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 Lots within The Properties against which such assessments are made as provided by Article IV of the Declaration of Restrictions and Protective Covenants for Kensington.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. The directors of the Association shall be elected at the annual meeting of the

members as specified in the Bylaws and Articles of Incorporation. The election shall be decided by a plurality vote.

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 immediately after the annual meeting of members, provided the majority of the members of the Board elected be present. Any action taken at such meeting shall be by a majority of the whole Board. If the majority of the members of the Board elected shall not be present at that time, or if the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty (30) days after the annual meeting of the members upon three (3) days' notice in writing to each member of the Board elected, stating the time, place and object of such meeting.

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. Except as may be required by Statute, no notice shall be required to be given 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 any two members of the Board and may be held at any place or places within Palm Beach County, Florida.

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 any two members of the Board to each member of the Board not less than three (3) days prior to the scheduled date of the special meeting by mail or one day by telephone or telegraph. Except as may be required by Statute, 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.

ARTICLE V

OFFICERS

Section 1. Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

Section 2. 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 and shall represent the members at meetings of the Wycliffe Property Owners Association, Inc. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office, and shall perform all duties as are properly required of him 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 of him 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 of the Board of Directors, where notice of such meetings is required by law or in these Bylaws. He shall keep the minutes of the meetings of the membership and of the Board of Directors.

Section 3. The Treasurer shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for that purpose, full and accurate accounts of all monies received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.

Section 4. Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting.

ARTICLE VI

INDEMNIFICATION OF OFFICERS AND DIRECTORS

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

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

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

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

Any indemnification under this Article VI (unless ordered by a Court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct

set forth in this Article VI. Such determination shall be made by the Board of Directors by a vote of fifty-one percent (51%) of the Directors who were not parties to such action, suit or proceeding.

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

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

The Association shall purchase and maintain indemnification insurance to provide coverage for any liability asserted against any director, officer or employee of the Association in any of his capacities as described in this Article.

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

ARTICLE VII

MEETINGS WITH MEMBERS

Section 1. The regular annual meeting of the members shall be held in the month of November at such date, time, and place as shall be determined by the Board of Directors.

Section 2. Special meetings of the members for any purpose may be called at any time by the President, Vice President, the Secretary or Treasurer, or by any two or more members of the Board of Directors, or upon written request of the members who have a right to vote one-fourth of the votes of the membership.

Section 3. Notice may be given to the member either personally, or by sending a copy of the notice through the mail, postage thereon fully paid, to his address appearing on the records of the Association. Each member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed or personally delivered at least six 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 4. 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.

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 of Restrictions and Protective Covenants for Kensington. 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 and records of the Association shall at all times, during reasonable business hours, be subject to the inspection of any member of the Association.

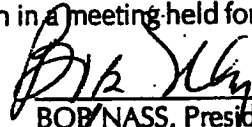
ARTICLE X

AMENDMENTS


Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of members present in person or by proxy, provided that the notice to the members of the meeting disclosed the information that the amendment of the Bylaws was to be considered.

Section 2. 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 of Restrictions and Protective Covenants for Kensington and these Bylaws, the Declaration shall control.

WE HEREBY CERTIFY that the foregoing Bylaws of the above-named corporation were duly adopted by the Board of Directors of said Association in a meeting held for such purpose on the 4th day of December, 2000.



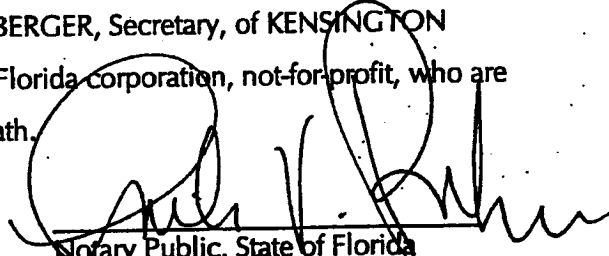
 BOB NASS, President



 BARBARA WACHSBERGER, Secretary

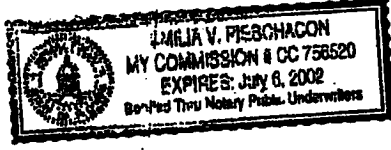
STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 30th day of March, 2001, by BOB NASS, President, and BARBARA WACHSBERGER, Secretary, of KENSINGTON PROPERTY OWNERS OWNERS ASSOCIATION, INC, a Florida corporation, not-for-profit, who are personally known to me and who did (did not) take an oath.



Notary Public, State of Florida
At Large
Emilia V. Pieschacón

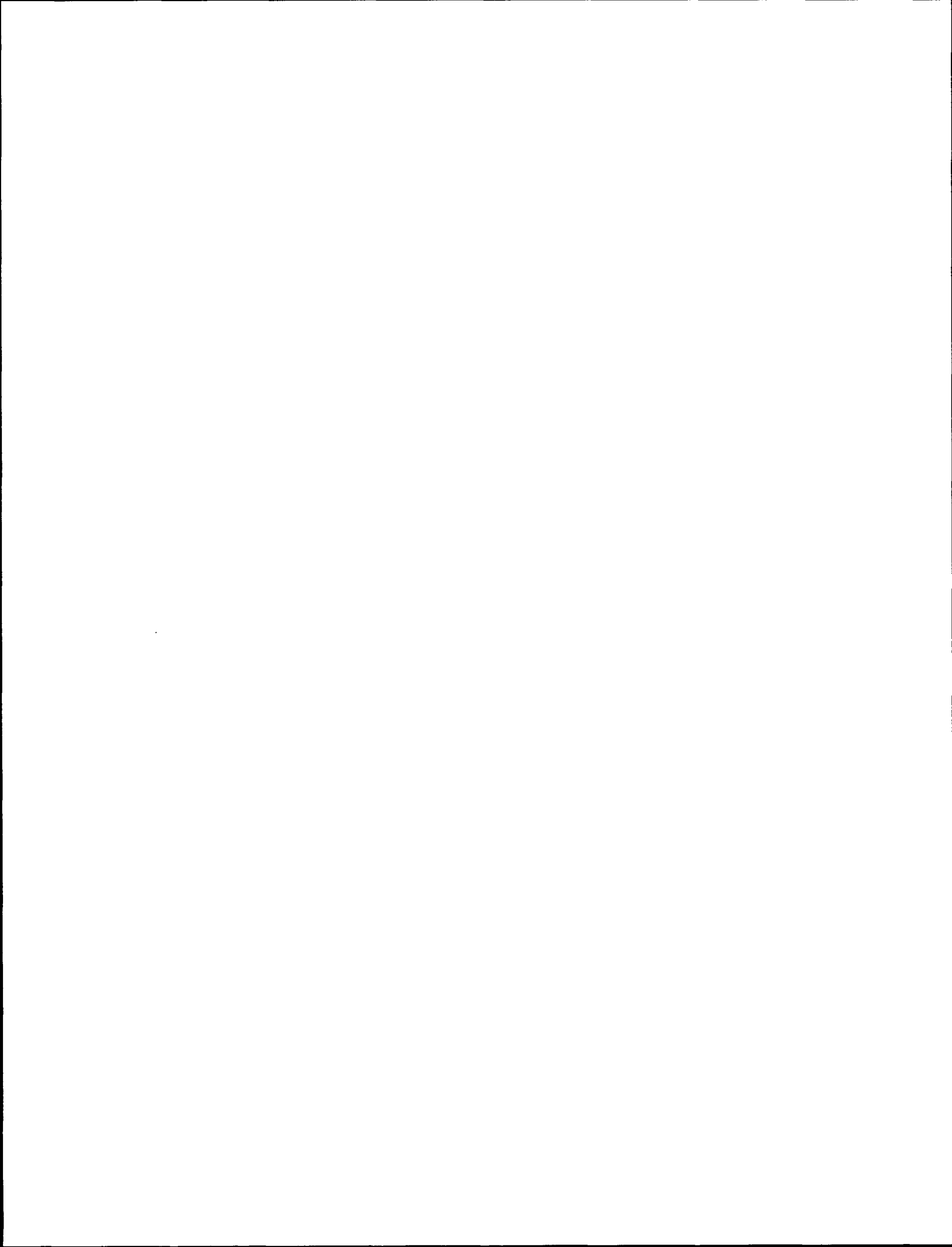
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Wycliffe Community Association, Inc.

Homeowner Documents

February 2005



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

**ARTICLE I
Name**

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

**ARTICLE II
Duration**

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

**ARTICLE III
Purposes**

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

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

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

ARTICLE IV Membership

A person or entity shall become a member of the Association upon acquisition of fee simple title to any Unit in "Wycliffe" by filing a deed in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, evidencing such ownership. SUNDIAL JOINT VENTURE, as Declarant under the Declaration, and the fee simple title holder to the Country Club Property, as defined in the Declaration, shall also be members of the Association. Membership shall continue until such time as the Member transfers or conveys his interest of record or the interest is transferred and conveyed by operation of law. If title to a Unit is held by more than one person, each person shall be a Member of the Association, but no Unit shall be entitled to more than one (1) vote. Membership shall be appurtenant to and may not be separated from ownership of any Unit. No person or entity holding an interest of any type or nature whatsoever in a Unit only as the security for performance of an obligation shall be a Member of the Association. The Declarant shall be a Member of the Association so long as the Declarant owns any portion of the real property encumbered by the Declaration ("Property") or any Unit. Declarant, by including additional real property within the imposition of the Declaration, may cause additional membership in the Association and may designate the ownership basis for such additional membership.

ARTICLE V Voting Rights

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

- A. Class "A". Class "A" Members shall be all Owners with the exception of the Class "B" Member, if any. Class "A" Members shall be entitled to one (1) equal vote for each Unit or each Unit and contiguous lots containing one (1) single-family home if located in a detached single-family home development, owned by such Member, as to matter on which the Membership are entitled to vote, which vote may be exercised or cast by the Member in such manner as may be provided in the Bylaws. There shall be only one (1) vote per Unit. Should

any Member own more than one (1) Unit, such member shall be entitled to exercise or cast one (1) vote for each such Unit unless such Units are contiguous lots on which there exists one (1) single-family residential dwelling. When more than one (1) person holds the ownership interest required above for membership, all such persons shall be members and the vote of such Unit shall be exercised as they, among themselves, determine; provided, however, that in no event shall more than one (1) vote be cast with respect to each Unit. With respect to each Unit owned by other than a natural person or persons, the Member shall file with the Secretary of the Association notice, designating the name of an individual who shall be authorized to cast the vote of such Member. In the absence of such designation, the Owner shall not be entitled to vote on any matters coming before the membership.

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

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

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

All annual meetings of the District Associations or Committees shall be held within the same month each year, which shall be within the month prior to the annual meeting of the Association. Each District shall select its representative to serve as a director on the Board of Directors for the following year at its annual meeting.

ARTICLE VI Board of Directors

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

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

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

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

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

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

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

**ARTICLE VII
Dissolution**

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

**ARTICLE VIII
Amendments**

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

Notwithstanding the foregoing, these Articles of Incorporation may not be amended in any manner that shall conflict with the terms of the Declaration or adversely affect the rights of Declarant, without Declarant's prior written approval; and provided further that no amendment, alteration or rescission may be made which affects the rights or privileges of any Institutional Mortgagee, without the express prior written consent of the Institutional Mortgagee so affected. Any attempt to amend these Articles of Incorporation contrary to these prohibitions shall be of no force or effect.

**ARTICLE 1X
Subscribers**

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

**ARTICLE X
Officers**

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

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

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

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

ARTICLE XI Indemnification of Officers and Directors

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

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

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

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

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

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

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

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

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

ARTICLE XII

Transactions in which Directors or Officers are interested

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

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

ARTICLE XIII
Initial Registered Office and Agent

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

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

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

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

WITNESSETH:

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

WHEREAS, it was the intent of Sundial to establish a general plan and uniform scheme of development and improvement of the property legally described on Exhibit "A" attached hereto (referred to herein sometimes as "WYCLIFFE" or the "Property") as a planned residential community consisting of residential districts and sub-districts; common properties comprised of, among other things, roads, entranceways, water areas, preserve areas and open and landscape areas; and a Country Club reserved for use by the members thereof; and

WHEREAS, Sundial wished to provide for the preservation and enhancement of property values and amenities within WYCLIFFE and to provide a flexible and reasonable procedure for the development of the Property and to establish a method for the administration, maintenance, preservation, use and enjoyment of WYCLIFFE, and to that end subjected the Property to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions set forth in the Original Master Declaration; and

WHEREAS, Sundial caused WYCLIFFE COMMUNITY ASSOCIATION, INC., a Florida Corporation not-for-profit, to be formed (the "Association"), which Association joined in the Original Master Declaration and to which there has been and will be delegated and assigned certain powers and duties of operation, administration, maintenance and repair of portions of WYCLIFFE so that the Association could enforce and carry out the purposes and intent of the Original Master Declaration and the requirements of Palm Beach County, Florida (hereinafter sometimes referred to as the "County") or other governmental authorities in connection with the Property; and

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

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

NOW, THEREFORE, Declarant hereby declares that all of the terms and provisions of the Original Master Declaration be and the same hereby are superseded and amended and restated as follows:

ARTICLE I DEFINITIONS

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

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

- (J) Class "B" Member shall mean and refer to the Declarant and any successor or assignee of Declarant who takes title for the purpose of development and sale and who is designated as such in a recorded instrument executed by the immediately preceding Declarant.
- (K) Class "C" Member shall mean and refer to the fee simple title holder(s) to the Country Club Property.
- (L) Common Expenses shall mean and refer to all actual and estimated expenses incurred or to be incurred by the Association in connection with its ownership, maintenance and other obligations set forth herein, including any reasonable reserves for deferred maintenance, repairs or replacements.
- (M) Common Property shall mean and refer to all portions of the Property which are intended for the common use and enjoyment of the Owners, and which are identified and dedicated to the Association on any recorded subdivision plat or replat of the Property or conveyed to the Association by deed or otherwise identified herein or in any Supplemental Declaration, together with any Improvements thereon and any personal property owned by the Association. The Common Property is not "condominium property" as that term is defined in Chapter 718, Florida Statutes, or otherwise.
- (N) Community-Wide Standard shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Property. Such standard may be more specifically determined by the Board of Directors and the New Construction Committee from time to time.
- (O) Conservation Area shall mean the areas designated as littoral zones, conservation areas and water management tracts on the plats or replats of the Property filed from time to time in the Public Records of Palm Beach County, Florida.
- (P) Country Club shall mean and refer to WYCLIFFE GOLF AND COUNTRY CLUB, INC., a Florida corporation not-for-profit.
- (Q) Country Club Property shall mean and refer to the land and recreational facilities comprising a portion of WYCLIFFE which is privately owned by Declarant, its successors or assigns, including, but not limited to, a clubhouse, private golf courses, tennis courts and other related and supporting facilities and improvements and which is commonly known as "Wycliffe Golf & Country Club."
- (R) Declarant shall mean and refer to KENCO COMMUNITIES I, INC., a Florida corporation, its successors and assigns who take title to any portion of the real property described in Exhibit "A" for the purpose of development and sale, and are designated as the Declarant hereunder in a recorded instrument executed by the then Declarant. The Declarant may make partial or multiple assignments of its rights hereunder. All such successors or assigns shall be deemed to be the Declarant as to those rights which may have been assigned to them. At such time as a Declarant has assigned all of its rights and interests under this Declaration, it shall be relieved from all further liability hereunder.

- (S) Declaration shall mean and refer to this instrument, and all exhibits hereto, as it may be amended from time to time.
- (T) Development Plan shall mean and refer to the graphic representation of the proposed plan for the development of the property described in Exhibit "A" as the same may be amended, a copy of which is attached hereto as Exhibit "C" and made a part hereof. The Development Plan may be modified as Declarant may determine in its sole discretion without the approval or consent of the Owners, the Association, any mortgagee of any portion of the Property or any other person or entity.
- (U) Districts(s) shall mean and refer to all residential Pods comprised of or to be developed as the same housing type designated on the Development Plan, as same may be modified by Declarant in its sole discretion from time to time whether or not governed by an additional homeowners association in which Owners may have common interests other than those common to all Members, such as a common theme, entry feature, development name, and/or common areas and facilities which are not available for use by all Members. For example, and by way of illustration and not limitation, all Pods designated for condominium form of ownership shall collectively constitute one (1) District, as shall all Pods designated for townhouse development, duplex development, cluster home development, patio or zero lot line home development, rental apartment complex development, or single-family detached housing development. There are currently thirteen (13) separate homeowner's associations, one (1) District that does not have a separate homeowner's association (i.e. Exeter) and the Country Club, each comprising a District within the property described on the Development Plan. Where the context permits or requires, the term District shall also refer to the District Association having jurisdiction over the Property within the District. Districts may be divided or combined as Declarant, in its sole discretion, may from time to time determine.
- (V) Exclusive Common Area shall mean and refer to certain portions of the Common Property, including any Improvements thereon, which are for the exclusive or primary use and benefit of one or more, but less than all, Districts. All costs associated with maintenance, repair, replacement and insurance of Exclusive Common Areas shall be assessed against the Owners' Units in only those Districts which are benefited thereby as a District Assessment, as defined herein.
- (AA) Improvements shall mean and refer to all structures of any kind, including, without limitation, any building, fence, wall, sign, paving, grading, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, landscaping or landscape device or object.
- (BB) Institutional Mortgagee shall mean and refer to a bank, bank holding company, or subsidiary thereof, trust company or subsidiary thereof, savings and loan association, insurance company, union pension fund, mortgage company approved by Declarant, agency of the United States Government, or Declarant, which holds a first mortgage of public record on any Unit or Pod or on any other portion of the Property, and the holder of any mortgage of public record given or assumed by Declarant, whether a first mortgage or otherwise, and their successors and assigns.

- (Y) Management Agreement shall mean and refer to a contract for management of the Property entered into between the Association and such other entity as is selected by the Association, in its sole and absolute discretion.
- (Z) Member shall mean and refer to a Class "A" Member, a Class "B" Member, and a Class "C" Member of the Association.
- (AA) Modifications Committee shall mean and refer to that committee of the Association having exclusive jurisdiction over modifications, additions, or alterations made on or to existing Units or structures containing Units and the open space, if any, appurtenant thereto.
- (BB) Mortgage shall mean and refer to a permanent or construction mortgage or any other form of security deed affecting a portion of the Property.
- (CC) Mortgagee shall mean and refer to a beneficiary or holder of a Mortgage.
- (DD) New Construction Committee shall mean and refer to that committee of the Association formed to promulgate design and development guidelines and application and review procedures for new construction upon the Property and to review and approve the plans for same.
- (EE) Owner shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit, but excluding any Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (FF) Pod shall mean and refer to a parcel of vacant land or land on which improvements are under construction as designated on the Development Plan or the site plan approved by Declarant, whichever is more recent, as same may be modified by Declarant in its sole discretion from time to time.
- (GG) Project shall mean and refer to that residential golf course community to be developed and located on the real property identified in Exhibit "A" hereto and known as WYCLIFFE GOLF & COUNTRY CLUB.
- (HH) Property shall mean and refer to that real property described in Exhibit "A" attached hereto and made a part hereof, which is subject to the covenants, reservations, restrictions, easements, assessments and other provisions set forth within this Declaration, together with such additional property as is hereafter subjected to this Declaration by a Supplemental Declaration.
- (II) Shared Cost Agreement shall mean and refer to any agreement executed by the Association and the owner of the Country Club Property for the maintenance and cost allocation of certain properties and Improvements.
- (JJ) Street shall mean and refer to any street, highway, or other thoroughfare which is constructed by Declarant or its designee, within the Project and is dedicated or conveyed to the Association, whether same is dedicated as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, walk or other similar designation.

- (KK) *Intentionally Deleted*
- (LL) District Assessment shall mean and refer to assessments levied against the Units in a particular District to fund District Expenses.
- (MM) District Association shall mean and refer to any legal form of association of owners, other than the Association, formed to be responsible for the maintenance and governance of all services and properties within a particular District.
- (NN) District Declaration shall mean and refer to the declaration of covenants, conditions and restrictions, as the same may be amended from time to time, which shall govern a particular District.
- (OO) District Expenses shall mean and refer to the actual and estimated expenses incurred by the Association primarily for the benefit of Owners of Units within a particular District, which may include a reasonable reserve for capital repairs and replacements, all as may be specifically authorized from time to time by the Board of Directors and as more particularly authorized herein.
- (AA) Supplemental Declaration shall mean and refer to an amendment or supplement to this Declaration which subjects additional property to this Declaration, or imposes, expressly or by reference, additional restrictions and obligations on the land described therein, or both, or which otherwise amends the terms and provisions hereof.
- (QQ) Unit shall mean and refer to a portion of the Property, whether developed or undeveloped, intended for development, use and occupancy as an attached or detached residence for a single family, including rental apartments, and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) condominium units, townhouse units, duplexes, cluster homes, patio or zero lot line homes, single family detached houses on separately platted lots, rental apartments contained within apartment buildings or complexes, and vacant land intended for development as the above uses, all as may be developed, used and defined as herein provided, or as provided in Supplemental Declarations covering all or a part of the Property.
- In the case of an apartment building or other structure which contains multiple dwellings, each dwelling shall be deemed to be a separate Unit.
- In the case of a Pod of vacant land or land on which improvements are under construction, the Pod shall be deemed to contain a number of Units designated for such Pod on the Development Plan or the site plan approved by Declarant, whichever is more recent, as same may be modified by Declarant in its sole discretion from time to time, until such time as a certificate of occupancy is issued on all or a portion thereof by the local government entity having jurisdiction, after which the portion designated in the certificate of occupancy shall constitute a separate Unit or Units as determined above and the number of Units on the remaining land, if any, shall continue to be determined in accordance with this paragraph.
- (RR) Country Club Representative shall mean and refer to the Director designated by Class C Member to exercise the votes of the Country Club Property for amending this

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

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

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

ARTICLE II DEVELOPMENT CONCEPT

Section 1. Planned Residential Development.

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

The Units shall be located in one or more Districts. The assignment of Pods to specific Districts is subject to revision and modification throughout the Project at Declarant's sole discretion. Each District may be developed by Declarant or a Builder. Each District may be governed and administrated by a District Association in accordance with this Declaration and in accordance with a District Declaration.

Section 2. Wycliffe Golf & Country Club.

(A) Declarant and its predecessors have developed Wycliffe Golf & Country Club on a portion of the Property.

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

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

Section 3. The Association.

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

The Association is not a condominium association and, therefore, shall not be affected by the provisions of Chapter 718, Florida Statutes. Further, the express intent of the Declarant and this Declaration is that the substantive rights hereunder shall not be retroactively affected by legislation subsequent to the date of this Declaration.

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

ARTICLE III PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Property.

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

Section 2. Additions.

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

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

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

Section 3. Withdrawal.

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

Section 4. Transfer or Assignment by Declarant.

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

Section 5. Transfer or Assignment by Owners.

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

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

Section 1. Formation.

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

Section 2. Membership.

A person or entity shall become a Member of the Association upon acquisition of fee simple title to any Unit in WYCLIFFE by filing a deed in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, evidencing such ownership. Declarant and the fee simple title holder

to the Country Club Property shall also be Members of the Association. Membership shall continue until such time as the Member transfers or conveys his interest of record or the interest is transferred and conveyed by operation of law. If title to a Unit is held by more than one person, each person shall be a Member of the Association, but no Unit shall be entitled to more than one (1) vote. Membership shall be appurtenant to and may not be separated from ownership of any Unit. No person or entity holding an interest of any type or nature whatsoever in a Unit only as the security for performance of an obligation shall be a Member of the Association. The Declarant shall be a Member of the Association so long as the Declarant owns any portion of the Property or a Unit. Declarant, by including additional property within the imposition of this Declaration, may cause additional membership in the Association and may designate the ownership basis for such additional membership.

Section 3. Administration of the Association.

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

Section 4. Voting.

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

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

(B) The rights of the Class "B" Member, including the right to approve actions taken under this Declaration and the By-Laws, are specified elsewhere in this Declaration and the By-Laws. Notwithstanding anything contained herein to the contrary, the Class "B" Member shall have the right to retain control of the Association until all Units owned by Declarant and all Builders have

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

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

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

(D) Every Unit shall be located within a District as defined herein. The Unit within a particular District may be subject to additional covenants and/or the Unit Owners may be members of another homeowners association (i.e., District Association) in addition to the Association, but no such District Association shall be required except in the case of (i) a condominium; or (ii) a District requiring maintenance of Exclusive Common Areas other than streets, landscaping, street lights, signs, entry features, pools, sprinklers, walks and other common area facilities and Improvements which the Board of Directors, in its sole discretion, agrees to maintain. By way of illustration and not limitation, any District requiring exterior or roof maintenance of the Units constructed therein shall be required to form a District Association. Any District which does not have a District Association shall elect a District Committee as described in Article V, Section 3, of the By-Laws, to represent the interests of Owners of Units in such District.

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

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

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

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

Section 5. Suspension of Membership Rights.

No Member shall have any vested right, interest or privilege in or to the assets, functions, affairs or franchises of the Association, or any right, interest or privilege which may be transferable, or which shall continue after his membership ceases, or while he is not in good standing. A Member shall be considered "not in good standing" during any period of time in which he is delinquent in the payment of any Assessment, or in violation of any provision of this Declaration, or of any rules or regulations promulgated by the Association. While not in good standing, the Member shall not be entitled to vote or exercise any other right or privilege of a Member of the Association.

ARTICLE V COMMON PROPERTY

Section 1. Common Property.

The Common Property is intended for the use and benefit of the Members of the Association and their guests, licensees and invitees. The Association is responsible for the management, maintenance and operation of the Common Property and Areas of Common Responsibility, notwithstanding the manner in which fee simple title to the Common Property may be held.

Section 2. Acquisition and Sale of Property.

The Association shall have the power and authority to acquire such interests in real and personal property and to withdraw such portions of the Common Property as it may deem beneficial to its Members, subject to the provisions of Article III, Section 3 of this Declaration. Such interests may include fee simple or other absolute ownership interests, leaseholds, or such other possessory use interests as the Association may determine to be beneficial to its Members. Any property acquired pursuant to this Section shall be Common Property.

Section 3. Maintenance of Property.

The Association shall, either by virtue of the appointment of a real estate management agent, or through its own personnel, be responsible for the maintenance, ownership, control and repair of the Common Property, including the Exclusive Common Area, and the Areas of Common Responsibility (except as otherwise set forth herein). Specifically, the property the Association shall maintain and be responsible for shall include, but not be limited to:

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

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

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

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

Section 4. Management Agent.

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

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

The Association, through its Board of Directors, shall regulate the use of the Common Property by its Members, and their guests, licensees and invitees and may from time to time promulgate such rules and regulations as are consistent with this Declaration, governing the use thereof as it may deem to be in the best interests of its Members. A copy of all rules and regulations established hereunder and any amendments thereto shall be made available to all Members at the Association office. Such rules and regulations may be enforced by legal or equitable action.

Section 6. Traffic Regulations.

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

Section 7. Enforcement of Restrictions.

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

Section 8. Continual Maintenance.

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

Section 9. Ownership.

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

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