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DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS
FOR
WEDGWOOD OF THE POLO CLUB

Prepared By and Return To:
✓ Jeffrey A. Deutch, Esq.
Broad and Cassel
7777 Glades Road, Suite 300
Boca Raton, Florida 33434

For BROAD AND CASSEL (26)
7777 W. GLADES ROAD
BOCA RATON, FL 33434 SD/

JJW/djs
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DECLARATION OF RESTRICTIONS
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FOR

WEDGWOOD OF THE POLO CLUB

THIS DECLARATION is made this 23rd day of March, 1989, by NATIONAL BUILDING COMPANIES, INC., a Florida corporation, 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.

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

ARTICLE I

DEFINITIONS

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

- (a) "Assessments" - those payments due pursuant to Article V, whether General or Special (as hereinafter defined), or a combination thereof.
- (b) "Association" - WEDGWOOD OF THE POLO CLUB HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit, which is incorporated.
- (c) "Common Areas" - the real property legally described in Exhibit "B" attached hereto and incorporated herein by reference, and any other interest in real property acquired by the Association and deemed Common Areas either in this Declaration or in the instrument of conveyance, together with any improvements on such tracts including without limitation all structures, recrea-

tional facilities, offstreet parking areas, private streets, sidewalks, street lights, and entrance features, but excluding any public utility installations thereon.

- (d) "Developer" - NATIONAL BUILDING COMPANIES, INC., a Florida corporation, its successors and assigns, if such successor or assignee acquires the undeveloped portion of the Properties and is designated as such by NATIONAL BUILDING COMPANIES, INC. The Developer may make partial or multiple assignments of its rights under this Declaration. All such assignees shall be deemed to be the Developer as to those rights which may have been assigned to them and accepted by them.
- (e) "General Assessments" - Assessments levied to fund expenses applicable to all Members of the Association, but shall not include Assessments collected for the Master Association.
- (f) "Lot" - any Lot in the Properties and any Lot shown upon any re-subdivision of any plat of the Properties or any portion thereof.
- (g) "Master Association" - The Polo Club of Boca Raton Property Owners' Association, Inc., a Florida corporation not-for-profit, which is incorporated.
- (h) "Master Declaration" - that certain Declaration of Protective Covenants, Conditions and Restrictions for The Polo Club at Boca Raton, recorded in Official Records Book 4798, Page 1217, Public Records of Palm Beach County, Florida, as amended from time to time.
- (i) "Member" - all those Owners who are members of the Association as provided in Article III, Section 1 hereof.
- (j) "Owner" - the record owner, whether one or more persons or entities, of the fee simple title to any Lot.
- (k) "Properties" - all properties, and additions thereto (which additional properties may or may not be contiguous to the real property described in Article II herein), as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.
- (l) "Special Assessment" - Assessments levied in accordance with Article-V, Section 4 of this Declaration.

ARTICLE II

PROPERTY SUBJECT TO THE DECLARATION; ADDITIONS THERETO

Section 1. 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.

Section 2. Developer's Right to Add Additional Property to or Withdraw Property. Developer shall have the right, in its sole discretion, to add additional property (which may or may not be contiguous to the real property described in Section 1) to the scheme of this Declaration. Developer shall also have the right to withdraw property from the scheme of this Declaration, subject to the approval of Palm Beach County. The addition or withdrawal by Developer shall not require the consent or joinder of the Association, or any Owner or mortgagee of any of the Properties. Upon addition of any property to the scheme of this Declaration, the owners of such additional property shall be and become subject to this Declaration, including assessment by the Association for their prorata share of the Association expenses. No property shall be withdrawn from this Declaration unless such property is dedicated to another association or governmental authority. The addition of lands as aforesaid shall be made and evidenced by filing in the Public Records of Palm Beach County, Florida, a supplementary declaration with respect to the lands to be added.

ARTICLE III

WEDGWOOD OF THE POLO CLUB HOMEOWNERS' 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 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. The Association shall have two classes of voting membership:

Class A Class A members shall be all those Owners as

defined in Section 1, with the exception of the Developer. Class A 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.

Class B

The Class B member shall be the Developer. The Class B member shall be entitled to one vote for each Lot in which it holds the interest required for membership by Section 1; provided, however, that notwithstanding any provision to the contrary, the Developer shall have the right to elect the entire Board of Directors of the Association until such time as Developer no longer holds the title to any portion of the Properties or to any additional property which may have been brought under the provisions hereof by recorded supplemental declarations, as set forth in Article II hereof.

Within one hundred twenty (120) days after the date the Developer no longer holds title to any portion of the Properties, Developer shall call a meeting, as provided in the Bylaws for Special Meetings, to advise the membership of the termination of Class B status and to provide for the turnover of control of the Board of Directors to the Members.

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

Section 4. Termination of the Association. In the event the Association is terminated or shall no longer continue to exist for any reason whatsoever, the Master Association may maintain all Common Areas and is hereby authorized to assess all Owners for the costs of such maintenance, provided that the Board of Directors of the Master Association has given its prior consent. In the event of dissolution of the Association, for whatever reason other than merger or consolidation as provided for herein, and the inability or unwillingness 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 Properties and Common Areas.

Section 5. Common Areas.

(a) Ownership. Developer may retain the legal title to the Common Areas so long as it owns fee simple title to at least one Lot in the Properties. On or before conveyance by Developer of the last Lot which it owns in the Properties (or sooner at the Developer's option), the Developer or its successors and assigns shall convey and transfer the record fee simple title to the Common Areas to the Association and the Association shall accept such conveyance, subject to taxes for the year of conveyance and to restrictions, limitations, conditions, reservations and easements of record.

(b) Maintenance. Commencing with the date this Declaration is recorded, the Association shall be responsible for the maintenance of the Common Areas and any improvements and any personal property thereon in a continuous and satisfactory manner and for the payment of taxes assessed against the Common Areas accruing from and after the date this Declaration is recorded. Such taxes shall be prorated between Developer and the Association as of the date of such recordation. 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 (upon completion of construction by Developer), including, but not limited to, all recreational facilities, landscaping, paving, drainage structures, street lighting fixtures 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 fixtures shall include the

fixtures within the Common Areas and shall further extend to payment for electricity consumed in the illumination of such lights. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through Assessments imposed in accordance with Article V 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.

(c) Developer's Right to Common Areas. Developer shall have the right from time to time to enter upon the Common Areas during periods of construction upon adjacent properties and for the purpose of construction of any facilities on the Common Areas that Developer elects to build. Developer may grant easements to Lot owners adjacent to Common Areas for overhangs, protrusions, and encroachments of any portion of the improvements to a Lot which are constructed by Developer.

(d) Street Lighting. The Association shall have the obligation for maintenance of any street lighting facilities from the date of recording this Declaration or from the date of installation of the street lighting, whichever occurs first. In the event the Developer, in its sole discretion, elects to install such street lighting, Developer shall be entitled to all rebates or refunds of the installation charges and the Association hereby assigns such rebates or refunds to Developer and the Association shall forthwith pay same to the Developer.

Section 6. Lot Maintenance. The Association shall provide maintenance of all lawn areas located within the Properties and all exterior maintenance for each building within the Properties as follows: paint, repair, replace and care for exterior building surfaces (other than front residence doors, windows, screening, roofs, roof eaves and gutters), garage doors and fences. Each individual Lot Owner shall maintain and repair his individual front residence door, windows, screening, swimming pool, pool deck, roofs, 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

This is 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, 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 or replacements of improvements damaged by fire, windstorm, hail or other casualty; such repairs or replacements shall be made by the Owner of the Lot which suffers 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 6.

Section 7. Powers. The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to acquire, by purchase, lease or otherwise, one or more dwelling units for occupancy by its employees or independent contractors, and to enter into an agreement or agreements from time to time with one or more person, firms or corporations for management services. The Association shall have all other powers as provided in its Articles of Incorporation.

Section 8. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines, which shall be levied as Special Assessments as provided in Article V, Section 4, of this Declaration, and suspension of the right to vote and the right to use the recreational facilities. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the

Bylaws of the Association. In addition, the Association, through the Board, may, by contract or other agreement, enforce court ordinances or permit Palm Beach County to enforce ordinances on the Properties for the benefit of the Association and its Members.

ARTICLE IV

ARCHITECTURAL CONTROL BOARD

Section 1. Architectural Control Board. The Architectural Control Board ("ACB") shall be a standing committee of the Association. 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 Section and other provisions of this Declaration. The initial rules and regulations of the Architectural Control Board are set forth on Exhibit "C" attached hereto and made a part hereof, and any amendment or modification of such rules and regulations shall not be deemed an amendment to this Declaration and need not be recorded in the Public Records. The initial Architectural Control Board shall consist of one (1) member: Gary Slossberg, and the address of the Board shall be 902 Clint Moore Road, Suite 220, Boca Raton, Florida 33487. When all residential dwelling units proposed to be constructed within the Properties have been conveyed to Owners, the Board shall be increased to three members and such members shall be designated by the Directors of the Association. 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 need not be members of the Association and shall not be entitled to any compensation for services performed pursuant to this Section. A majority of the 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. This Section 1 shall not apply to the Developer or any other entity acquiring one (1) or more Lots in the Properties for the purpose of constructing residences.

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

Section 3. Association's Consent. Any request by an Owner for approval by the ACB to any addition, alteration, improvement, or change shall be in writing and shall be accompanied by plans and specifications or other details as the ACB may deem reasonably necessary in connection with its determination as to whether or not it will approve same. Approval of any request shall not be unreasonably withheld, and shall not be withheld in a discriminatory manner or in a manner which unreasonably prohibits the reasonable development of any Lot but may be withheld due to aesthetic considerations. Notwithstanding the foregoing, the ACB may withhold approval for upgraded landscaping to be installed by an Owner within that portion of his Lot to be maintained by the ACB solely due to maintenance and related considerations, and the ACB may withhold approval for construction of swimming pools due to nuisance and related considerations (such as the likelihood of interference with other residents of the Properties during construction). The ACB shall notify the Owner of its approval or disapproval by written notice within thirty (30) days after request for such consent is made in writing to the ACB, and in the event the ACB fails to disapprove any request within such thirty (30) day period, the consent shall be deemed approved and upon request the ACB shall give written notice of such approval. In consenting to any plans or specifications, the ACB may condition such consent upon changes being made. If the ACB consents to any plan and specifications, the Owner may proceed to make the alteration, addition, improvement, or change in strict conformance with the plans and specifications approved by the ACB, and subject to any conditions of the ACB's approval.

Section 4. No Liability. The ACB shall not be liable to any Owner in connection with the approval or disapproval of any alteration, addition, improvement, or change. Furthermore, any approval of any plans or specifications by the ACB shall not be deemed to be a determination that such plans or specifications are complete or do not contain defects, or in fact meet any standards, guidelines and/or criteria of the ACB, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and the ACB shall not be liable for any deficiency, or any injury resulting from any deficiency, in such plans and specifications.

Section 5. Remedy for Violations. In the event this section is violated in that any alteration, addition, improvement, or change is made without first obtaining the approval of the ACB, or is not made in strict conformance with any approval granted by the ACB, the ACB shall specifically have the right to demand that an Owner stop, remove and/or alter any alteration, addition, improvement or change in a manner which complies with the requirements of the ACB, and the ACB may pursue injunctive relief or any other legal or equitable remedy available to the ACB in

order to accomplish such purposes. Any action to enforce this Section must be commenced within one (1) year after the date of the violation. The foregoing shall be in addition to any other remedy set forth herein for violations of this Declaration.

Section 6. Notwithstanding anything to the contrary herein, nothing contained in this Article IV of this Declaration shall be construed in such a manner as to limit the rights of the Master Association more particularly described in the Master Declaration, and the ACB shall accept any right and/or responsibilities delegated to it by the Master Association as required by the Master Declaration.

ARTICLE V

ASSOCIATION COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for the Assessments. The Developer, for each Lot owned by it within the Properties, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual Assessments for general expenses as provided in Article III 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 Area; 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 will be met.

Section 3. Date of Commencement of Annual Assessments; Due Dates. The annual Assessments shall commence on the date or dates, which shall be the first (1st) day of a month, fixed by the Board of Directors of the Association to be the date of commencement. Thereafter, 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) charges for expenses of the Association which are not general expenses but which are attributable to a specific Lot or Lots and which are designated as a special charge.
- (b) reimbursement for damages caused by a Unit Owner or Owners, their family members, guests, invitees or tenants.
- (c) capital improvements relating to the Common Area.
- (d) late charges, user fees, fines and penalties.
- (e) any other charge which is not a general expense.
- (f) any general expense, except reserves, which exceeds the amount budgeted or any emergency expense which exceeds the amount of any reserves or other Association funds.

The Board of Directors shall fix the amount and due date of any Special Assessment by resolution, which resolution shall also set forth the Lot or Lots subject to such Assessment. Provided, however, that any resolution of Special Assessments for capital improvements shall not be effective until approved by two-thirds vote of the Members voting, as permitted in the Association's Articles or Bylaws, at a meeting called for such purpose.

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Section 5. Trust Funds. The portion of all annual Assessments collected by the Association as reserves for future expenses, and the entire amount of all Special Assessments collected for capital improvements shall be held by the Association in trust for the owners of all Lots, as their interests may appear.

Section 6. Effect on Developer. Notwithstanding any provision that may be contained to the contrary in this instrument, for so long as Developer is the owner of any Lot, the Developer shall not be liable for Assessments against such Lot, provided that Developer shall be responsible for all Association expenses in excess of the Assessments received from other Owners (such amounts received from other Owners shall include, but shall not be limited to, working capital contributions paid by such other Owners), and other income received by the Association. In no event shall Developer be required to fund reserves allocated to any Lot owned by the Developer. Developer may, at any time, commence paying such Assessments as to all Lots that it owns and thereby automatically terminate its obligation to fund deficits in the operating expenses of the Association.

Section 7. Working Capital Fund. Developer shall establish a Working Capital Fund for the initial months of operation of the Association, which shall be collected by the Developer from each Lot purchaser at the time of conveyance of each Lot to such purchaser in an amount equal to two (2) months of the annual Assessment for each Lot. Each Lot's share of the Working Capital Fund shall be collected and transferred to the Association at the time of closing of the sale of each Lot. The purpose of this fund is to assure that the Association's Board of Directors will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Board of Directors. Amounts paid into the fund are not to be considered as advance payment of regular Assessments.

Section 8. 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 or agent 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.

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Section 9. Collection of Assessment; Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; the Lien; Remedies of the Association. If any Assessment is not paid within ten (10) days after the due date, the Association shall have the right to charge the default Owner a late fee of ten percent (10%) of the amount of the Assessment, or Ten and No/100 Dollars (\$10.00), whichever is greater, plus interest at the then highest rate of interest allowable by law from the due date until paid. If there is no due date applicable to any particular Assessment, then the Assessment shall be due ten (10) days after written demand by the Association. If any Owner is in default in the payment of any Assessment owed to the Association for more than thirty (30) days after written demand by the Association, the Association upon written notice to the defaulting Owner shall have the right to accelerate and require such defaulting Owner to pay Assessments to the Association for the next twelve (12) month period, based upon the then existing amount and frequency of Assessments. In the event of such acceleration, the defaulting Owner shall continue to be liable for any increases in the regular Assessments, for all Special Assessments, and/or for all other Assessments payable to the Association. If the Assessments and any late fees and interest are not paid on the date when due, then such Assessments and any late fees and interest shall become delinquent and shall, together with such interest thereon and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the Owner, 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 and late fees with respect to such Lot. In any voluntary conveyance, the Grantee shall be jointly and severally liable with the Grantor for all unpaid Assessments made prior to the time of such voluntary conveyance, without prejudice to the rights of the Grantee to recover from the Grantor the amounts paid by the Grantee therefor.

The Association may bring an action at law against the Owner personally obligated to pay the same or may record a claim of lien against the property on which the Assessment and late fees are unpaid, or may foreclose the lien against the property on which the Assessment and late fee are unpaid, in like manner as a foreclosure of a mortgage on real property, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such Assessment and late fee, attorney's fees and costs of preparing and filing the claim of lien and the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the Assessment and late fee 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 and late fees hereunder.

Section 10. 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 a 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 mortgagee 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 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 10, 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.

Section 11. Exempt Property. The Board of Directors shall have the right to exempt property subject to this Declaration from the Assessments, charges and liens created herein if such property is used (and as long as it is used) for any of the following purposes:

(a) Any easement or other interest therein dedicated and accepted by a public authority and devoted to public use or to the Master Association.

(b) All Common Areas as defined in Article I hereof.

(c) All properties exempt from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

Notwithstanding any provisions herein, no land devoted to dwelling use shall be exempt from said Assessments, charges or liens.

ARTICLE VI

EASEMENTS

Section 1. Members' Easements. Each Member of the Association and each tenant, agent and invitee of such Member shall have a permanent and perpetual easement for ingress and egress for pedestrian and vehicular traffic over and across the walkways 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 a permanent and perpetual easement for pedestrian traffic across all such portions of such tracts and for the use of same in such manner as may be regulated by the Association. The foregoing easements are subject to the following:

- (a) The right and duty of the Association to levy Assessments against each Lot for the purpose of maintaining the Common Areas and facilities in compliance with the provisions of this Declaration and with any restrictions on the various plats of the Properties from time to time recorded.
- (b) The right of the Association to suspend the voting rights and right to use the Common Areas 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 to adopt and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon.
- (d) The right of the Developer and the Association to dedicate or transfer all or any part of the Common Areas for such purposes and upon such conditions as may be approved by two thirds (2/3) of the votes of each class

of Members, at a regular or special meeting of the Members duly called for such purpose. Provided, however, that as long as the Developer owns any portion of the property affected by this Declaration, such action shall only be effective upon the joinder and consent of the Developer, notwithstanding any other provision regarding Developer's consent.

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 or additional lands for which Developer holds an option to purchase, but all use of utility easements shall be 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. There shall be reciprocal appurtenant easements of encroachment as between each Unit and such portion or portions of the Common Area adjacent thereto or as between adjacent Units due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than one (1) foot, as measured from any point on the common boundary between each Unit and the adjacent portion of the Common Area or as between said adjacent Units, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner, tenant, or the Association.

Section 6. Additional Easement. The Developer (during any period in which the Developer has any ownership interest in the Properties) and the Association shall each have the right to grant such additional electric, telephone, gas, sprinkler, irrigation, cable television or other easements, and to relocate any existing easement in any portion of the Properties and to grant

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access easements and to relocate any existing access easements in any portion of the Properties as the Developer or 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. Zero-Lot Line Easement. The wall of any residence which is constructed within one foot (1') of the side Lot line of any Lot is deemed a "zero-lot-line wall". The Owner of the Lot adjoining the zero-lot-line wall shall have the right to use said wall for other purposes, if any, approved by the Association. In order to allow the Owner of any residence with a zero-lot-line wall to maintain said wall, said Owner shall have a three foot (3') easement over such adjoining Lot, with the right of ingress and egress during reasonable times of day, for the purpose of maintaining and repairing the zero-lot-line wall. There shall also be a one and one-half foot (1½') easement for roof eaves, overhangs, gutters, other protrusions, and underground pipelines and for water run-off over said adjoining Lot. Said roof eaves and overhangs shall be guttered and may not project more than eighteen inches onto said adjoining Lot. The easements created in this section shall be permanent, perpetual and exclusive to the Owners involved.

Section 8. Association Easement. For the purpose solely of performing the exterior maintenance authorized by this Section 8 of Article III, the Association, through its duly authorized agents, employees or independent contractors, shall have the rights, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours of any day 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 addition, the owner of the adjoining property (not within the Properties) may grant the Association, its duly authorized agents, employees or independent contractors, such easements for ingress and egress across its properties to effect and perform its duties. In such event, the Association shall indemnify the adjoining property owner for any damage or injury to the easement areas caused by the use thereof or access to perform the exterior maintenance. In the event an Owner is on vacation and/or will not be present to permit entry onto his Lot for the exterior maintenance aforementioned, said Owner shall deposit his gate key with the Association to permit entry thereon.

Section 9. Master Association Easement. In the event the Association, for whatever reason, fails to fulfill its maintenance obligations pursuant to Article III of this Declaration, then the Master Association is hereby authorized to maintain the Common Areas and Lots in accordance with the provisions of this Declaration upon approval of the Master Association Board of Directors. If such approval is granted, the Master Association is hereby granted a non-exclusive, perpetual easement over the Properties to perform such maintenance obligations and to conduct such maintenance activities as may be required by the Master Declaration. The Master Association shall have the right pursuant to Article 4.12 of the Master Declaration to assess the Association for the Master Association's costs in performing such maintenance and shall be entitled to lien the common areas for the non-payment of same.

Section 10. Access Easement. In connection with the original construction of a residence upon a Lot, the Developer has constructed on certain Lots, a wall which includes a gate. The wall and gate as initially constructed are more or less parallel to the street and connected from one residence to the adjoining residence. The wall and gate will hereinafter be referred to as the "Zero Lot Wall". There is hereby granted to the Owner of each Lot adjacent to a Zero Lot Wall an easement and right of ingress and egress during reasonable times of the day over that portion of a Lot located between the Zero Lot Wall and the street. The Owner of a Zero Lot Wall shall not permit the installation of any improvement which would interfere with the access right of the adjacent Owner through the Zero Lot Wall.

As a result of the construction of a Zero Lot Wall on a Lot, there is created a triangular portion of a Lot located immediately adjacent to a Zero Lot Wall and immediately adjacent to the adjoining Lot. There is hereby created in favor of the adjacent Lot Owner with respect to each such triangular portion, an exclusive easement over, across and through such triangular area. The easement created hereby shall be for proper residential purposes, including but not limited to ingress, egress, landscaping, irrigation systems and landscaping.

Section 11. Construction Easement. Each Lot and the Common Area is hereby subjected to a permanent easement appurtenant to any adjoining Lot to permit the construction, existence, maintenance, repair and restoration of structures located on such adjoining Lot, including roof structures which overhang and encroach upon the servient Lot or Common Area, provided that the construction of such structure is permitted and approved as elsewhere herein provided. The owner of the dominant tenement shall have the right, at all reasonable times, to enter the easement area in order to construct improvements, and to maintain, repair

and restore any improvements located on the dominant tenement, provided, however that such entry shall be allowed only during daylight hours and with the prior knowledge of the owner of the servient tenement. In case of emergency, such right of entry shall be immediate, not restricted as to time and not be conditioned upon prior knowledge of the owner of the servient tenement. The owner of the servient tenement shall not place any improvements, material or obstacle in or over the easement area on the servient tenement which would unreasonably interfere with the rights of the owner of the dominant tenement granted by this Section. Any such improvement, material or obstacle shall be promptly removed by the owner of the servient tenement at that owner's expense when requested by the owner of the dominant tenement or Declarant notwithstanding any lapse of time since such improvement, material or other obstacle was placed in or over the easement area. In the event an Owner fails to move such improvement, material or obstacle, then the Association may remove same and the expense of such removal shall be charged to the Owner as an Assessment.

ARTICLE VII

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 Lot shall be used except for residential purposes. The temporary uses for model homes, parking lots, and/or sale offices shall be permitted for the Developer.

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 if necessary by the Master Association pursuant to Section 12, 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, if replaced said building shall be replaced with a unit of similar size and type.

Section 4. Leasing of Units. No unit shall be leased for a term of less than thirty (30) days nor more than two times in one calendar year.

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Section 5. Building Location. Buildings shall be located in conformance with the Zoning Code of the County of Palm Beach, Florida and any specific zoning approvals thereunder, or as originally constructed on a Lot by Developer or its successor or assignee. Whenever a variance or special exception as to building location or other item has been granted by the authority designated to do so under the Zoning Code, said variance or special exception is hereby adopted as an amendment to this Section and any future variance or special exception as to building location or other item shall constitute an amendment of this Section.

Section 6. Landscaping of Easements. In addition to the easements reserved herein, easements for drainage, installation and maintenance of utilities and for ingress and egress are reserved as shown on the recorded plat(s) 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, curbs, 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 Properties, 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 7. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or any other Lot owner. In the event of any question as to what may be or become a nuisance, such question shall be submitted to the Association for a decision in writing, which decision shall be final. In addition, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that the Owner shall fail or refuse to keep the demised premises free of weeds, underbrush or refuse piles or

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other unsightly growths or objects, then the Association may enter upon said premises and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass. All garbage or trash containers must be underground or placed in walled-in areas so that they shall not be visible from the adjoining properties. Provided however, any portion of the Properties not yet developed by Developer, shall be maintained in a clean condition but shall not be expected to be maintained in a manicured condition.

Section 8. Temporary Structures. No structure of a temporary character, or trailer, tent, mobile home or recreational vehicle shall be permitted on any Lot either temporarily or permanently, except that the Developer may park a trailer on the Properties during periods of construction.

Section 9. 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 or the ACB; provided that the Developer, so long as it has not sold all of its Lots in the Properties, shall retain the right to disapprove any signs displayed to the public view, and the Developer may also display signs for purposes of promoting sales activity. Notwithstanding the foregoing, this Section shall not apply to the Developer for so long as it holds title to any portion of the Properties.

Section 10. 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 11. Pets, Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs weighing less than thirty (30) pounds, 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 12. Visibility at Intersections. No obstruction to visibility at street intersections shall be permitted.

Section 13. Commercial Trucks, Trailers, Campers and Boats. No trucks or commercial vehicles, campers, mobile homes, motor-homes, 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 or behind patio walls if not visible from the streets. The term "commercial vehicle" shall include all automobiles, trucks and vehicular equipment, including station wagons, which bear signs or shall have printed on same some reference to any commercial undertaking or enterprise, or vehicles of more than six feet (6') in height. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other commercial services. If Developer shall elect to include a storage area for such vehicles within the Properties, all such vehicles, boats, etc. must be stored within such area or within the garage located on a Lot.

Section 14. Fences. No fence, wall or other structure shall be erected in the front yard, back yard, or side yard except as originally installed by Developer or its assignee, and except any 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 or the Common Areas. Drying areas will be permitted only in locations approved by the Architectural Control Board and only when protected from view by screening or fencing approved by the Architectural Control Board. 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. Gas Containers. No gas tank, gas container, or gas cylinder (except those placed by the Developer or approved by the ACB in connection with the installation of swimming pools and/or barbecues) shall be permitted to be placed on or about the outside of any house or any ancillary building, and all such items (except those placed by the Developer in connection with the installation of swimming pools 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.

Section 18. Communication Equipment. Except as may be originally installed by the Developer or as may be permitted by the Architectural Review Board, no antennas, satellite dishes, aeri-als, or lines or wires for communication or transmission of current shall be placed on any portion of the Properties. In no event, however, shall lines or wires for communication or the transmission of current be constructed, placed, or permitted to be placed within the Common Areas unless the same shall be installed by the Association for the common use of all Members, and shall be protected cables, and any of said lines or wires which are not located in buildings shall be constructed or placed and maintained underground. Any line or wire installations permitted by the Architectural Review Board pursuant to this Section shall be protected cable and shall only be installed underground.

Section 19. Open Space. Any plat or replat of the property subject to this Declaration must conform with the master plan as approved by the Board of County Commissioners of the County as well as the applicable site plan as approved by the Site Plan Review Committee.

Section 20. Drainage. No change in any drainage pattern of any Lot, after issuance of a certificate of occupancy for the dwelling thereon, or of any portion of the Properties, after all contemplated improvements have been completed, shall be made which will cause undue hardship to an adjoining lot or adjoining property with respect to natural runoff of rain water.

ARTICLE VIII

OWNERSHIP IN THE POLO CLUB;

NEIGHBORHOOD DECLARATION

Section 1. Ownership in The Polo Club. The Properties are hereby declared to be Committed Property and assigned a Land Use Classification of Residential Property as defined in and pursuant to the terms of the Master Declaration. Further, this Declaration of Restrictions is hereby deemed a Neighborhood Declaration as defined in the Master Declaration. By taking title to a Lot, therefore, each Owner becomes subject to the terms and conditions of the Master Declaration. Among other things, the Master Declaration provides that an Owner shall become a member of the Master Association, shall acquire certain property rights to

common areas within The Polo Club and shall become subject to the Assessments of the Master Association, which Assessments may be collected by the Association upon the request of the Master Association. In the event of a conflict between the Neighborhood Declaration and the Master Declaration, the Master Declaration shall control.

Section 2. Membership in the Master Association. In accordance with the provisions of the Articles of Incorporation of the Master Association, all Owners shall be members in that association. Notwithstanding such membership, only a representative Member who shall be the President of the Association or the individual Member designated in the President's written proxy, shall be entitled to vote in accordance with the provisions of Section 5.03 of the Master Declaration, on behalf of all Members of the Association, at meetings of the members of the Master Association.

Section 3. Notice to Master Association. Copies of 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. Cooperation with Other Maintenance Associations. The Association shall cooperate with the Master Association, and shall collect the payment of all maintenance assessments levied upon the Properties and shall remit the appropriate amounts due and payable to the Master Association in accordance with the provisions of Article 9 of the Master Declaration.

ARTICLE IX

SALES ACTIVITY AND DEVELOPER'S RIGHTS

Notwithstanding any provision herein to the contrary, until the Developer has completed, sold and conveyed all of the Lots within the Properties, neither the Owners, nor the Association, nor their use of the Common Areas shall interfere with the completion of the contemplated improvements and the sale of Lots and other sales activity of the Developer, whether related to the Properties or other developments of the Developer. The Developer (or its duly authorized agents or assigns) may make such use of the unsold Lots and the Common Areas as may facilitate such completion and sale including, but not limited to, the maintenance of sales offices, construction trailers, model homes, and/or parking lots for the showing of the property, and the display of signs, billboards, flags, placards and visual promotional materials. The Developer shall have the right to use

unimproved Lots for temporary parking, if any, for prospective purchasers and such other parties as Developer determines. Each Lot and the Common Area is hereby subjected to an easement for the purposes set forth herein.

ARTICLE X

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 Developer, the 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 periods 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. Notices. 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 Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting or violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants and failure by the Developer, the Association or the Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. These covenants may also be enforced by the Master Association and the Architectural Control Board. The expenses of any litigation, including reasonable attorneys' fees, for actions at law or in equity, to compel compliance with these restrictions and covenants, or to prevent the violation or breach of any of them, shall be borne by any Owner or Owners of any Lot found to be in violation of said restrictions and covenants.

Section 4. 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 5. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this agreement may be amended, changed, added to, derogated, or deleted at any time and from time to time upon the execution and recordation of any instrument executed by: (1) Developer, for so long as it holds title to any Lot affected by this Declaration; or alternatively, (2) Owners holding not less than two-thirds vote of the membership in the Association, provided that so long as the Developer is the owner of any Lot affected by this Declaration, the Developer's consent must be obtained.

Section 6. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five (75%) percent of the Board of Directors. In the case of such a vote, and notwithstanding anything contained in this Declaration or the Articles of Incorporation or Bylaws of the Association to the contrary, a Board member shall not vote in favor of bringing or prosecuting any such proceeding unless authorized to do so by a vote of Members representing seventy-five (75%) percent of the total vote of the Association. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Assessments, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Developer or is approved by the percentage votes, and pursuant to the same procedures necessary to institute proceedings as provided above.

Section 7. Effective Date. This Declaration shall become effective upon its recordation in the Public Records of Palm Beach County, Florida.

EXECUTED as of the date first above written.

Signed, sealed and delivered
in the presence of:

NATIONAL BUILDING COMPANIES,
INC., a Florida corporation

Don D. Curcio
Helen A. Shastley

By: Saul A. Slossberg
Saul A. Slossberg, President

[Notary Block Continued on Next Page]

ORB 6101 Pg 811

STATE OF FLORIDA
SS:
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, this
23 day of March, 1989, by Saul A. Slossberg, as President of
NATIONAL BUILDING COMPANIES, INC., a Florida corporation, on
behalf of the corporation.

Saul A. Slossberg

Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES JULY 27, 1989
DAVID L. TROY TROY FAIR INSURANCE, INC.

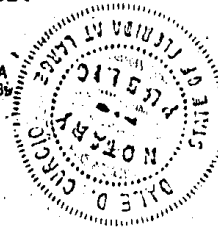


EXHIBIT "A"

TO
DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS
FOR
WEDGWOOD OF THE POLO CLUB

Property Subject to Declaration:

The real property described in the Plat of Parcel P-1 of The Polo Club recorded in Plat Book 62, Pages 181 through 183 of the Public Records of Palm Beach County, Florida.

Less and except therefrom Tracts G, I and J of the Plat of Parcel P-1 of The Polo Club recorded in Plat Book 62, Pages 182 through 183, of the Public Records of Palm Beach County, Florida.

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EXHIBIT "B"

**TO
DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS
FOR
WEDGWOOD OF THE POLO CLUB**

Description of Common Areas:

Tracts A, B, C, D, E, F and H, as shown on the
Plat of Parcel P-1 of The Polo Club, recorded
in Plat Book 62, Pages 181 through 183 of the
Public Records of Palm Beach County, Florida.

EXHIBIT "C"
TO
DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS
FOR
WEDGWOOD OF THE POLO CLUB

Rules and Regulations
of the
Architectural Control Board
of
WEDGWOOD OF THE POLO CLUB

1. Any Owner who desires to construct an improvement or structure of any kind on his Lot shall submit two complete sets of all plans and specifications and samples of proposed building materials to the Architectural Control Board (the "Board").
2. All approvals by the Board shall be subject to further approval by the Master Association.
3. All exterior building materials shall be real and not artificial; and all exteriors shall be consistent with the theme adopted by the Developer.
4. No metal cyclone fences are permitted. All walls shall be concrete block and stucco, with wood trim, if desired.
5. No window or wall air conditioning units are permitted.
6. All mailboxes or receptacles for the delivery of newspapers, magazines or mail shall be approved by the Board prior to installation on any Lot.
7. The following plant material shall not be planted in the Properties: (a) Cocos Nufifera (coconut palm); (b) Melaleuca Leucadendron (cajeput tree); (c) Casuarine Equisetifolia (Australian Pine); (d) Schinus Terebinthilblius (Brazilian Pepper); and (e) Wedalia Trilobata (Wedilia).
8. Except when placed in front for pickup, no garbage container shall be visible from the street.

105-6683-1

PREPARED BY AND RETURN TO:
James J. Wheeler, Esq.
Broad and Cassel
7777 Glades Road, Suite 300
Boca Raton, FL 33434

AUG-09-1989 10:36am 89-225061

ORB 6156 Pg 352

AMENDMENT TO
DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR WEDGWOOD OF THE POLO CLUB

This Amendment to Declaration is made this 4th day of August, 1989, by NATIONAL BUILDING COMPANIES, INC., a Florida corporation ("Declarant").

WITNESSETH:

WHEREAS, Declarant recorded the Declaration of Restrictions and Protective Covenants ("Declaration") on June 16, 1989, in Official Records Book 6101, Page 784 of the Public Records of Palm Beach County, Florida; and

WHEREAS, Article X, Section 5 of the Declaration authorizes the Declarant to amend the Declaration without the approval of the Association, Unit Owners, lienors or mortgagees of Units; and

WHEREAS, the Amendment set forth herein is for the purpose of correcting a scrivener's error appearing in the Declaration; and

WHEREAS, the Amendment set forth herein does not materially affect the rights of Unit Owners, lienors or mortgagees.

NOW, THEREFORE, Declarant makes this Amendment to the Declaration as follows:

Exhibits "A" and "B" to the Declaration are hereby replaced, respectively, with the attached Exhibits "A" and "B."

IN WITNESS WHEREOF, the undersigned Declarant has hereunto set its hand and affixed its seal this 4 day of August 1989.

Signed, sealed and delivered in the presence of:

NATIONAL BUILDING COMPANIES, INC.,
a Florida corporation

Dale D. Curcio
Helen G. Slossberg

By: Gary Slossberg, Vice President

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

The foregoing instrument was acknowledged before me this 4th day of August, 1989, by Gary Slossberg, as Vice President of National Building Companies, Inc., a Florida corporation.



Dale D. Curcio
Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JULY 27, 1993
BONDED THRU GENERAL INS. UND.

"WILL-CALL-ATS"
for BROAD AND CASSEL ()
7777 W. GLADES ROAD
BOCA RATON, FL 33434

EXHIBIT "A"
TO
DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS
FOR
WEDGWOOD OF THE POLO CLUB

Property Subject to Declaration:

The real property described in the Plat of Parcel P-1 of The Polo Club recorded in Plat Book 62, Pages 188 through 190 of the Public Records of Palm Beach County, Florida.

Less and except therefrom Tracts G, I and J of the Plat of Parcel P-1 of The Polo Club recorded in Plat Book 62, Pages 188 through 190 of the Public Records of Palm Beach County, Florida.

This is a certified copy

EXHIBIT "B"

TO
DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS
FOR
WEDGWOOD OF THE POLO CLUB

Description of Common Areas:

Tracts A, B, C, D, E, F and H, as shown on the
Plat of Parcel P-1 of The Polo Club, recorded
in Plat Book 62, Pages 188 through 190 of the
Public Records of Palm Beach County, Florida.

This is not a certified copy

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT