

**SECOND AMENDED AND RESTATED  
BY-LAWS OF  
WYCLIFFE GOLF AND COUNTRY CLUB  
HOMEOWNERS' ASSOCIATION, INC.**

Pursuant to §617.1101, et seq., of the Florida Not For Profit Corporation Act, Wycliffe Golf and Country Club, Inc. ("Country Club"), a Florida not for profit corporation, was merged with and into Wycliffe Community Association, Inc. ("Association"), a Florida not for profit corporation, pursuant to a Plan of Merger, dated November 20, 2018 and effective December 31, 2018 ("Plan of Merger"). Subsequent to the merger, on 4/25, 2022 and 4/25, 2022 respectively, the Board of Directors and Club Members each voted by a sufficient number and Club Members each voted by a sufficient number of votes to approve and adopt these Second Amended and Restated By-Laws of Wycliffe Golf and Country Club Homeowners' Association, Inc. amending, restating, and superseding in their entirety the prior Amended and Restated By-Laws of Wycliffe Golf and Country Club Homeowners' Association, Inc. recorded in the Palm Beach County, Florida public records at Official Records Book 30329, Page 206, eq, seq.

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

Section 1. Name. The name of the Association is Wycliffe Golf and Country Club Homeowners' Association, Inc. (hereinafter sometimes referred to as the "Association").

Section 2. Principal Office. The principal office of the Association in the State of Florida is located at 4650 Wycliffe Country Club Boulevard, Wellington, Florida 33449. The Association may have such other offices, either within or outside the State of Florida, as the Board of Directors may determine or as the affairs of the Association may require.

Section 3. Definitions. The words used in these By-Laws have the same meaning as set forth in that Fourth Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Wycliffe Golf and Country Club Homeowners' Association, Inc. (the Fourth Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Wycliffe Golf and Country Club Homeowners' Association, Inc., as amended, is hereinafter sometimes referred to as the "Declaration").

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

Section 1. Membership. All Owners shall be Members of the Association, as more fully set forth in the Declaration. The terms of the Declaration pertaining to membership are specifically

incorporated herein by reference.

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

Section 3. Annual Meetings. The annual meetings shall be set by the Board of Directors so as to occur in March each year. The exact time, date and place of the annual meeting shall be as determined by the Board of Directors from time to time.

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

Section 5. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Association shall be delivered, either personally or by mail, or via electronic transmission as set forth below, to each Member entitled to vote at the meeting, not less than 14 days before the date of the meeting, by or at the direction of the President except in an Emergency. Notices of all meetings must be posted in a conspicuous place in the community concurrently with the notice to the Members except in an Emergency. The Association, in addition to posting notices, may broadcast notices on a closed circuit television system, provided that the broadcast is made at least four times every broadcast hour of each day that a posted notice is required.

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

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

However, as provided in the Declaration, instead of mailing or, personally delivering notice of Members' meetings, the Association may give notice of Members' meetings via electronic e-mail regardless of whether the recipient can open the attachment. The Association is not responsible as to whether the recipient can open attachments. However, if a Member cannot open the attachment, the Association will provide the Member with a paper copy of the attachment upon request. Any Member who consents to receiving notices via e-mail may thereafter withdraw the consent. The withdrawal of consent shall be in writing delivered to the Association office in accordance with the procedures of the Board. The procedures may include requiring a form to be completed. If the recipient is called upon to vote on a matter, the Association may require the vote to be submitted via personal delivery or U.S. Mail. Members consenting to receive notice

via e-mail are required to strictly follow any procedures required by the Association. Pursuant to Chapter 720 of the Florida Statutes, the Association is required to maintain as part of the Official Records the e-mail addresses of Members consenting to receive notice via e-mail.

Section 6. Waiver of Notice. Waiver of notice of a meeting of the Association shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Association, either before or after the meeting. Attendance at a meeting by a Member shall be deemed a waiver by the Member of notice of the time, date, and place thereof. Attendance at a special meeting shall also be deemed a waiver of notice of all business transacted thereat.

Section 7. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at the meeting, may adjourn the meeting to a time not less than five nor more than 90 days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business that might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to have less than a quorum. However, no further business may be conducted unless Members representing at least 25% of the total Members remain in attendance, and provided further that any action taken is approved by at least a majority of the Members who remain in attendance.

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

Section 9. Proxies. Members may vote by general proxy or by limited proxy in accordance with the procedures adopted by the Board of Directors. Limited proxies and general proxies may be used to establish a quorum. However, general proxies may not be used for votes taken to amend the Declaration, Articles of Incorporation or By-Laws.

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

Section 10. Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person or by proxy of the Members constituting 30% of the total Membership of the Association shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

Section 11. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary, or his or her designee, shall keep the minutes of the meeting and

record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting. Any Owner who personally attends a Members' meeting or Board meeting may tape record or videotape the meeting. Such tape recording or videotaping may not interfere with the meeting, shall not interfere with the Board, and shall be subject to any rules and policies of the Board.

Section 12. Action Without a Meeting. Any action required by law to be taken at a meeting of the Members of the Association, or any action that may be taken at a meeting of the Members of the Association, may be taken without a meeting if written consent setting forth the action so taken is signed by the Members casting the minimum number of votes necessary to authorize such action at a meeting at which all Members entitled to vote on such action were present.

### **ARTICLE III** **Board of Directors: Number, Power, Meetings** **Election**

Section 1. Governing Body. The affairs of the Association shall be governed by a Board of Directors, and each Director shall have one vote. The Directors shall be Members of the Association. No person and his or her spouse or his or her designated companion may serve on the Board at the same time. In the case of an Owner that is a corporation, partnership, trust, or limited liability company, the person designated in writing to the Secretary of the Association as the representative of such corporation, partnership, trust, or limited liability company shall be eligible to serve as a Director.

Section 2. Election and Number of Directors. At each annual meeting, the Association's Members shall elect the number of Directors equivalent to the number of Director terms expiring, and each Director who is elected shall serve a three-year term unless a shorter term is required to re-establish staggered terms. Tie votes that are material to establishing staggered terms, as indicated, or that are material to determining which candidates are elected to the Board of Directors shall be resolved by agreement of the candidates affected by the tie vote or, if no such agreement is reached, by coin flip administered by a volunteer who is neither an officer, Director, candidate for the Board of Directors, or employee of the Association.

In the event that there are more candidates for the Board of Directors than Director positions up for election, but no election occurs because a quorum of Members cannot be obtained to conduct business at the annual meeting, then those Directors holding Director positions that were up for election shall remain on the Board of Directors until the next annual meeting at which a quorum is obtained. If, at any annual meeting, staggered Director terms need to be re-established for any reason, the candidates who are elected to the Board of Directors having received the most votes shall serve the longest available terms, and the candidates who are elected to the Board of Directors having received the fewest votes shall serve the shortest available terms.

The Association's Board of Directors shall be comprised of between 7 and 19 Directors. The number of Directors comprising the Board of Directors may be changed from time to time by a 2/3rds vote of all of the members of Board of Directors. Such changes may only take effect

prospectively corresponding with upcoming annual meetings and also provided that no Director shall lose his or her position on the Board of Directors solely as the result of a reduction in the number of Directors serving on the Board of Directors. Additionally, new Director positions created by an increase in the number of Directors serving on the Board of Directors may be filled only by the Members at an election and may not be filled by appointment.

The election of Directors shall be by vote of the Members of the Association taken at an annual meeting. The Association shall provide Members with a first notice of the date of the annual meeting at least 60 days before the annual meeting is scheduled to occur. Members may nominate themselves to be candidates for the Board of Directors by notifying the Association in writing of their intent to be a candidate at least 42 days prior to the scheduled date of the annual meeting. A candidate's eligibility to serve shall be determined in accordance with Fla. Stat. §720.306, as amended from time to time and these Bylaws shall not prohibit term limits, if allowed by law. The Association shall provide Members with a second notice of the annual meeting at least 30 days before the annual meeting is scheduled to occur advising of the date of the annual meeting and the names of candidates who have nominated themselves to run for the Board of Directors and who have been determined to be eligible to serve if elected. The second notice of the annual meeting shall also enclose a proxy form to be used by those Members who wish to vote at the annual meeting by proxy.

If there are more candidates for the Board of Directors than Director positions up for election, then the Association shall schedule and provide Members with notice of a "Meet the Candidates" event to be held at the Association in the evening no more than 30 days in advance of the scheduled date of the annual meeting. At such event, candidates will be given a reasonable opportunity to speak to Members about their qualifications and interest in serving on the Board of Directors.

Candidate nominations may not be taken from the floor at an annual meeting. Voting at the election of Directors shall be either in person, by proxy, or by electronic vote cast in accordance with Fla. Stat. §720.317, as amended from time to time. The type of proxy used to elect Directors shall be determined by the Board of Directors. An election of Directors is not required at the annual meeting unless there are more candidates than Director positions up for election. If an election is not required and is not held, then the names of the members serving on the Board of Directors shall be announced at the earliest feasible time and new Directors will be seated as members of the Board of Directors on the date and time of the annual meeting whether or not a quorum is obtained at the meeting.

Section 3. Director Terms, Recall of Directors, and Vacancies. A Director shall serve until the adjournment of the annual meeting held in the year in which his or her successor is elected or his or her seat on the Board of Directors is eliminated. A Director may resign at any time by tendering his or her written resignation to the Association, and resignations shall be deemed to be effective when they are received unless another effective date is specified in writing. A Director shall be deemed to have automatically resigned from the Board of Directors in the event that he or she ceases to be a Member of the Association. A Director shall also be deemed to have automatically

resigned from the Board of Directors if he or she fails to attend 2/3rds of the Association's regular Board meetings in any one fiscal year. Additionally, a Director who becomes 90 days delinquent in the payment of any fee, fine, or other monetary obligation to the Association shall be deemed to have abandoned his or her seat on the Board of Directors, creating a vacancy.

Vacancies on the Board of Directors created by the death, resignation, recall, removal of a Director from office, or other reason shall be filled by appointment to be made by majority vote of all of the remaining Directors. A Director appointed to fill a vacancy on the Board of Directors shall serve for the remaining term of the Director position that he or she has been appointed to fill or until he or she dies, resigns, is recalled, or is removed from office. Directors may be recalled as provided in Chapter 720, Florida Statutes, as amended for time to time.

#### Section 4. Meetings.

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

(b) Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of the time and place of the meeting shall be communicated to Directors not less than four days prior to the meeting. However, notice of a meeting need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting. Notices of all Board meetings must be posted in a conspicuous place in the community at least 48 hours in advance of a meeting, except in an Emergency. In the alternative, if notice is not posted in a conspicuous place in the community, notice of each Board meeting must be mailed or delivered to each Owner at least seven days before the meeting, except in an Emergency. Notwithstanding this general notice requirement, as an alternative to posting or mailing the notice, the notice for a meeting may be accomplished by publication or by posting and the continuous broadcast of notices on a closed circuit television system, provided that the broadcast is made at least four times every broadcast hour of each day that a posted notice is required.

(c) Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President of the Association or by a majority of all Directors then serving on the Board of Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one of the following methods: (a) by personal delivery; or by (b) written notice by first class mail, postage prepaid. All such notices shall be sent to the Director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four days before the time set for the meeting. Notices given by personal delivery, shall be delivered at least 72 hours before the time set for the meeting. Notices of all special Board meetings must be posted in a conspicuous place in the community at least 48 hours in advance of a meeting, except in an Emergency. In the alternative, if notice is not posted in a conspicuous place in the community, notice of each special Board meeting must be mailed or delivered to each Owner at least seven days before the meeting, except in an Emergency.

Notwithstanding this general notice requirement, as an alternative to posting or mailing the notice, the notice for a meeting may be accomplished by publication. The Association, in lieu of posting notices, may broadcast notices on a closed circuit television system, provided that the broadcast is made at least four times every broadcast hour of each day that a posted notice is required.

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

(e) Quorum of Board of Directors. At all meetings of the Board of Directors, a quorum for the transaction of business requires the presence (either in person, via teleconference, or via videoconference) of a majority of Directors then serving on the Board of Directors. The votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors unless otherwise required by law or these Bylaws or the Declaration. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the Directors who are present at the meeting may adjourn the meeting to a time not less than five nor more than 30 days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business that might have been transacted at the meeting originally called may be transacted without further notice.

(f) Compensation. No Director shall receive any compensation from the Association for acting as such and may not in any other way benefit financially from service to the Association except to the extent permitted by Florida Statutes, as amended from time to time. However, any Director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other Directors.

(g) Conduct of Meetings. The President, or in his or her absence, the Vice President, shall preside over all meetings of the Board of Directors, and the Secretary, or his or her designee, shall keep a minute book of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings requiring a vote occurring at the meetings. Meetings may, but are not required to, be conducted by teleconference or videoconference and, when conducted in such manner, shall be considered as any other meeting so long as all Directors participating are able to hear and be heard. A vote or abstention from voting on each matter voted upon for each Director present at a Board meeting must be recorded in the minutes.

Any Owner who personally attends a Members' meeting or Board meeting may tape record or videotape the meeting. Such tape recording or videotaping shall not interfere with the meeting, may not interfere with the Board, and shall be subject to any rules and policies of the Board.

(h) Open Meetings. Except as otherwise provided herein, all meetings of the Board, except for meetings with the Association's legal counsel with respect to pending, threatened, or proposed litigation and meetings of the Board held for purpose of discussing personnel matters, shall be open to all Members as provided by Florida law, and Members shall be permitted to speak for up to three minutes concerning any agenda item so long as Members are not disruptive and conclude their remarks promptly when told that their time to speak has elapsed. The Board of Directors shall have the authority to make and amend Rules and Regulations governing the frequency, duration, and other manner of Member statements at Board meetings, and the Board of Directors may require Members who wish to speak to sign in to the meeting.

(i) Action Without a Formal Meeting. Any action to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors, and such consent shall have the same force and effect as a vote taken at a duly noticed meeting of the Board of Directors.

(j) Emergency Meetings of the Board of Directors. In the event of an Emergency, the President, in his or her sole discretion, may convene a meeting of the Board of Directors without any particular prior notice. If the President convenes an Emergency Meeting of the Board of Directors, when possible, the President shall make reasonable efforts to provide prior notice of the meeting to Directors and Members.

#### Section 6. Powers and Duties.

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

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

- (i) preparation and adoption of annual budgets in accordance with generally accepted accounting principles in which there shall be established the Base Assessment of each Owner to the Common Expenses and District expenses;
- (ii) making assessments to defray the Common Expenses and District expenses, establishing the means and methods of collecting the assessments, and establishing the period of the installment payments of the Base Assessment; provided, unless otherwise determined by the Board of Directors, the Base Assessment for each Unit's proportionate share of the Common Expenses shall be payable in equal quarterly installments, each such installment to be due and payable in advance on the first day of the first month of each quarter;



- (iii) providing for the operation, care, upkeep, and maintenance of the Areas of Common Responsibility;
- (iv) designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Areas of Common Responsibility and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- (v) collecting the assessments, depositing the proceeds thereof in an insured financial institution in insured accounts or insured certificates of deposit which it shall approve, and using the proceeds to administer the Association; provided, however, that any reserve fund may be deposited in depositories other than banks as shall be determined by the Board of Directors in its best business judgment in one or more insured financial institutions in insured accounts or insured certificates of deposit;
- (vi) making and amending rules and regulations respecting the Areas of Common Responsibility as well as the individual Units and the actions of Members;
- (vii) opening of bank accounts on behalf of the Association and designating the signatories required;
- (viii) making or contracting for the making of repairs, additions, and improvements to or alterations of the Areas of Common Responsibility in accordance with the other provisions of the Declaration and these By-Laws after damage or destruction by fire or other casualty;
- (ix) enforcing by legal means the provisions of the Declaration, these By-Laws, and the Rules and Regulations adopted by it and bringing any proceeding that which may be instituted on behalf of or against the Owners concerning the Association;
- (x) obtaining and carrying Officers and Directors insurance and insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;
- (xi) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;
- (xii) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;
- (xiii) making available to any prospective purchaser of a Unit, any Owner of a Unit, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage on any Unit, current copies of the Declaration, the Articles of Incorporation, the By-Laws, rules governing the Unit and all other books, records, and financial statements of the Association;
- (xiv) permitting utility suppliers to use portions of the Property
- (xv) making or contracting for the making of repairs, additions, and improvements to or alterations of the Club Facilities in accordance with the provisions of the Declaration and these By-Laws;
- (xvi) administering Club Memberships and taking legal action as appropriate to ensure that Unit purchasers and/or acquirers who are required to obtain Club Memberships do so;
- (xvii) fixing the prices, terms, and conditions of Club Memberships; and (xviii) filling

- vacancies on the Board of Directors as set forth in these By-Laws;
- (xviii) exercising powers conferred by Chapter 617, Florida Statutes, as amended from time to time; and
  - (xix) delegating responsibilities and/or authority to management, committees, or the Association's agents subject to the President's supervision.
  - (xx) forming and incorporating a member-managed Florida limited liability company to act as a real estate company that shares in real estate commissions with a qualifying broker licensed by the State of Florida for real estate transactions involving the purchase, sale, and/or lease of homes within Wycliffe Golf and Country Club. In furtherance hereof, taking any and all actions necessary and/or required by Florida law, including but not limited to Chapter 475, Florida Statutes, and Chapter 61J2, Florida Administrative Code, to register such company as a Florida Real Estate Company and to designate a Florida-licensed real estate broker as its qualifying Broker of Record. Further, taking any and all actions necessary to negotiate a marketing service agreement and/or other agreement with such broker by which real estate commissions would be shared by the broker with the company.

(b) Management Agent.

The Board of Directors may employ for the Association or contract for professional management to perform such duties and services as the Board of Directors shall authorize.

Any management contract must permit termination by either party with or without cause upon not more than 90 days written notice to the other party.

(c) Accounts and Reports. The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:

- (i) accrual accounting, as defined by generally accepted accounting principles, shall be employed;
- (ii) accounting and controls should conform to generally accepted accounting principles;
- (iii) separate cash accounts may be established for the Association as determined by the Board of Directors, in its sole discretion;
- (iv) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; anything of value received shall benefit the Association. However, nothing herein shall prohibit the managing agent from earning commissions for services performed by the managing agent in leasing Units on behalf of their Owners;
- (v) any financial or other interest that the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors;

(vi) financial reports shall be prepared for the Board of Directors at least quarterly containing:

- (1) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;
- (2) a statement reflecting all cash receipts and disbursements for the preceding period;
- (3) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;
- (4) a balance sheet as of the last day of the preceding period; and
- (5) a delinquency report listing all Owners who are Delinquent in paying the quarterly installments of Base Assessments and any other assessments that they may have been assessed at the time of the report and describing the status of any action to collect such installments that remain delinquent; and

(vii) an annual report consisting of at least the following shall be prepared annually:

- (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. The annual report referred to above shall be prepared in accordance with Florida Statutes, as amended from time to time, by an independent public accountant. Members shall be provided written notice that a copy of the report is available at the Association's office at no charge.

(d) Borrowing. The Board of Directors shall have the power to borrow money for the purpose of maintenance, repair or restoration of the Common Property or Areas of Common Responsibility without the approval of the Members of the Association. The Board shall also have the power to borrow money for other purposes. However, in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities to the Common Property or Areas of Common Responsibility (as distinguished from areas which are not Common Property or Areas of Common Responsibility including, but not limited to, Club Facilities) and the total amount of such borrowing exceeds or would exceed 5% of the current year's budget (excluding reserves and the amounts of budgeted capital expenditures) then such borrowing shall require the affirmative approval of a majority of the Members of the Association who are present, in person or by proxy, at a meeting of the Members at which a quorum is obtained.

(e) Board Expenditures for Capital Improvements to the Common Property. Common Property (as distinguished from areas which are not Common Property including, but not limited to, Club Facilities) in excess of Two Hundred and Fifty Thousand (\$250,000.00) Dollars in the aggregate in any twelve month period, which are a majority of the votes cast at a duly convened meeting of the membership at which a quorum exists. This \$300,000.00 threshold is established as of 2020 and shall increase or decrease annually thereafter based upon the Consumer Price Index (All Urban Consumers) as identified and determined by the Board of Directors in its reasonable discretion. As clarification, "capital improvement" as used in this paragraph does not include maintenance, repair, or replacement of an existing improvement on the Common Property that

does not, in the Board's sole discretion, significantly alter, modify, and/or change such Improvement's design, dimensions, color, texture, appearance, or other exterior attributes.

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

(g) Enforcement. The Board shall have the power to impose reasonable fines, and any fine which exceeds \$1,000 in the aggregate shall constitute a lien upon the property of the violating Owner, and to suspend the right of an Owner, or an Owner's tenants, guests, and/or invitees or both to use the Common Property and facilities for violation of any duty imposed under the Declaration, these By-Laws, or any Rules and Regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of Directors to prohibit an owner or tenant from having ingress or egress to or from a Unit. Using the automatic vehicle access lane is a privilege and not a right, and the Association may suspend rights to use the automatic vehicle access lane pursuant to Fla. Stat. §720.305, as amended from time to time, and/or, in the event of non-payment, pursuant to Article VII, Section 9(B) of the Declaration.

The Association shall have the power, but not the obligation, to levy fines and suspensions as provided by Article XVIII, Section 7 of the Declaration and also as provided within Fla. Stat. §720.305, as amended from time to time. Additionally, using the automatic vehicle access lane is a privilege and not a right, and the Association may suspend rights to use the automatic vehicle access lane pursuant to Fla. Stat. §720.305, as amended from time to time, and/or, in the event of non-payment, pursuant to Article VII, Section 9(B) of the Declaration.

Without limiting the foregoing and as an additional enforcement mechanism, Club Members and their guests may have their rights to use Club Facilities suspended by the Association in accordance with Fla. Stat. §720.305, as amended from time to time.

The failure of the Board to enforce any provision of the Governing Documents, including the Rules and Regulations shall not be deemed a waiver of the right of the Board to do so thereafter.

A fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for a hearing. In any action to recover a fine, the prevailing party is entitled to collect its reasonable attorneys' fees and costs from the non-prevailing party as determined by the Court. The Rules and Regulations contain Grievance Procedures outlining the processes and procedures that the Association has established for imposing fines and/or suspensions and that apply except in the case of suspensions levied due to an Owner and/or Club Member being Delinquent.

## ARTICLE IV Officers

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

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

Section 3. Removal. Any officer may be removed by at least a 2/3rds vote of the members of the Board of Directors in attendance at a duly noticed meeting of the Board of Directors at which a quorum of the Board of Directors is present.

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

- (a) President. The President shall preside at all meetings of the Board of Directors and enforce observance of the provisions of the Association's Governing Documents, as well as the Rules and Regulations governing documents. The President may call special meetings of the Board of Directors, shall be an ex-officio member of all committees and is empowered to execute all papers and documents requiring execution in the name of the Association. The President shall take all actions reasonably necessary to supervise the delegation of the Board of Directors' authority to management, committees, or the Association's agents. The President shall also appoint committee chairpersons and committee vice chairpersons from amongst the Directors then serving. In the case of committees whose membership cannot include Directors pursuant to governing law and also in the case of the Nominating Committee, the President shall appoint Owners who are not Directors to be such committees' chairpersons and to be such committees' vice chairpersons.
- (b) Vice President. In the absence or disability of the President, the Vice President shall perform and carry out all duties and responsibilities of the President. The Vice President shall be an ex-officio member of all committees. In the event that the President resigns, is removed from office, or is no longer President for any reason,

the Vice President does not automatically become President. Instead, the Board of Directors shall appoint a new President to fill the vacancy.

- (c) Secretary. The Secretary shall supervise the making and keeping of all minutes of all Board of Directors and Membership meetings, and the Secretary shall be responsible for supervising the giving of all required notices of the meetings. The Secretary shall have custody of the Seal of the Association and all Club Membership records shall be kept under the Secretary's supervision.
- (d) Treasurer. The Treasurer shall be Chairperson of the Finance Committee. The Treasurer shall cause to be collected, held and disbursed, under the direction of the Board of Directors, all monies of the Association, and it shall be the Treasurer's duty to supervise the collection of monies due to the Association. The Treasurer shall keep or cause to be kept regular books of account and all financial records of the Association, and shall supervise the preparation of budgets and financial statements, when and in the form requested by the Board of Directors. The Treasurer shall ensure that all monies of the Association are deposited in an account or accounts in the Association's name, in the bank or other depositories designated by the Board of Directors.

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

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

## ARTICLE V Committees

Section 1. General. Committees are hereby authorized to perform such tasks and to serve for such periods as maybe designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Each committee shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors. Committee meetings shall be required to be open and noticed only to the extent required by Chapter 720, Florida Statutes, as amended from time to time. Committees' chairpersons and vice chairpersons shall be appointed by the President in accordance with the procedures set forth within Article IV, Section 4(a) of these By-Laws.

Section 2. Covenant Enforcement Committee. In addition to any other committees that may be established by the Board pursuant to Section 1 of this Article, the Board of Directors shall appoint

a Covenant Enforcement Committee consisting of at least three and no more than 12 members. The Committee shall be composed of persons permitted to serve pursuant to Fla. Stat. §720.305, as amended from time to time. Acting in accordance with Fla. Stat. §720.305, as amended from time to time, the provisions of the Declaration, these By-Laws, and resolutions the Board may adopt, the Covenant Enforcement Committee shall be the hearing tribunal of the Association presiding over matters of fining and suspensions for non-compliance with the Declaration, these By-Laws, or Association Rules and Regulations in accordance with Fla. Stat. §720.305, as amended from time to time. The Covenant Enforcement Committee shall be a standing committee. The Covenant Enforcement Committee shall act in accordance with the notice requirements and procedures as set forth in Section 720.305, Fla. Stat., as amended from time to time.

Section 3. Exeter District Committees. In addition to any other committees appointed as provided above, there shall be an Exeter District Committee because the Exeter District lacks a formal organizational structure or association.

The Exeter District Committee shall consist of five members elected by the vote of Owners of Units within that District at an annual meeting of such Owners, at which the Owners of Units within that District holding at least 1/3rd of the total votes of Units in the District are represented, in person or by proxy. The Owners of Units within a District shall have the number of votes assigned to their Units in the Declaration. Committee members shall be elected for a term of two (2) years or until their successors are elected. On odd numbered years, three Committee member positions shall be up for election. On even numbered years, two Committee member positions shall be up for election. Any Director elected to the Association's Board of Directors from the Exeter District shall be an ex-officio member of the Committee. The Exeter District Committee may advise the Board on any issue, but shall not have the authority to bind the Board of Directors.

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

Section 4. Executive Committee. The Executive Committee shall consist of the President as Chairperson, the Vice President, the Secretary, the Treasurer and, in addition, one Member of the Board of Directors elected by the Board of Directors. The Executive Committee shall have the powers of the Board of Directors during the interval between Board meetings on an Emergency basis when a quorum of the Board of Directors cannot convene. The Executive Committee will report any actions back to the balance of the Board of Directors as soon as possible. A quorum shall be a majority of the members of the Committee. Actions and resolutions shall require unanimous approval of the Committee members present. Additionally, the Executive Committee and/or the Board may convene meetings from time to time to discuss personnel matters.

Section 5. Finance Committee. The Finance Committee shall consist of the Treasurer as

Chairperson and other Members as needed to support the work of the Committee. The Finance Committee shall in general review and make recommendations on all matters pertaining to the Association's finances, including, but not limited to, the placing of insurance, the review of loan proposals and documents, the filing of tax returns, matters pertaining to taxes, the preparation of the annual operating and capital budgets, the preparation of the current reports for the Board of Directors on the Association's financial condition and the issuance to voting Members of a condensed quarterly operating statement.

Section 6. Audit Committee. The Audit Committee shall function independently of Management and the Association's outside auditor to provide the Board with appropriate information. The Audit Committee is authorized to consider matters related to the annual independent audit process, including recommending the engagement of and receiving all reports from the independent certified public accountants. The Audit Committee shall: (a) recommend to the Board of Directors the selection of the auditor; (b) review the audited financial statements and the management comment letter from the independent auditor; (c) provide audit oversight by meeting with the auditor before the audit fieldwork begins, after fieldwork concludes and after the audited financial statements are issued so that any issues and/or concerns can be discussed openly with someone other than management; and (d) periodically review and assess internal controls. In order to enhance the level of independence of the audit function, the Chairperson shall designate one or more non-Director Members to be on the Audit Committee. However, members of the Audit Committee should have knowledge of financial reports and a basic familiarity with generally accepted accounting principles and auditing standards. Notwithstanding the foregoing, financial reporting requirements shall be as set forth in Fla. Stat. §720.303(7), as amended from time to time, and nothing in this section shall be construed to require a that the Association undertake a higher level of financial reporting than is required by statute.

Section 7. Modifications Committee a/k/a the MC. The MC is specifically described in Article XII, Section 1 of the Declaration. The MC shall have all of the powers and responsibilities given to it by the Declaration.

Section 8. Nominating Committee. The Nominating Committee shall consist of five to seven members who are not Directors and who shall, under ordinary circumstances, serve two-year terms. In odd- numbered years, three Committee members shall be appointed, and, in even-numbered years, two Committee members shall be appointed. Persons who are appointed to fill vacancies shall serve shorter terms until they resign, are removed, or until their successors are appointed. The purpose of the Nominating Committee is to identify, recruit, evaluate, and recommend candidates to serve on the Board of Directors, and election materials that the Association sends to Owners may identify which candidates have received the Nominating Committee's recommendation. However, a person is not required to have the Nominating Committee's recommendation to be a candidate for the Board of Directors.



Section 9. Special Advisory Committees. Each of the following Special Advisory Committees, liaising with appropriate management personnel, shall submit to the Board of Directors for its approval recommendations for new policies and for changes in current policies with respect to its Committee. The Committees shall act only as consultants and advisors to the Board of Directors and officers.

(a) Fitness/Spa Committee. The responsibility of the Committee is to advise and assist the Board in the implementation of the Board's policies as they apply to the Spa/Fitness/Pool department. The Committee will make recommendations to staff concerning membership programming ideas, equipment suggestions and facility improvements that encourage wellness, relaxation and a healthy lifestyle. The Committee will be asked to promote, support and participate in Spa and Fitness annual events, as well as actively utilizing all aspects of the department.

(b) Golf Committee. The Golf Committee shall advise the Board of Directors on the scope of golf activities, such as: (1) the operation of the Golf Pro Shop and golf carts; (2) the promulgation of playing rules for Club Members and their guests; (3) the programming of golfing events for Club Members and their guests; (4) the maintenance of Club Members' handicaps. United States Golf Association rules and regulations shall govern all golf play except where superseded by local rules; and (5) matters concerning the scope of the Green Superintendent's operations and the maintenance of the golf courses, roads, facilities and equipment used in connection therewith.

(c) House & Social Activities Committee. The House Committee shall advise the Board of Directors on (1) matters concerning the operations of the clubhouse and shall advise on all food and beverage operations; and (2) matters concerning the social activities and entertainment of Members and their guests.

(d) Legal Committee. The Legal Committee shall be charged, generally, with all matters of a legal nature pertaining to the Association.

(e) Marketing & Membership Committee. The Marketing & Membership Committee shall advise the Board of Directors on matters concerning marketing the Club Facilities, such as the development and implementation of marketing strategies and tactics including, but not limited to, advertising, website marketing, search engine marketing, promotion, public relations, social media, email marketing, and Membership incentive programs.

(f) Property Committee. The Property Committee shall advise the Board of Directors on matters concerning the maintenance and repair of all buildings on the Property, both exterior and interior, on pertinent matters concerning building construction, maintenance, and repair, and on pertinent matters concerning water and electrical lines and the facilities and

equipment used in connection therewith, except those directly related to and concerning the maintenance or repair of the golf courses. The trees, lawn, garden and shrubbery area of the Association's grounds and the maintenance, repair and construction of wells, water tanks, pumps, fences and parking lots shall come under the jurisdiction of the Property Committee. The trees, lawn, garden and shrubbery area of the Association's grounds and the maintenance, repair and construction of wells, water tanks, pumps, fences, parking lots and Security shall come under the jurisdiction of the Property Committee.

(g) Strategic Planning Committee. The Strategic Planning Committee is charged with assisting the Board and Management with developing and maintaining a comprehensive Strategic Plan that is consistent with the Association's mission and vision statements. Working with the Association's professional management, the specific responsibilities of the Strategic Planning Committee include making recommendations to the Board in connection with the Committee's annual review of the Strategic Plan and, as requested by the Board and management, assisting in the analysis of the strategic issues and their resolutions.

(h) Racquet and Sports Committee. The Racquet and Sports Committee shall advise the Board of Directors on matters concerning the scope of tennis, pickleball, and bocce activities such as: (1) the operation of the Tennis Pro Shop; and (2) the promulgation of playing rules for Club Members and their guests. The Committee shall advise the Board of Directors on the condition of and make recommendations concerning tennis, pickleball, and bocce courts and related equipment and facilities.

Section 10. Powers of Committees. The several committees shall act only as a committee and the individual members thereof shall have no power or authority. The Chairperson of each Committee may appoint from the members of such Committee such sub-committees as he or she deems desirable. Such sub-committees shall report directly to the Committee as a whole, which shall approve, amend or disapprove the report of the sub-committee. Committees shall act by the vote of the majority of the committee members. Committees shall be advisory and unless delegated authority by the Board, or unless provided by Florida law, committee decisions shall not be deemed final without Board approval.

Section 11. Other Committees. The Board may establish, from time to time, any other committees that it deems to be in the best interest of the Association. Each committee created pursuant to this Section shall operate in accordance with Section 1 of this Article V, and shall also operate in accordance with Section 617.0825, Fla. Stat. The President shall appoint a chairperson and vice chairperson for each other committee that is formed pursuant to this Section. However, such appointments shall not be effective unless and until they are ratified or approved by the Board of Directors. Committees, committee members, and committee chairs shall serve at the pleasure of the Board. Chairpersons and vice chairpersons of other committees formed pursuant to this Section are not required to be Directors.

Section 12. Committee Term Limits. Applicable term limits shall be as follows:

(a) the term of a Committee Chairperson may not exceed three successive years on any one Committee; and

(b) the term of the other Committee members may not exceed three successive years on any one Committee, with the exception of the Finance, Audit and Legal Committees. The term of members of the Finance, Legal and Audit Committees may not exceed six successive years on such Committees.

## **ARTICLE VI Miscellaneous**

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

Section 2. Parliamentary Rules. The person chairing any meeting of the Members, Board of Directors, or any Committee shall aspire to conduct proceedings in accordance with "Robert's Rules of Order" (current edition) when not in conflict with Florida law or the Governing Documents.

Section 3. Conflicts. Conflicts between and amongst the Governing Documents shall be resolved as set forth within Article IV, Section 1 of the Declaration. The Board of Directors may determine the interpretation or construction of the Governing Documents that may be in conflict or of doubtful meaning, and the Board of Directors' interpretation or construction shall be final and conclusive.

Section 4. Books and Records.

- (a) Inspection by Members and Mortgagees. The Declaration and By-Laws, membership register, books of account, and minutes of meetings of the Members, the Board and committees shall be made available for inspection and copying by any Mortgagee, or by any Mortgagee's duly appointed representative at any reasonable time and for a purpose reasonably related to such Mortgagee's interest at the office of the Association or such other place within the Properties as the Board shall prescribe. Members of the Association shall have the right to inspect and copy official records as set forth in Chapter 720, Fla. Stat., as amended from time to time.
- (b) Rules for Inspection. The Board may establish reasonable rules with respect to: (1) notice to be given to the custodian of the records; (2) hours and days of the week when such an inspection may be made; and (3) payment of the cost of reproducing copies of documents required.
- (c) Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director

includes the right to make extracts and a copy of relevant documents at the expense of the Association.

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

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

Section 6. Amendment. These By-Laws may be amended by the affirmative vote of not less than 2/3rds of all of the Directors serving on the Board of Directors. However, amendments to Articles VIII and IX of the By-Laws, titled "Club Memberships" and "Club Membership Dues, Charges, and Delinquencies" respectively, as well as any amendment to this provision which would affect the approval rights of the Club Members as set forth herein, shall not be valid without the approval of a majority of Club Members.

No amendment shall be effective until recorded in the public records of Palm Beach County, Florida.

No amendment may impair the validity or priority of the lien of any Mortgage held by a Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees.

## ARTICLE VII Club Facilities

Section 1. Purpose. Part of the Association's purpose is to own and operate private country club facilities for the recreation, pleasure, and benefit of its Club Members and their guests.

Section 2. Description of Club Facilities. The Club Facilities are described and defined in the Association's Declaration.

Section 3. Maintenance of the Club Facilities. The Association shall be responsible to maintain the Club Facilities in good working order and repair, ordinary wear and tear excepted, and shall insure the Club Facilities and name the Association as the loss payee.

Section 4. Emblem. The emblem of the Association shall be of a style and design to be approved by the Board of Directors.

## ARTICLE VIII Club Memberships

Section 1. Mandatory Club Membership. A person or entity shall become a Member of the Association upon acquisition of fee simple title to any Unit located within the Association by filing a deed or other instrument evidencing the conveyance of a Unit in the public records in and for Palm Beach County, Florida. Members of the Association who purchase or who contract to purchase any Unit located within the Association subsequent to December 17, 2004 shall be required to obtain a Club Membership in connection with each Unit purchased and shall be further required to maintain such Club Memberships in good standing. Once a Club Membership has been obtained, it may not be surrendered or forfeited except in connection with the sale of the Club Member's Unit as set forth in the Association's Governing Documents. Any Membership in the Country Club prior to the merger of the Association with the Country Club, effective December 31, 2018, shall be automatically converted into a Club Membership in the Association, and the category of Club Membership after the merger shall be the same as the category of Membership prior to the merger, but may later be upgraded or downgraded as set forth in these By-Laws.

Section 2. Board of Directors' Authority. The Board of Directors shall have sole authority to issue, eliminate, or transfer memberships and shall prepare Club Membership Certificates consistent with the Association's Governing Documents. **CLUB MEMBERSHIPS ARE BEING OFFERED FOR THE PURPOSE OF PERMITTING PERSONS ACQUIRING A CLUB MEMBERSHIP TO OBTAIN RECREATIONAL USE OF THE CLUB FACILITIES. CLUB MEMBERSHIPS SHOULD NOT BE VIEWED AS AN INVESTMENT AND NO PERSON PURCHASING A CLUB MEMBERSHIP SHOULD EXPECT TO RECOUP ANY PORTION OF CLUB MEMBERSHIP COSTS OR TO DERIVE ANY ECONOMIC PROFITS FROM THE CLUB MEMBERSHIP.**

Section 3. Limits on the Use of Club Facilities. The right to use the Club Facilities will be available to Club Members and their guests, based upon Club Members' category of membership, upon the terms and subject to the conditions set forth in the Association's Governing Documents and Rules and Regulations. The terms upon which persons may apply for Club Memberships are described in the Association's Governing Documents and Rules and Regulations. Nothing herein shall preclude the Association from renting Club Facilities at times and upon conditions deemed appropriate by the Board.

Club Members and their guests may have their rights to use Club Facilities suspended by the Association in accordance with Fla. Stat. §720.305, as amended from time to time. Additionally, pursuant to the provisions of Article IX, Section 6 of these By-Laws, a Delinquent Club Member's ability to use or obtain credit extended by the Association may also be suspended.

Section 4. Operation and Management of Club Facilities. The Club Facilities shall be

operated by the Association and managed in accordance with the Association's Governing Documents. There shall be a golf tee time reservation process, titled "Wycliffe Golf and Country Club Tee Time Reservations", which shall be included in the Association's Rules and Regulations.

(a) Application Requirements

Persons or entities that purchase or that contract to purchase any Unit located within the Association subsequent to December 17, 2004 are required to apply for a Club Membership and comply with all of the following requirements:

- (1) Fully complete and execute the Application for Club Membership.
- (2) Deliver or mail the completed and executed Application for Club Membership, and a check in U.S. funds for the amount required for the category of Club Membership selected to the following address:

Wycliffe Golf and Country Club Homeowners' Association, Inc.  
4650 Wycliffe Country Club Blvd.  
Wellington, Florida 33449  
Attn: Club Membership

(b) Club Membership Purchase Price

The required purchase price for a Club Membership shall be the purchase price in effect at the time the person applies for the Club Membership, pursuant to the Association's Governing Documents and as determined by the Board of Directors from time to time. The price of a particular category of Club Membership may be held for a purchaser of a Unit for a period of up to 15 days from the date of the execution of his or her real estate contract.

(c) Categories of Club Memberships.

There shall be three categories of Club Memberships offered to all owners of Units within the Association. After December 31, 2018 no Club Memberships shall be available to persons who do not own Units within the Association. Upon payment of the appropriate purchase price for that category of Club Membership and compliance with the Association's Governing Documents, the Association shall issue a Club Membership Certificate (the "Certificate") for the category of Club Membership to the purchaser. The three ~~(3)~~ categories of Club Memberships are as follows:

- (1) Platinum Club Membership: Platinum Club Membership entitles Members to full use of golf courses, the golf facilities, tennis courts, tennis facilities, pickleball courts, bocce courts, pool, clubhouse, fitness facilities and all other social facilities of the Association with a number one computerized golf tee time priority rating. Platinum Club Members will not be

charged green fees or court fees for use of the golf or tennis facilities, but will be required to pay golf cart fees or trail fees, locker fees, and other applicable fees, including green fees and court fees for guests.

(2) Gold Club Membership: Gold Club Membership entitles Members to the same rights of access to and use of the Club Facilities as a Platinum Club Member except that Gold Club Members shall have a number two computerized golf tee time priority rating, as more fully described in the Rules and Regulations, subject to the following limitation:

(a) From November 15 through April 15 of the Club Membership Year (but not during other portions of the Club Membership Year), no tee times will be available for Gold Club Members before 12:30 p.m. each week day; and

(b) From November 15 through April 15 of the Club Membership Year (but not during other portions of the Club Membership Year), no tee times will be available for Gold Club Members on weekends except at the sole discretion of the Director of Golf and provided that Gold Club Members pay additional fees. However, Gold Club Members may play on Saturday afternoons in special golf tournament up to three times between the above dates.

(c) Gold Club Members will not be charged court fees for tennis or pickleball but will be charged applicable green fees as established by the Board of Directors from time to time for their use of the golf facilities.

(3) Silver Club Membership: Silver Club Membership entitles Members to full fee-free use of the tennis courts, tennis facilities, pickleball courts, bocce courts, pool, clubhouse, fitness facilities and all other social facilities of the Association. However, Members with a Silver Membership have no golf privileges, including no golf privileges for their guests, with the sole exception being that they may be allowed the use of the driving range, short game area and practice putting greens, when expressly permitted by the General Manager or when taking golf lessons from a golf professional affiliated with the Association. With permission of the General Manager, the Silver Member may play a maximum of two rounds if they have an expressed interest in upgrading to a golf membership. Additionally, Silver Club Members may not cast votes on any matter exclusively concerning golf operation or golf maintenance. The reduction of Silver Memberships to 200 as provided under Section (f) hereof, shall be accomplished by attrition in a manner that does not affect, in any way, the rights of persons who are Silver Members as of the date of the adoption of these Bylaws. Those Members will maintain all their current rights under the Transfer of Club Membership provision of this Article VIII of the Bylaws. If the purchaser of a Unit with a Silver Membership purchases a different category of membership, the surrendered membership will be retired and this process will continue until the 200 level of Silver Memberships is reached.

(d) Rights of those Who Became Members prior to December 17, 2004. Members of the Association who purchased or who contracted to purchase their Units within the Association prior to December 17, 2004 are not required to obtain Club Memberships. Those Members of the Association who, based upon the date that they purchased or contracted to purchase their Units, are not required to obtain Club Memberships and who have not done so, either prior to December 17, 2004 or thereafter, shall be known as "Non-Amenity Members". The Board of Directors shall budget the Association's affairs so that costs incurred by the Association exclusively as the result of operating, maintaining, and improving Club Facilities are not assessed to Non-Amenity Members.

(e) Board of Directors' Authority Regarding Memberships. The Association reserves the right, in the sole discretion of the Board of Directors, to amend, create, and eliminate Club Membership categories upon approval by not less than 2/3rds of all of the Directors serving on the Board of Directors and upon approval by a majority of Club Members present, in person or by proxy, and voting at a meeting where a quorum of the Association's Members has been established.

(f) Number of Club Memberships. The maximum number of Platinum Club Memberships is 818, the maximum number of Gold Club Memberships is 175, and the maximum number of Silver Club Memberships is 200 (as used herein, the Platinum, Gold and Silver Club Memberships are collectively known as "Club Memberships"). In no event will the Association issue more than 818 Platinum Club Memberships.

Section 5. Club Membership Rights and Limitations. Upon payment of the required Club Membership purchase price and the appropriate annual dues and charges and by complying with the provisions of the Association's Governing Documents, the various classes of Club Members will obtain the rights of access to and use of the Club Facilities as set forth above, subject to the following:

(a) Reservation to Modify Privileges. In order to provide the utmost playing pleasure for all Members, the Association reserves the right, from time to time, to modify playing privileges, including guest privileges, for each category of Club Membership or to establish rules governing access and starting times with respect to the golf courses, the tennis courts and the other recreational facilities of the Association. The Association reserves the right to change or modify the tee and tennis time (inclusive of pickleball) reservation system from time to time, provided that the Association may not change the basic priority of categories of Club Memberships set forth under the Association's Governing Documents even though the Association has the right to modify or change the computerized tee time system.

(b) Club Members' Guests. Club Members' guests will have the right to use the Club Facilities subject to the payment of the applicable daily guest fees and charges established by the Association from time to time and in compliance with the Association's Rules and



Regulations (i.e., including, but not limited to, limitations on the number of times a particular guest may use the golf and tennis facilities during a single Club Membership Year). Silver Club Members are not allowed to use the golf facilities as a guest of a Platinum or Gold Club Member.

**RESIDENTS (AND THEIR LESSEES) WHO ARE NOT CLUB MEMBERS ARE NOT PERMITTED TO USE THE CLUB FACILITIES AS GUESTS OF A CLUB MEMBER.**

(c) Resident Leases. Club Members who lease their Unit must designate the lessee of his or her Unit as the beneficial user of his or her Club Membership, but this right shall be for no more than two consecutive years for the same lessee and for no more than two years in the same lessee's lifetime. In addition, no lessee shall be eligible to be designated as the beneficial user of a Club Membership for more than a total of two years, even if such a lessee leases from different Club Members. A lessee's application and appropriate fees for use privileges must be submitted to and be approved by the Association prior to the use of the Club Facilities by the lessee. While a lessee is designated as a beneficial user of a Club Membership, the Club Member is not entitled to the use privileges associated with such Club Membership during the term of the lease, but will retain all other rights, including the right to vote such Club Membership. A lessee or any person who has a beneficial interest in the lease shall be entitled to use the Club Facilities in accordance with the category of Club Membership of the Club Member, subject to the payment of such applicable use fees and charges, and in compliance with the Association's Governing Documents. The Club Member shall be responsible for the deportment of the lessee and for all charges incurred by the lessee that are not paid within the Association's customary billing procedures.

(d) Upgrade of Club Memberships. Except as provided in this subsection, Club Members in good standing (and not a designated lessee) will at all times have the right to upgrade to a higher category of Club Membership, if available. The purchase price of the upgraded Club Membership is the difference between the current equity and that of the upgraded equity Club Membership, as those costs are stated on the annual equity, dues and fees schedule. Upon payment of the upgraded Club Membership, the upgrading Club Member receives a new Club Membership Certificate and pays the dues, charges and assessments associated with the upgraded Club Membership. The new Club Membership Certificate will be dated the same date as the date of the traded Club Membership Certificate and will be effective on the date that the new Club Membership Certificate is issued. The upgrading Club Member does not pay a transfer fee on the traded Club Membership or an initiation fee for the upgraded Club Membership. The traded Club Membership is treated as a part of the Association-owned inventory; it is deemed to be issued but not outstanding. As such, the upgrading Club Member retains no rights, and bears no responsibility, with respect to the proceeds from the sale by the Association of the traded Club Membership. The right to upgrade is subject to the return of the Club Member's current Club Membership and Club Membership Certificate if the upgrading Club Member purchased the

traded (lower) Club Membership from the Association rather than purchasing the higher Club Membership that was first offered by the seller of the upgrading Club Member's Unit.

(e) Multiple Unit Owners. If a person or entity acquires two or more Units in Wycliffe, the owner must apply for and obtain a Club Membership for each Unit. A Club Member will be responsible for payment of annual dues, charges and assessments with respect to each Club Membership and will not be entitled to any special privileges for multiple ownership of Club Membership.

(f) Club Membership Rights Upon Death of Member. Upon the death of a Club Member, the Club Membership automatically passes to the surviving spouse (if any) or designated heir; provided, however, the surviving spouse or designated heir must obtain title to the deceased Club Member's Unit in Wycliffe. If more than one heir (other than husband and wife) acquires the deceased Club Member's Unit or home, such heirs shall designate the party entitled to acquire the Club Membership by giving written notice to the Association. However, the right to so designate is subject to the provisions of Article VIII, Section 5, paragraph (i) below.

(g) Club Membership Rights Upon Separation or Divorce. In the event married Club Members are legally separated or divorced, title to the Club Membership Certificate issued in the name of either spouse, including all rights and benefits given to the holder thereof, shall vest in the spouse awarded the Unit in Wycliffe that includes the Club Membership or, in the spouse awarded the Club Membership Certificate by an agreement of separation or decree of the court. In the absence of a separation agreement or court decree, the rights and benefits shall vest in the registered owner of the Club Membership Certificate. Notwithstanding anything contained herein, there shall only be one family Club Membership per family.

(h) "Family" is defined, for purposes of the Association's Governing Documents, as a head of a household together with a spouse or designated companion, if any, and their unmarried children under the age of 25 and residing at the Club Member's Unit. If two unrelated adults reside together permanently, they may be considered a family under these documents. Upon submission of an application approved by the Board of Directors, a Club Member may designate an individual who (1) is at least 18 years old, (2) is in the immediate family (i.e. is a parent, sibling, child, in-law, or grandchild) of the person exercising the privileges of the Club Member, and (3) resides permanently (i.e. more than 30 consecutive days in a calendar year) in the Club Member's Unit, to use the Club Membership privileges to the limited extent of access to the Association's food, beverage, and pool facilities only, subject to conditions and fees approved by the Board of Directors. The Board may identify and provide access rights to additional amenities.

(i) Corporate, Partnership or Other Entity Ownership. If a Club Membership is owned by a corporation, partnership, or other form of ownership, other than a natural person or husband and wife, the Club Membership shall be issued to the owner, and the owner shall designate, from

time to time, but in no event more than two times during any 12-month period, the individual or family who shall have the right to use the Club Facilities as the Club Member, subject to: (1) the limitation that such a designee be a shareholder, partner, or beneficiary of the entity that owns or holds a material interest in such entity; (2) the reasonable approval of such designee by the Board of Directors; and (3) the payment of such fees as may be charged by the Association from time to time.

(j) Renovation Program. The Association wishes to encourage the renovation of Units by creating a Renovation Program substantially as described by this subsection and the two that follow. The Board of Directors may, from time to time, determine the number of Units that may simultaneously be enrolled in the Renovation Program and thereby expand or limit the size of the Program. Any Club Member having any category of Club Membership may apply for the Association's approval to enroll his or her Unit in the Renovation Program. This must be done coinciding with the Club Member's initial purchase of the Unit. If the Association approves the Club Member's application, he or she will be provided with a Renovation Deferment Agreement to execute. A Unit is deemed enrolled in the Renovation Program beginning on the date that the Club Member executes the Renovation Deferment Agreement or on the date that he or she obtains ownership of the Unit - whichever occurs last. A Unit is deemed no longer enrolled in the Renovation Program on the date when the Club Member who executed the Renovation Deferment Agreement moves into the Unit for the first time, on the date when the Unit is sold or otherwise conveyed by such Club Member, or on the date that such Club Member breaches the Renovation Deferment Agreement whichever occurs first.

(i) Renovation Deferment Agreement. The Board of Directors shall adopt and from time to time may amend a form Renovation Deferment Agreement containing the terms and conditions associated with the Renovation Program. The Renovation Deferment Agreement shall provide substantially that the Club Member who executes the Agreement shall:

- (1) invest no less than \$50,000 cumulatively if the Unit is within a condominium or no less than \$75,000 cumulatively if the Unit is not within a condominium on materials and labor directly associated with renovations and upgrades installed in the Club Member's Unit (cash equivalent investments may be permitted with Board of Directors' approval if the Club Member is a licensed contractor and is not paying labor costs);
- (2) within 12 months (unless additional time is needed as determined in the sole discretion of the Board) complete all the required renovations and either (a) move into the Unit for the first time or (b) resell the Unit to a new or existing Club Member who is not Delinquent and who becomes the Unit's new owner;
- (3) refrain from mortgaging the Unit during the executory period of the Agreement;

- (4) refrain from using any of the Club Facilities during the executory period of the Agreement;
- (5) refrain from having any person reside in the Unit during the executory period of the Agreement;
- (6) refrain from permitting social guests in the Unit during the executory period of the Agreement;
- (7) make the Unit available to the Association for progress inspections at least quarterly if progress inspections are requested by the Association;
- (8) acknowledge that Club Membership financial obligations in connection with the Unit are accruing even though the responsibility to pay them is being deferred while the Agreement remains executory and while no breach by the Club Member has occurred;
- (9) further acknowledge that deferred Club Membership financial obligations in connection with the Unit will be immediately due and payable in the event of the Club Member's breach of the Agreement; and
- (10) additionally, acknowledge that nothing in the Agreement shall be construed to defer, waive, or otherwise affect in any way the Club Member's separate financial obligations to the District Association in which the Unit is situated.

Correspondingly, the Renovation Deferment Agreement shall provide substantially that the Association shall:

- (1) make the bookkeeping and accounting entries necessary to treat all Club Membership financial obligations in connection with the Unit as deferred while the Club Member remains in compliance with the Agreement's terms and conditions; and
- (2) waive all Club Membership financial obligations in connection with the Unit that came due during period of enrollment in the Renovation Program if all of the obligations of the Agreement are timely met and provided that either (a) the Club Member moves into the Unit for the first time or (b) the Unit is sold or otherwise conveyed within 12 months (unless additional time is needed as determined in the sole discretion of the Board) to a new or existing Club Member who is not Delinquent and who becomes the Unit's new owner.

(j) Enabling Provisions. The Board of Directors may exercise its business judgment to make such Rules and Regulations as are necessary to carry out the intent and purpose of the Renovation Program and Renovation Deferment Agreement. The Board of Directors may exercise

its business judgment to make non-material deviations to the provisions above describing the Renovation Program and Renovation Deferral Agreement. The Association may reject an application to enroll a Unit in the Renovation Program for any reason that is rationally related to the legitimate interests of the Association or its membership, and the Board of Directors may, but is not required to, promulgate criteria for evaluating enrollment applications.

**Section 6. Acknowledgment.** The applicant, by submitting an Application for Club Membership, and every other person upon becoming a Club Member, acknowledges receipt of the Association's Governing Documents and agrees to be bound by the terms and conditions of such Governing Documents as they may be amended from time to time. Every Club Member irrevocably waives any present and prior rights in and to the use of the Club Facilities pursuant to a prior Club Membership, if any, and irrevocably agrees not to make any claims concerning them, or the transfer of the Club Facilities to the Association, or with respect to, the Association's Governing Documents and agrees to be bound by the terms and conditions of the Association's Governing Documents as they may be amended from time to time.

**Section 7. Transfer of Club Memberships.** Platinum, Gold and Silver Club Members are required to sell or otherwise transfer their Club Memberships only to the Association. A Club Member in good standing who desires to transfer his or her Club Membership to the Association must give the Association a 15 day written notice:

(a) Rights of Club Members Selling Their Units: Changes in the Transfer Fee Percentage. A Club Member who sells his or her Unit in Wycliffe and desires to transfer his or her Club Membership to the purchaser of his or her Unit may arrange to surrender the Club Membership and have the Association repurchase his or her Club Membership and reissue the Club Membership Certificate to the purchaser of his or her Unit, subject to the payment of the required amounts by the purchaser of the Club Membership. The purchase price of the Club Membership is the then-current rate set forth in the annual equity, dues and fees schedule. The Association shall charge a Club Member a percentage of the purchase price of the Club Membership as a transfer fee for selling the Club Membership from the waiting list or in connection with the contemporaneous sale of the Club Membership with the sale of the Club Member's Unit and for every other transaction for which a transfer fee is due under these By-Laws (the "transfer fee"). For those Club Memberships issued and outstanding on December 31, 2011, the transfer fee is 10%. Subject to the following two sentences, for those Club Memberships issued and outstanding after December 31, 2011, the transfer fee is 20% until the Board of Directors changes the transfer fee as permitted by these By-Laws. An increase in the transfer fee will be effective prospectively. That is, an increase in the transfer fee is effective only for Club Memberships having Club Membership Certificates dated after the effective date of the increase. At least every three years, the Board of Directors shall review the transfer fee to determine if it meets both the internal needs of the Association and is competitive with other country club communities. If the Board

determines from its review that the transfer fee does not satisfy both criteria, it shall modify the transfer fee so that it better meets those criteria in the sole, absolute discretion of the Board.

Upon the Association's repurchase of a Club Membership and reissuance of a Club Membership Certificate, the amount that the Association will pay to the Club Member who surrendered his or her Club Membership (the "Surrendered Club Member") will depend upon the category of Club Membership acquired by the subsequent purchaser of the Surrendered Club Member's Unit, as follows:

(1) If the purchaser of the Surrendered Club Member's Unit acquires the same category of Club Membership as the Surrendered Club Member, the Association will pay to the Surrendered Club Member the purchase price then charged for such Club Membership for the Surrendered Club Member's category of Club Membership upon the sale of said surrendered Club Membership, less a transfer fee in effect on the date the equity was purchased. The foregoing shall be paid to the former Club Member only upon the sale to a subsequent purchaser of the former Club Member's original Club Membership.

(2) If the purchaser of the Surrendered Club Member's Unit desires to acquire a higher or lower category of Club Membership, the purchaser may acquire such higher or lower category of Club Membership, if available, and the Association will pay to the former Club Member selling his or her Club Membership from the Pool (defined below), upon the sale of the higher or lower category of Club Membership, a percentage of the purchase price paid for the higher or lower category of Club Membership. The difference between the amount paid to the former Club Member and the purchase price then charged for the Club Membership shall be paid to the former Club Member upon the sale to a subsequent purchaser of that Club Membership, less a transfer fee equal to the amount in effect on the date the equity was originally purchased. The term "Pool" is defined as the Association's inventory of previously issued Club Memberships resulting from Club Member resignations or from changes in a Club Member's category of Club Membership.

(3) Transfer of Existing Club Membership in Connection with Purchase of a Second Unit and Sale of First Unit. Any Club Member who is not Delinquent may purchase a second Unit in the Property and request that his or her existing Club Membership be transferred to the newly acquired second Unit. Such requests must be made at least seven days prior to closing the purchase of the second Unit or are untimely and cannot be granted. If a request to transfer Club Membership is granted by the Association, the Club Membership transfer shall become effective on the date that the deed or other conveyance instrument is recorded in the Palm Beach County, Florida public records indicating the Club Member's acquisition of a second Unit. Subject to the conditions specifically set forth in this paragraph, when a Club Membership transfer occurs, no initiation fee is charged in connection with the purchase of the second Unit and, once the transfer

becomes effective, dues as well as assessments in connection with the first Unit are charged at the Silver Club Membership level. The conditions of a transfer include: (a) within 120 days of the Club Membership transfer becoming effective, the Club Member must convey his or her first Unit to a new Club Member who is not Delinquent, (b) neither the first Unit nor the second Unit may be occupied by a lessee on the date that the Club Membership transfer becomes effective and within 120 days thereafter, and (c) the Club Member may not be or become Delinquent on the date that the transfer becomes effective or within 120 days thereafter. Time is of the essence with respect to the time periods provided in this paragraph. However, the Board of Directors, in its sole and absolute discretion, may extend time periods provided in this paragraph due to a force majeure. If all conditions of a Club Membership transfer are not met, the Club Member shall immediately be responsible for paying an initiation fee in connection with the second Unit and for also paying dues as well as assessments in connection with the first Unit at the Club Member's level of Club Membership, retroactive to the effective date of the Club Membership transfer.

(4) AT THE ASSOCIATION'S SOLE AND ABSOLUTE DISCRETION, ANY DUES, CHARGES, ASSESSMENTS, OR OTHER MONETARY OBLIGATIONS OF ANY KIND THAT ARE OWED BY ANY CLUB MEMBER AT THE TIME THAT HE OR SHE TRANSFERS OR SURRENDERS HIS OR HER CLUB MEMBERSHIP MAY BE APPLIED AS AN ADDITIONAL TRANSFER FEE AND MAY THEREBY OPERATE AS A SET-OFF AGAINST AMOUNTS THAT WOULD OTHERWISE BE PAID BY THE ASSOCIATION TO SUCH CLUB MEMBER PURSUANT TO THESE BY- LAWS.

(b) Surrendered Club Memberships and Changes in Levels of Club Membership. A Club Member may not surrender his or her Club Membership except in connection with the sale of his or her Unit as set forth herein or a change in the level of the equity membership. If the Club Membership is not transferred to the purchaser of the Club Member's Unit, as provided above, the Association shall thereafter have the right to sell the Club Membership in accordance with the Association's Governing Documents. The Club Memberships will be sold as follows: Three Club Memberships from the Association's inventory from that category (Platinum, Gold or Silver), and then every fourth Club Membership from the resigned Club Members waiting list for that category. If no equity in a category of Club Membership is available from the Association's inventory in that category then the Club Membership will be drawn from the resigned Club Membership waiting list for that category of Club Membership. Similarly, if no equity in a category of Club Membership is available from the resigned Club Members waiting list in that category the Club Membership will be drawn from the Association's inventory.

(4) If a Club Member sells his or her Unit in Wycliffe and surrenders his or her Club Membership, and the Club Membership is not transferred to the purchaser of the Club Member's Unit as provided above, then the surrendered Club Membership will become part of the Pool and placed on a waiting list to be repurchased and reissued by the Association on a first-surrendered, first-reissued basis.

(5) EXCEPT AS SET FORTH IN ARTICLE VIII, SECTION 76, PARAGRAPH (a)(1) ABOVE, THE MEMBER WHO SURRENDERS HIS OR HER MEMBERSHIP SHALL NOT RECEIVE ANY PAYMENT FOR THE SURRENDERED MEMBERSHIP UNTIL SUCH MEMBERSHIP IS EITHER SOLD BY THE ASSOCIATION TO A THIRD PARTY, OR RETIRED BY THE ASSOCIATION, IN THE ASSOCIATION'S SOLE AND ABSOLUTE DISCRETION.

(6) Downgrade Lottery. Each year, the Association shall conduct a lottery, as described below, for Club Members holding Platinum and Gold equities who wish to downgrade to a lower Club Membership category.

(a) The lotteries will establish randomly the order (first to last) in which such Club Members will have the opportunity to downgrade when downgrades become available. A downgrade from Platinum or Gold Club Membership will be deemed available whenever: (1) there are Association-owned Club Memberships of the lower category, or Club Memberships of the lower category in the Pool, that are available to be issued; and (2) there are more than 720 Platinum Club Memberships or more than 100 Gold Club Memberships owned by Club Members in good standing, respectively.

(b) The Association shall permit as many downgrades as and when downgrades become available. When a downgrade becomes available, the Association shall notify the next Club Member on the applicable list. The Club Member must accept or reject the downgrade in writing within five calendar days after the Club Member is notified. (A downgrade that is not accepted is deemed rejected.) If the Club Member accepts the downgrade, he or she shall surrender his or her Platinum or Gold Club Membership and Club Membership Certificate to the Association and pay in full for the lower category of Club Membership at the cost stated on the then-current equity, dues and fees schedule. Simultaneously, the Association shall issue a new Club Membership Certificate that will be dated the same date as the date of the surrendered Club Membership Certificate. Downgrades become effective on the date that the new Club Membership Certificate is issued. A downgrading Club Member is not required to pay dues, charges or assessments attributable to the surrendered Club Membership from and after the date that the new lower Club Membership Certificate is issued by the Association. The Association shall place the surrendered Club Membership on the waiting list for sale and reissue as provided in Section 7(b) at its value at the time of sale as set forth on the then-current equity, dues and fees schedule. The Association shall pay the downgrading Club Member the amount the Association receives from the sale of the surrendered Club Membership, less the applicable transfer fee and any amount owed by the downgrading Club Member to the Association.

The Association shall conduct the Platinum and Gold downgrade lotteries using the following procedures:

(1) Platinum and Gold Club Members wishing to downgrade must



notify the Association's Membership Department in writing not later than 5:00 PM on the first Monday of October in a Club Membership Year that they intend to enter a downgrade lottery.

(2) The Membership Department will conduct the lottery on the second Monday of November in each Club Membership Year.

(3) The Association shall choose randomly the order (first to last) in which Club Members who have entered a downgrade lottery will have the opportunity to accept or reject a downgrade as it may become available in the Club Membership Year following the year in which the lotteries are conducted.

(4) The lottery downgrade lists will remain in effect only for the Club Membership Year following the year in which the lotteries are conducted. The Association shall conduct new Platinum and Gold downgrade lotteries each year as set forth in these procedures.

(5) Club Members will retain their place on a downgrade list unless: (a) the Club Member rejects the downgrade when it becomes available, (b) the Club Member requests that his or her name be removed from a downgrade list, or (c) the Club Member is not in good standing on the date that the downgrade is to become effective. In each such case the Club Member's name will be removed from the downgrade list until the Club Member enters, and is assigned a place on a downgrade list in, a subsequent lottery. If a Club Member receives and accepts a downgrade, his or her name will be removed from the list.

(6) Club Members who are on a lottery list and who do not receive a downgrade in the applicable Club Membership Year must re-enter a subsequent lottery to be eligible for a downgrade. There is no limit to the number of downgrade lotteries a Club Member may enter.

(7) Any amounts owed to the Association by a Club Member who surrenders his or her Club Membership will be deducted from the amount to be paid to the surrendered Club Member.

With respect to homes in Wycliffe to which an equity is not or never has been attached, equities for those units shall be sold as determined under Section 7(b) above.

Section 8. Estate Planning Transfers. Notwithstanding anything to the contrary herein, the transfer by a Club Member of his or her Club Membership Certificate for bona fide estate planning purposes to any entity in which the Club Member owns all or substantially all of the beneficial interests following the transfer shall be subject only to the provisions of this Section 8. Following the transfer, the transferred Club Membership shall thereupon be subject to all the provisions of these By-Laws, as they may be amended from time to time. The transfer may not take place unless the Club Membership to be transferred is not Delinquent to the Association. The transfer must be for bona fide estate planning purposes, must consist of the transfer of the Unit together with the Club Membership Certificate, must provide that the transferor and the transferee shall be jointly

and severally liable for all obligations to the Association of the transferred Club Membership, and must be accompanied by an assignment agreement on a form provided by the Association, which attests to the foregoing and sets forth the obligations of the transferor and transferee.

## **ARTICLE IX**

### **Club Membership Dues, Charges, and Delinquencies**

Section 1. **Annual Dues.** The Club Membership Year is defined in the Declaration. Each year, the Board of Directors will determine the amount of annual dues to be payable in advance by Club Members in each category of Club Membership for the next Club Membership Year. The Board of Directors reserves the right to set the amount of annual dues to be payable by Club Members at any level it deems appropriate.

(a) For purpose of determining annual dues, fees, food and beverage minimums, and operating assessments, if any, all Club Memberships will be family Club Memberships. A family Club Membership entitles the Club Member, his or her spouse or one designated companion, as defined by the Association's rules, if any, and their unmarried children under the age of 25 and residing at the Club Member's Unit to use the Club Facilities in accordance with the Club Member's category of Club Membership. Subject to Article VIII, Section 5, paragraph (i), a Club Membership owned by an entity other than a natural person entitles the designated Club Member, his or her spouse and their unmarried children under the age of 25 and residing at the Club Member's Unit to use the Club Facilities in accordance with the Club Member's category of Club Membership, provided that a specific notice of designation naming all such parties has been provided to the Association's Secretary.

(b) The annual dues and charges for the current Club Membership Year are determined by the Board of Directors and are set forth in the Annual Equity Club Membership Dues and Fees Summary, a copy of which is available at the Association's office. The amount of annual charges for each year is subject to change.

Section 2. **Fees.** The Board of Directors shall set all fees at the beginning of each Club Membership Year. Such fees shall include but not be limited to green fees, golf cart rental fees, trail fees, locker rental fees, bag storage fees, monthly service fees, and food and beverage minimums, if any. The charges for the current Club Membership Year are set forth in the Annual Equity Dues and Fees Summary, a copy of which is available in the Association's office.

Section 3. **Special Assessments.** The Board of Directors shall be authorized to make special assessments against Club Members in addition to annual dues to cover operating deficits or capital expenditures relative to maintenance or improvement of the Club Facilities.

(a) **Operating Special Assessments.** Operating special assessments shall be prorated among Club Members based upon the category of membership, amount of annual dues payable and the number of months a Club Member was a Club Member during the membership year during which the deficit occurs. New Club Members shall be charged prorated special assessments based upon the number of months of Club Membership during that year.

(b) **Capital Expenditure Special Assessments.** Special assessments to fund capital

expenditures (whether for additions or replacements) relative to maintenance or improvement of the Club Facilities may be levied pursuant to the procedures established by Article VII, Section 4(B) of the Declaration.

Section 4. Statement. An itemized statement of any dues and charges shall be sent monthly to each Club Member. Any Club Member will be considered Delinquent in paying the Club Member's indebtedness to the Association if payment is not received by 5:00 p.m. on the last calendar day of the month. Club Members who are Delinquent in paying their indebtedness shall be subject to such action as is determined appropriate by the Board of Directors. The failure of any Club Member to pay annual dues, any charges or assessments within the prescribed period may result in a suspension levied in accordance with Fla. Stat. §720.305, as amended from time to time, or other enforcement action.

1. Section 5. Liens and Right to Seek Money Judgment and/or Foreclosure Judgment. Dues, fees, charges, and special assessments accrued against a Club Member shall be that Club Member's personal obligation and shall also be secured by a continuing lien against that Club Member's Unit located within the Association. Such dues, fees, charges, and special assessments shall, for all purposes, be deemed homeowners' association assessments, which may be secured by a claim of lien recorded in the Palm Beach County, Florida Public Records. Unpaid dues, fees, charges, and special assessments may be the subject of an action against the Club Member for a money judgment and/or for a judgment foreclosing the Club Member's Unit, in accordance with Chapter 720, Florida Statutes, as amended from time to time. The Association's lien secures all unpaid sums that are due and that may accrue after the recording of any claim of lien, as well as charges for interest (to accrue at the maximum rate permitted by law), late fees (to be applied at the Board of Directors' discretion at the greater of \$25 or 5% of each Delinquent installment), and reasonable costs and attorneys' fees incurred by the Association incident to the collections process. Upon full payment of Delinquent sums, the Club Member making payment shall be entitled to a satisfaction of any claim of lien to be prepared and recorded at the Club Member's expense.

A. (a) No Club Member shall be permitted to create, incur, assume or suffer to exist upon such Club Member's Club Membership any liens whatsoever except to the extent such lien represents a purchase money lien incurred as a result of acquiring the Club Membership.

2. Section 6. Credit to Club Members. A Club Member who is Delinquent in the payment of any dues, fees, charges, or special assessments may have his or her account flagged as Delinquent and may thereby automatically lose the ability to use or obtain credit extended by the Association to purchase goods and services from the Association until the Delinquency is fully cured.



**FOURTH AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR WYCLIFFE GOLF &  
COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC.**

Pursuant to §617.1101, et seq., of the Florida Not For Profit Corporation Act, Wycliffe Golf and Country Club, Inc. ("Country Club"), a Florida not for profit corporation, was merged with and into Wycliffe Community Association, Inc. ("Association"), a Florida not for profit corporation, pursuant to a Plan of Merger, dated November 20, 2018 and effective December 31, 2018 ("Plan of Merger"). Subsequent to the merger, on 4/25, 2022 and 4/25, 2022 respectively, the Board of Directors and Association members each voted by a sufficient number of votes to approve and adopt this Fourth Amended and Restated Declaration of Covenants, Conditions and Restrictions for Wycliffe Golf & Country Club Homeowners' Association, Inc. amending, restating, and superseding in its entirety the prior Third Amended and Restated Declaration of Covenants, Conditions and Restrictions for Wycliffe Golf & Country Club.

This **FOURTH AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WYCLIFFE GOLF & COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC.** is made and executed this 5<sup>th</sup> day of May by **WYCLIFFE GOLF AND COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC.**, a Florida corporation not-for-profit (the "Association").

**WITNESSETH:**

**WHEREAS**, there was 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"); which Original Master Declaration was further amended and restated as the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Wycliffe Country Club ("Amended and Restated Original Master Declaration") and recorded in Official Records Book 8848, at Page 513, in the Public Records of Palm Beach County, Florida; which Amended and Restated Original Master Declaration was further amended and restated as the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Wycliffe Golf & Country Club ("Second Amended and Restated Original Master Declaration") and recorded in Official Records Book 25262 Page 537; in the Public Records of Palm Beach County, Florida; which Second Amended and Restated Original Master Declaration was further amended and restated as the Third Amended and Restated Declaration of Covenants, Conditions and Restrictions for Wycliffe Golf & Country Club Homeowners' Association, Inc. ("Third Amended and Restated Original Master Declaration") and recorded in Official Records Book 30329 Page 245, in the Public Records of Palm Beach County, Florida; and

**WHEREAS**, it was intended to establish a general plan and uniform scheme of development and improvement of the property legally described on Exhibit "A" and Exhibit "B" attached hereto and in the Supplemental Declaration recorded in Official Records Book 10149, Page 1859, in the Public Records of Palm Beach County, Florida" (referred to herein sometimes as "WYCLIFFE" or the "Property") as a planned residential community consisting of residential districts (sometimes colloquially referred to a "PODs"); common properties comprised of, among other things, roads, entranceways, water areas, preserve areas and open and landscape areas; and country club amenities reserved for use by Members of the Association who have Club Memberships in good standing and their guests; and

**WHEREAS**, the Association intends to provide for the preservation and enhancement of property values and amenities within WYCLIFFE and to establish a method for the administration, maintenance, preservation, use and enjoyment of WYCLIFFE, and to that end subjects the Property to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions set forth in this Fourth Amended and Restated Declaration of Covenants, Conditions and Restrictions for Wycliffe Golf and Country Club Homeowners' Association, Inc.; and

**WHEREAS**, the Association has been delegated and assigned certain powers and duties of operation, administration, maintenance and repair of portions of WYCLIFFE so that the Association can 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**, the Association's operations include administering a master homeowners' association as well as administering country club operations as set forth in this Declaration and in the Association's Governing Documents, as well as the Rules and Regulations;

**NOW, THEREFORE**, the Association, by approval pursuant to Article XVIII, Section 5 of the Third Amended and Restated Original Master Declaration, hereby declares that all of the terms and provisions of the Third Amended and Restated 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 means and refers 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, 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 means and refers to the Amended and Restated Articles of Incorporation of the Association, as the same may be amended from time to time.
- (C) Association means and refers to WYCLIFFE GOLF AND COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.
- (D) Base Assessment means and refers 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. Base Assessments shall not include those charges levied to pay costs incurred by the Association exclusively as the result of operating, maintaining, and improving Club Facilities.
- (E) Board of Directors means and refers to the governing body of the Association.
- (F) Builder means and refers to any individual(s) or entity that acquires a unit within the Property for the purpose of development and sale.
- (G) By-Laws means and refers to the Second Amended and Restated By-Laws of the Association, as the same may be amended from time to time.
- (H) Class "A" Member. Intentionally omitted.
- (I) Class "B" Member. Intentionally omitted.

- (J) Common Expenses means and refers 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.
- (K) Common Property means and refers 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. The Common Property does not include Club Facilities.
- (L) Community-Wide Standard means and refers to 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 Modifications Committee (sometimes referred to herein as the "MC") from time to time.
- (M) Conservation Area means and refers to 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.
- (N) Country Club means and refers to WYCLIFFE GOLF AND COUNTRY CLUB, INC., a Florida corporation not-for-profit. Effective December 31, 2018, the Country Club merged with the Association, with the Association being the surviving entity.
- (O) Club Facilities (f/k/a Country Club Property) means and refers to the land and recreational facilities comprising a portion of WYCLIFFE, including, but not limited to, a clubhouse, private golf courses, tennis courts and other related and supporting facilities and Improvements and which constitute all those portions of WYCLIFFE that were owned by the Country Club prior to its merger with the Association, effective December 31, 2018. The legal description of the Club Facilities is identified in that certain Special Warranty Deed recorded in the Public Records of Palm Beach County, Florida at Official Records Book 17955 Page 1298, et seq.
- (P) Declaration means and refers to this instrument, and all exhibits hereto, as it may be amended from time to time.
- (Q) Development Plan means and refers to the graphic representation of the proposed plan for the development of the Property attached hereto as Exhibit "C".



- (R) Districts(s) (sometimes colloquially referred to as "PODs") means and refers to all residential Units 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. There are currently (13) separate homeowners' associations and one District that does not have a separate homeowners' association (i.e. Exeter), 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.
- (S) Exclusive Common Area means and refers 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.
- (I) Improvements means and refers 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.
- (U) Institutional Mortgagee, in connection with any mortgage recorded on or prior to March 31, 2022, means and refers only 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, agency of the United States Government, which holds a first mortgage of public record on any Unit.
- Institutional Mortgagee, in connection with any mortgage recorded after March 31, 2022, means and refers only to the holder of a first mortgage of public record on any Unit that is: (a) a department or agency of the federal or state government, (b) a government-sponsored enterprise chartered by the federal government, (c) a state chartered or federally chartered bank, (d) a financial institution insured by the Federal Deposit Insurance Corporation, (e) a credit union insured by the National Credit Union Administration, or (f) any other kind of financial institution that holds over \$50,000,000.00 in mortgage notes secured by parcels of residential real estate that have been appraised for tax purposes to exceed \$50,000,000.00 in property value, that holds itself out to the general public as being in the regular business of originating or acquiring mortgages, and that is generally regarded in the lending industry as being in the regular business of originating or acquiring mortgages.
- (V) Management Agreement means and refers 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.

- (W) Member means and refers to any record title holder of a Unit within the Property as evidenced by a deed or similar conveyance instrument recorded in the Public Records of Palm Beach County, Florida.
- (X) Modifications Committee (sometimes referred to herein as the "MC") means and refers to that standing 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.
- (Y) Mortgage means and refers to any instrument deemed a mortgage pursuant to Fla. Stat. §697.01, as amended from time to time.
- (Z) Mortgagee means and refers to a beneficiary or holder of a Mortgage.
- (AA) Owner means and refers to the record title holder, whether one or more persons or entities, 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.
- (BB) Project means and refers to that residential' golf course community developed and located on the real property identified in Exhibit "A" hereto and sometimes known as WYCLIFFE GOLF & COUNTRY CLUB.
- (CC) Property means and refers 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 subjected to this Declaration by that certain Supplemental Declaration recorded in Official Records Book 10149, Page 1859, in the Public Records of Palm Beach County, Florida.
- (DD) Shared Cost Agreement means and refers 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. All Shared Cost Agreements shall be terminated automatically by the merger of the Association with the Country Club.
- (EE) Street means and refers to any street, highway, or other thoroughfare which is constructed 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.
- (FF) District Assessment means and refer to assessments levied against the Units in a particular District to fund District Expenses.

- (GG) District Association means and refers 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. Exeter at Wycliffe shall be among the District Associations.
- (HH) District Declaration means and refers to the declaration of covenants, conditions and restrictions, as the same may be amended from time to time, which shall govern a particular District.
- (II) District Expenses means and refers 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.
- (JJ) Supplemental Declaration means and refers 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.
- (KK) Unit means and refers 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. The term "Unit" includes all portions of the lot Owned by an Owner as well as the structure or structures thereon. In the case of an apartment building or other structure which contains multiple dwellings, each dwelling shall be deemed to be a separate Unit.
- (LL) Country Club Representative, Omitted.
- (MM) Water Management System means and refers to those lakes, canals, designated conservation, preserve and wetland areas, drainage pipes and pumps and other facilities located within the Property that are to be used for drainage of the Property.
- (NN) Club Membership means and refers to a person's license to use Club Facilities corresponding with his or her membership category as evidenced by a Club Membership Certificate issued by the Association. Members of the Association who purchase or who

contract to purchase any Unit located within the Association subsequent to December 17, 2004 shall be required to obtain a Club Membership in connection with each Unit purchased and shall be further required to maintain such Club Membership in good standing.

- (OO) Club Members means and refers to the recipients of a Club Membership Certificates.
- (PP) Non-Amenity Members means and refers to those Members of the Association who purchased or who contracted to purchase their Unit located within the Association prior to December 17, 2004 and who elected not to obtain a Club Membership.
- (QQ) Emergency or Emergencies means and refers to any serious situation affecting the health, safety, and/or welfare of Association, its Members, or the Property and for which a prompt response is required or desirable. By way of illustration and not of limitation, events giving rise to an Emergency or Emergencies may include, but are not necessarily limited to, natural disasters, significant weather events, sudden infrastructure failures, sudden utility failures or interruptions, sudden liabilities threatening the Association's solvency, damages caused by water intrusion into real property, workers' strikes, outbreaks of violence, or any other matter that cause a state of emergency to be declared in Palm Beach County, Florida by state or local government authorities. The President shall have the authority to determine if a matter constitutes an Emergency or Emergencies which authority shall be exercised reasonably.
- (RR) Governing Documents has the meaning set forth in Fla. Stat. §720.301(8) and includes this Declaration, as amended from time to time, the Association's Articles of Incorporation, as amended from time to time, and the Association's By-Laws, as amended from time to time.
- (SS) Rules and Regulations means and refers to the use restrictions, policies, codes, and procedures that may be adopted and amended from time to time by the Board of Directors applying to Units, Common Property, District Associations, Streets, Club Facilities, and/or any other portions of the Property.
- (TT) Institutional Mortgage, in connection with any instrument recorded on or prior to December 31, 2020, means and refers only to a mortgage funded by a federal or state-chartered bank or credit union insured through the FDIC or the NCUA, or any assignee of the foregoing that is federally or state licensed as a mortgage broker or lender, and is in good standing under applicable regulations.

Institutional Mortgage, in connection with any instrument recorded after December 31, 2020, means and refers only to a first mortgage of public record on any Unit held by:

(a) a department or agency of the federal or state government, (b) a government-sponsored enterprise chartered by the federal government, (c) a state chartered or federally chartered bank, (d) a financial institution insured by the Federal Deposit Insurance Corporation, (e) a credit union insured by the National Credit Union Administration, or (f) any other kind of financial institution that holds over \$50,000,000.00 in mortgage notes secured by parcels of residential real estate that have been appraised for tax purposes to exceed \$50,000,000.00 in property value, that holds itself out to the general public as being in the regular business of originating or acquiring mortgages, and that is generally regarded in the lending industry as being in the regular business of originating or acquiring mortgages.

(UU) Delinquency or Delinquent means and refers to the situation created when an assessment or other monetary obligation is not paid by the due date or, if no due date is specified, when an assessment or other monetary obligation is not paid within 30 days of the date that notice is provided that the assessment or other monetary obligation is due. A Unit Owner and/or Club Member who is Delinquent is not in "good standing", as that phrase is used in the Governing Documents, as well as the Rules and Regulations.

(VV) Club Membership Year means and refers to the calendar year (January 1st through December 31st) unless the Board of Directors determines, in its sole discretion, to change the Club Membership Year. In the event of a change of the Club Membership Year, no amendment to the Governing Documents shall be required. However, reasonable advance notice of the new Club Membership Year shall be provided to all Club Members.

## ARTICLE II DEVELOPMENT CONCEPT

### Section 1. Planned Residential Development.

The Property described in Exhibit "A" and Exhibit "B" attached hereto and in the Supplemental Declaration recorded in Official Records Book 10149, Page 1859, in the Public Records of Palm Beach County, Florida has been developed as a multi-staged, planned residential development. The Units are located in Districts. Each District may be governed and administered by a District Association in accordance with this Declaration and in accordance with a District Declaration.

### Section 2. Club Membership.

(A) Club Facilities exist on a portion of the Property.

(B) Except for Owners within WYCLIFFE who had contracted in writing to purchase or who owned Units prior to December 17, 2004, Club Membership is mandatory and shall be required by all Owners within WYCLIFFE who acquire fee simple title to any Unit.

(C) Terms of Club Memberships and operations of the Club Facilities will be determined from time to time by the Association through its Board of Directors.

(D) Notwithstanding Section 2(B) of this Article, the holder of an Institutional Mortgage acquiring title to a Unit as a result of foreclosing its Institutional Mortgage or receiving a deed in lieu of foreclosure shall not be required to obtain a Club Membership. However, the purchaser of a Unit from such a holder, where the seller has acquired title to a Unit as a result of foreclosing its Institutional Mortgage on the Unit, or receiving a deed in lieu of foreclosure, shall be subject to the requirement of obtaining a Club Membership and complying with Section 2(B) of this Article.

(E) Notwithstanding Section 2(B) of this Article, if the Association or a District Association acquires title to a Unit as a result of foreclosing its lien or receiving a deed in lieu of foreclosure, the Association or the District Association shall not be subject to the requirement of obtaining a Club Membership. However, the purchaser of the Unit from the Association or the District Association shall be subject to the requirement of obtaining a Club Membership and complying with Section 2(B) of this Article.

(F) PUBLIC SALE. A purchaser who acquires title to a Unit at a duly authorized public sale conducted by the clerk of the court, sheriff, or county tax collector, with open bidding provided by law (e.g. execution sale, foreclosure sale, judicial sale, tax sale), shall be subject to the requirement of obtaining a Club Membership for each Unit purchased and complying with Section 2(B) of this Article. This paragraph does not apply to a foreclosure purchaser who is the holder of an Institutional Mortgage on the Unit, the Association, or a District Association.

(G) The rights, obligations, and categories of Club Membership shall be more fully set forth in the Association's By-Laws and in the Association's other Governing Documents, as well as the Rules and Regulations.

### **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 is responsible for the maintenance of the Common Property and Exclusive Common Areas, and has the right but not the obligation to enforce all of the restrictions and other terms set forth in this Declaration, as well as the rules and regulations established by the Association. The restrictions and other terms set forth in this Declaration may also be enforced by the Owners

among themselves subject to the powers of Association 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.

Following the Association's merger with the Country Club, effective December 31, 2018, the Association shall also operate the Club Facilities for the use and benefit of Club Members and their guests. Club Members will be permitted to use the Club Facilities corresponding with their category of Club Membership and provided that they have not been suspended, pursuant to Fla. Stat. §720.305, as amended from time to time.

### **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.**

The Association may subject additional property to this Declaration and the jurisdiction of the Association. Such action shall require the affirmative votes of a majority of the total voting interests of the Association.

#### **Section 3. 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, and to the limitations imposed by any duly levied suspension. 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 GOLF AND COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC.**

#### **Section 1. Formation and Priority of Documents.**

The formation of the Association has been caused 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. If there is a conflict between the terms and conditions set forth in the Governing

Documents, the following documents shall control in the order stated: this Fourth Amended and Restated Declaration and any amendments thereto, the Articles, the By-Laws, and the Rules and Regulations. The Board of Directors may determine the interpretation or construction of the Governing Documents as well as the Rules and Regulations, or any parts of any of them that may be in conflict or of doubtful meaning, and the Board of Directors' interpretation or construction shall be final and conclusive. The Governing Documents shall be deemed automatically amended to conform to Chapter 720, Fla. Stat., as amended from time to time.

**Section 2. Membership.**

A person or entity shall become a Member of the Association upon becoming the record title holder to any Unit in the Property by filing a deed or other conveyance instrument in the public records in and for Palm Beach County, Florida, evidencing such ownership. 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 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.

Membership in the Association shall be separate and distinct from Club Membership. The process of obtaining a Club Membership is set forth in the Association's By-Laws and other Governing Documents. Club Membership, once obtained, shall continue until such a time as the Club Member ceases to be an Owner of a Unit.

**Section 3. Administration of the Association.**

The affairs of the Association shall be administered by the Board of Directors in accordance with this Declaration, Articles, and By-Laws of the Association. The Articles and By-Laws may be amended in the manner set forth therein. However, no such amendment shall conflict with the terms of this Declaration; and no such 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) Members shall be entitled to one equal vote for each Unit or each Unit and contiguous lots containing one single-family home if located in a detached single-family home development, owned by the 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 vote per Unit. Should any Member own more than one Unit, such Member shall be entitled to exercise or cast one vote for each such Unit unless such Units are contiguous lots on which there exists one single-family residential dwelling. When more than one 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 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 that 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) 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. However, no such District Association shall be required except in the case of (i) a condominium; or (ii) a District requiring maintenance of areas other than streets, landscaping, street lights, signs, entry features, pools, sprinklers, walks, and other common area facilities and Improvements which the Association, in its sole discretion, may maintain as Exclusive Common Areas. 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 that 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.

(C) Notwithstanding anything else stated in this Declaration or in the Association's Governing Documents, as well as the Rules and Regulations, when Members' approval of any decision by the Board of Directors exclusively involving the Club Facilities is required or is voluntarily sought, only those Club Members who have the right to use the Club Facilities, or portion of the Club Facilities that is the subject of the Board's decision, shall have the right to cast a vote. By way of illustration and not limitation, if Members' approval of a Board of Directors' decision exclusively involving the Club Facilities' golf courses is required or is voluntarily sought, only those Club Members whose Club Memberships entitle them to use the Club Facilities' golf courses (and whose Club Membership obligations correspondingly fund the operation of the Club Facilities' golf courses) shall have the right to cast a vote.

#### **Section 5. Suspension of Membership Rights.**

Suspensions of an Association Member's use of Common Property and Club Facilities may be levied as set forth in Fla. Stat. §720.305, as amended from time to time. Additionally, a Club Member who is Delinquent in the payment of any dues, fees, charges, or special assessments may have his or her account flagged as Delinquent and may thereby automatically lose the ability to use credit extended by the Association to purchase goods and services from the Association

until the Delinquency is fully cured. Furthermore, pursuant to Article VII, Section 9(B) of this Declaration, a Member's privilege to use the automatic vehicle access lane may be suspended for non-payment.

## **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. Common Property is not public property. The Association is responsible for management, maintenance and operation of the Common Property and areas of Common Responsibility, including the Club facilities.

### **Section 2. Acquisition and Sale of Property.**

The Association shall have the power and authority to acquire such interests in real and personal property as it may deem beneficial to its Members, subject to the provisions of Article III, Section 2 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, except: (1) that real and personal property that was owned and operated by the Country Club, prior to the merger of the Association with the Country Club, effective December 31, 2018, shall become Club Facilities upon the effective date of the merger and (2) Units acquired by the Association through foreclosure proceedings or by deed in lieu of foreclosure shall not become 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). Common Property shall be kept, maintained and used in accordance with the terms of this Declaration, any rules and regulations promulgated by the Board of Directors and any plat recorded in the county. 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 ~~that 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.

(E) After December 31, 2018, the Club Facilities shall be managed, maintained, and operated by the Association. Costs incurred by the Association exclusively as the result of maintaining the Club Facilities shall be borne by Club Members and shall not be charged to Non-Amenity Members.

#### **Section 4. Management Agent.**

The Association may hire such employees or vendors, including but not limited to: managers, attorneys, accountants, bookkeepers, gardeners, security guards and laborers, as the Association may deem necessary in order to maintain the property described in this Article.

#### **Section 5. Rules and Regulations Governing Use.**

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. The Association, through its Board of Directors, shall also regulate the use of the Club Facilities by Club Members, and their guests, licensees and invitees and may from time to time promulgate such Rules and Regulations as are consistent with this Declaration and the Association's By-Laws, governing the use of Club Facilities. A copy of all Rules and Regulations established hereunder and any amendments thereto shall be made available to all Members and Club Members at the Association's office. Such rules and regulations may be enforced by legal or equitable action. Any use restrictions described by any signs posted by the Association upon the Property shall be deemed automatically incorporated into the Rules and Regulations.

#### **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, the levying of fines, and the suspension of an Owner's rights and easements of enjoyment, as provided herein below. In addition, the Board of Directors, in its discretion, may

approve guidelines and/or a schedule containing commonly recurring violations of Traffic Regulations and those fines and suspensions that it deems appropriate to address such violations, and, unless prohibited by Chapter 720, Fla. Stat., the Board of Directors may delegate levying fines and suspensions for those commonly recurring violations to any committee, subcommittee, or Association personnel. Those sought to be fined or suspended for violating the Traffic Regulations shall be entitled to notice and a hearing to the extent required by Fla. Stat. §720.305, as amended from time to time.

**Section 7. Enforcement of Restrictions.**

The Association through its Board of Directors and officers shall have the authority but not the obligation to enforce restrictions imposed by this Declaration, the Traffic Regulations and any other Rules and Regulations promulgated by the Board of Directors, 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, the Traffic Regulations and any other Rules and Regulations promulgated by the Board of Directors may be inadequate, the Association shall have a right of temporary and permanent injunctive, declaratory, supplemental and other relief that may be granted in any proceeding may be brought to enforce any provision thereof, 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. In the event of a permanent dissolution of the Association, the Club Facilities may be conveyed to a for-profit or not-for-profit corporation, combined with the Common Property by appropriate instrument(s), or otherwise administered in accordance with Chapters 617 and 720, Florida Statutes, each as amended from time to time.

**Section 9. Ownership.**

The Association shall have record fee simple title to the Common Property subject to matters of survey and to restrictions, limitations, conditions, reservations and easements of record. After December 31, 2018, the Association shall also have record fee simple title to the Club Facilities.

**ARTICLE VI  
MAINTENANCE RESERVE  
CONTINGENCY**

**Section 1. Authority.**

The Association, through its Board of Directors, shall have the power and authority to make and collect a maintenance reserve contribution to be collected at the closing of the sale and resale of each Unit to a third party user. No Unit shall be closed without collection of such contribution, if assessed.

**Section 2. Use of Contributions.**

The maintenance reserve contributions shall be used for repair, replacement and maintenance of Common Property for which Reserves as provided in Article VII, Section 2 are either not available or have been depleted, for shortages in insurance premiums, casualty repair and replacement, and major or unexpected landscape replacement or upgrade in excess of insurance proceeds, and like items as shall be determined by the Board of Directors, in its sole discretion. Any portion of reserve funds held by the Association immediately prior to December 31, 2018, the effective date of the merger between the Association and the Country Club, which were paid by Non-Amenity Members shall not be used for the maintenance, operation, or improvement of the Club Facilities.

**Section 3. Club Membership Payments.**

For so long as there are Non-Amenity Members, the Board of Directors shall be required to maintain an independent bank account or bank accounts to deposit Club Membership payments. The funds so deposited shall not be considered a reserve and shall only be commingled with the Association's general operating funds when it is financially advantageous for the Association to do so and provided that separate, accurate accountings are maintained at all times. By way of example and not of limitation, Club Membership payments shall be used for the following purposes:

- (a) to operate, maintain, adequately insure, and improve Club Facilities;
- (b) to pay obligations owed to Club Members who have sold their Units in accordance with the Association's By-Laws;
- (c) to advertise the Club Facilities to Association Members and to the general public for purposes of generating interest in the country club lifestyle available to Unit Owners;
- (d) to host events that will substantially take place on the Club Facilities (i.e. golf, tennis tournaments, etc.);
- (e) to hire professionals to obtain advice, recommendations, or other services exclusively involving country club matters/business; and
- (f) to pay the debts and expenses of the Association that arise solely as the result of its operation of the Club Facilities.

## ARTICLE VII ASSESSMENTS

### Section 1. Authority.

The Association, through its Board of Directors, shall have the power and authority to make and collect Assessments as hereinafter set forth.

### Section 2. Base Assessments.

Base Assessments shall be determined annually for the purpose of maintenance and management of the Association, the Common Property, and for the benefit of the Owners. Maintenance and management expenses referred to herein include, but are not limited to, the cost and expense of: operation, maintenance and management of the Association, the Common Property, and the Areas of Common Responsibility; property taxes and assessments against the Common Property; drainage assessments, taxes, fees and other duly adopted charges to Acme Improvement District for drainage of the Associations' internal drainage system; insurance coverage for the Common Property; legal and accounting fees; maintenance of the Streets; management fees; guard services; normal repairs and replacements; charges for utilities used upon the Common Property; cleaning services; expenses and liabilities incurred by the Association in the enforcement of its rights and duties against Members or others; the creation of reasonable reserves for capital expenditures and deferred maintenance of depreciable items ("Reserves"), including but not limited to roof replacement, building painting, air conditioner compressors, plumbing and wiring of the Common Property facilities, pavement resurfacing, swimming pools and the like; and all other expenses deemed by the Board of Directors to be necessary and proper for management, maintenance, repair, operation and enforcement.

### Section 3. Computation and Collection of Base Assessments.

The Association shall annually estimate the expenses it expects to incur and the period of time involved therein and assess its Members sufficient monies to meet this estimate. All Units shall be assessed at a uniform rate to be determined by the Association so that all Units subject to a Base Assessment shall be assessed equally. Except as provided in Section 5 below, District Assessments shall be levied equally on all Units within the District for whose benefit District Expenses are incurred as provided in Section 5 below. Should the Association at any time determine that the assessments made are not sufficient to pay the expenses, the Board of Directors shall have authority to levy and collect additional Base Assessments to meet such needs. Base Assessments shall be collectible in advance monthly, quarterly, semi-annually or annually, as the Board of Directors shall determine. A Base Assessment shall be considered Delinquent if not paid by the due date.

### Section 4. Special Assessment.

A. Special Assessments Related to Common Property and all Association Matters except Operation, Maintenance, or Improvement of Club Facilities. The Association may levy a special assessment ("Special Assessment") against each Member for any of the following

purposes: the acquisition of property by the Association; defraying the cost of construction of capital improvements to the Common Property; the cost of construction, reconstruction, unexpected repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto; and/or any other purpose that furthers the legitimate interests of the Association. All Special Assessments shall be at a uniform amount for each Unit. A Special Assessment shall be collectible in such manner as the Board of Directors shall determine. When Special Assessments in any fiscal year, other than for required maintenance, repairs or emergencies, exceed the aggregate of \$500.00 per Unit (this cap being subject to annual increases equivalent to the increase in the Consumer Price Index (All Urban Consumers) calculated from December 27, 2018, it shall require the approval of a majority of the membership of the Association present, in person or by proxy, at a duly convened regular or special Members' meeting at which a quorum exists. Notwithstanding anything to the contrary herein contained, it is recognized and declared that any Special Assessment shall be in addition to and not part of any Base Assessment, and that any such Special Assessment assessed against Members shall be paid by such Member in addition to any regular Base Assessments. Special Assessments shall be paid in such installments or in a lump sum as the Board of Directors shall, from time to time, determine. This paragraph shall not apply to Special Assessments levied for the operation, maintenance, or improvement of the Club Facilities.

B. Special Assessments Related to Operation, Maintenance, or Improvement of Club Facilities. The Board of Directors shall have authority to approve a special assessment to fund capital expenditures (whether for additions or replacements) relative to operation, maintenance, or improvement of the Club Facilities up to \$593,125.00 in the aggregate per fiscal year, which shall be in addition to the annual capital budget. Approval of a special assessment to fund a capital expenditure relative to operation, maintenance, or improvement of the Club Facilities equal to or greater than \$593,125.00 shall require the affirmative vote of not less than a majority of Club Members voting, in person or by proxy, at a Members' meeting at which a quorum of Members is obtained. The \$593,125.00 threshold set forth in this paragraph is established as of December 27, 2018 and shall be recalculated at the beginning of each fiscal year and increased to the extent the Consumer Price Index (as identified and determined by the Board in its reasonable discretion) has increased from the preceding year, but in no event shall the aggregate annual maximum drop below \$593,125.00. Special assessments for capital expenditures for the golf course and related amenities shall be assessed against all Platinum and Gold Club Members, and shall be prorated amongst those Club Members on the basis of the then current annual dues paid to the Association by each category of Club Member during the Club Membership year in which the assessment is made. Non-Amenity Members shall not be responsible for any special assessment to cover operating deficits or capital expenditures relative to operation, maintenance, or improvement of the Club Facilities.

#### **Section 5. District Assessments.**

Each District Association shall prepare its own budget and levy assessments against those Association Members owning Units in its District Association.

Additionally, the Association's Board of Directors, shall include in the Association's budget the estimated expenses to be incurred by the Association for each District during the coming year (known as "District Expenses"). The Board of Directors shall be entitled to include District Expenses in the Association's budget only to the extent that this Declaration or the By-Laws specifically authorize the Board of Directors to assess certain costs as a District Assessment. The District Association or Committee for each District may request that additional services or a higher level of services be provided by the Association and, in such case, any additional costs shall be added to the budget. To obtain funds to pay District Expenses, the Board of Directors shall have the discretion and authority to levy and collect District Assessments against each District Association, corresponding with District Expenses for each District Association as set forth in the Association's budget, or to instead levy and collect such assessments directly against each Association Member who owns a Unit in each corresponding District Association, based upon his or her proportionate share of District Expenses for his or her District Association as set forth in the Association's budget. District Assessments shall be levied in amounts as necessary to pay District Expenses as are reflected in the Association's budget, and, if such assessments are to be levied and collected directly from Association Members, the Board of Directors shall use its discretion in budgeting for and accounting for anticipated Delinquencies.

**Section 6. Emergency Special Assessments.**

The Board of Directors may levy an emergency Special Assessment ("Emergency Special Assessment") when, in its sole determination, there is potential danger of damage to persons or property. Such assessments may be utilized to pay for preventative, protective or remedial construction, reconstruction, improvements, repairs or replacements. Events justifying Emergency Special Assessments include, but are not limited to, hurricanes, floods and fires. Emergency Special Assessments may also be levied for roof, plumbing or structural repairs. Emergency Special Assessments shall be collectible in such manner as the Board of Directors shall determine. In addition to the powers described above, the Association shall also have all of the emergency powers set forth within Fla. Stat. §720.316, as amended from time to time.

**Section 7. Individual Assessments.**

The Association may levy and collect an individual assessment ("Individual Assessment") against a particular Unit for the cost of maintenance, repairs or replacements, within or without the Unit that the Owner thereof has failed to perform and which failure or refusal to perform has, in the opinion of the Association, endangered or impaired the use, value or appearance of the Property. The Association has a right of entry onto each Unit to perform necessary maintenance, repairs or replacements, including the right to abate or eliminate any nuisance. This Individual Assessment shall include an administrative fee charged by the Association in an amount to be determined, from time to time, by the Board of Directors in its discretion. The Association may also charge an Individual Assessment to any Club Member for costs associated with repairing damages to the Club Facilities traceable to the acts or omissions of the Club Member or of his or her guests or invitees. All Individual Assessments shall be collectible in such manner as the Association shall determine.



**Section 8. Covenant to Pay Assessments.**

In order to fulfill the terms, provisions, covenants and conditions contained in this Article and this Declaration, and to maintain, operate, preserve and improve the Association's Common Property, Areas of Common Responsibility and areas covered by Shared Cost Agreements for the recreation, use and benefit of the Association, Members and their guests, invitees, lessees and licensees, there is hereby imposed upon each Member of the Association the affirmative covenant and obligation to pay to the Association all assessments, including the Base Assessment, Special Assessment, Emergency Special Assessment, Individual Assessment, and District Assessment. Each Member of the Association or Owner by acceptance of a deed or other instrument of conveyance conveying a Unit, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Association all assessments in accordance with this Article and this Declaration and each consents and agrees to the lien rights set forth hereunder. The obligation for payment of all assessments shall commence when title to a Unit is conveyed to the Owner or Member.

Additionally, dues, fees, charges, and special assessments accrued against a Club Member in connection with his or her Club Membership obligations shall, for all purposes, be deemed assessments under this Article and this Declaration.

**Section 9. Effect of Non-Payment of Assessments.**

A. All notices of assessments from the Association to the Members and/or Club Members shall designate when the assessment is due and payable. If an assessment becomes Delinquent, then it shall bear interest at the maximum rate allowed by Florida law, from the date when due until paid and the Owner shall be charged a late fee at the maximum rate allowed by Florida law, which currently is an amount not to exceed the greater of \$25.00 or 5% of the amount of each installment. The assessment, together with interest thereon, the late fee, and the cost of collection thereof, including attorneys' fees, shall be a continuing lien against the Unit against which the assessment is made, and shall also be the continuing personal obligation of the Owner of such Unit. After providing the notice required by Florida law, the Association may also record a claim of lien in the Public Records of Palm Beach County, Florida, setting forth the amount of the unpaid assessment and the rate of interest due thereon. The Association may at any time thereafter bring an action to foreclose the lien against the Unit, and/or a suit on the personal obligation of the Owner, Owners, and/or Club Member. In the event the Association prevails in any such action, then there shall be added to the amount of such assessment the following: the costs of collection, the cost of such action, interest on the assessment at the maximum rate, as above provided, late fees, and attorneys' fees incurred by the Association. Any successor in title to a Unit shall be liable for Delinquent assessments in accordance with Fla. Stat. §720.3085, as amended from time to time.

B. Each Member of the Association hereby provides the Association with the privilege to suspend the Member's use of the automatic vehicle access lane at the community's entrance as well as the use of this lane by the Member's tenants, guests, and invitees in the event

that all of the following conditions are met:

1. The Member is found to be more than 90 days past due in the payment of any assessment, fee, fine, or other monetary obligation due to the Association or due to any District Association;

2. The suspension of the use of the residents' lane is imposed by vote of the Board of Directors taken at a duly noticed meeting of the Association's Board of Directors at which a quorum is present; and

3. The Association has provided written notice of the suspension to the Member and, if applicable, to the Member's tenants, guests, or invitees by mail or hand delivery.

Any suspension of the use of the automatic vehicle access lane at the community's entrance, pursuant to this Article VII, Section 9, shall be a non-exclusive remedy. Additionally, such suspensions shall in no way prohibit any Member or any Member's tenant, guest, or invitee from having vehicular access into the Association's community through the separate visitor's lane located at the community's entrance. Any suspension of the use of the automatic vehicle access lane shall continue until all assessments, fees, fines, or other monetary obligations owed by the Member have been paid in full to the Association, if a Delinquency to the Association was the cause of the suspension, or to the Member's District Association, if past due payments to the Member's District Association, were the cause of the suspension, as applicable. Once a Member has tendered payment sufficient to cause the Member's suspension of the use of the automatic vehicle access lane to be lifted, the Association shall act diligently to lift the suspension.

By and through this provision, the District Associations are privileged to communicate past due payment information to the Association as necessary to enable the Association to impose and lift suspensions of the use of the automatic vehicle access lane at the community's entrance as contemplated by this Article VII, Section 9. **Pursuant to this Declaration, any District Association that provides the Association with past due payment information for the purpose of seeking that a Member be suspended, pursuant to this Article VII, Section 9, shall be deemed to indemnify, defend, and hold the Association harmless from and against any liability that the Association may incur which arises in whole or in part from the District Association's negligence in providing the Association with accurate and updated past due payment information.**

#### **Section 10. Certificate of Assessments.**

The Association shall prepare a roster of the Units and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by all Owners and/or Members. At the request of an Owner and/or Member, the Board of Directors shall prepare a Certificate of Assessments (the "Certificate") signed by an officer of the Association, setting forth whether the Owner's assessments have been paid and/or the amount which is due as of the

date of the Certificate. As to parties without knowledge of error who rely thereon, such Certificate shall be presumptive evidence of payment or partial payment of any assessment therein stated as having been paid or partially paid.

**Section 11. Subordination to Lien of Mortgages.**

An Owner is jointly and severally liable with the previous Owner of a Unit for all Delinquent assessments, interest, late fees, and attorneys' fees and costs that came due up to the time of transfer of title. Notwithstanding the foregoing, the liability of a first mortgagee or its successor or assignee as a subsequent holder of the first mortgage that acquires title to a parcel by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that become due before the mortgagee's acquisition of title, shall be as set forth in Florida Statute, Section 720.3085, as amended from time to time. For the purposes of this section, the term "successor or assignee" used with respect to a first mortgagee includes only a subsequent holder of the first mortgage.

The priority of the Association's lien for assessments shall be as set forth within Fla. Stat. §720.3085, as amended from time to time.

No sale or transfer shall relieve any Unit from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment. Any Delinquent assessments that are extinguished pursuant to a sale or transfer in connection with the foreclosure of a Mortgage, or any proceeding or deed in lieu of foreclosure to a holder of a first Mortgage, shall be reallocated and assessed to all Owners as a common expense. The written opinion of the Association that the assessment lien is subordinate to a mortgage lien shall be dispositive of any questions of subordination.

**Section 12. Improvement District Assessments.**

Notwithstanding anything else in this Article VII to the contrary, drainage assessment, taxes, fees and other duly adopted charges due and owing from the Association to the Acme Improvement District, or its successors or assigns, for drainage of the Association's internal drainage system, shall be charged to the Members as follows: upon receipt by the Association of the annual bill from the Acme Improvement District, or its successors or assigns, pursuant to that certain "Wycliffe Drainage Services Agreement" ("Agreement") dated April 24, 1996, the Association shall assess each member that Member's portion of the bill as referenced in the Agreement. Each Member shall be assessed the amount shown on the bill as charged to the Palm Beach County Property Control Number of the property owned by such Member. Assessments for property that is owned by or dedicated to the Association shall be allocated to the Association and collected as part of the Association's Base Assessments. Except that, assessments for property that is owned or dedicated to the Association and is located within the boundaries of the "Exeter" District (but not the Lake Tract), as shown on Plat Book 63, Page 132 of the public Records of Palm Beach County, will be allocated to the unit owners within Exeter on an equal basis. Assessments for property that is owned or dedicated to a District Association shall be allocated to the members of such District Association in the same manner as assessments are generally allocated with such District Association.

**Section 13. Manchester Lakes Berm Assessments.**

The maintenance cost with respect to maintaining the landscaping inside the hedge line of the Manchester Lakes Berm shall be solely and 100% borne by the Manchester Lakes District owners. The southern border 50 foot wide landscape buffer which is currently maintained by the Association will continue to be maintained by the Association. The maintenance responsibilities set forth in this paragraph may be the subject of negotiations and agreements between the Association and the Manchester Lakes District Association. Such agreements may deviate from the maintenance responsibilities set forth in this paragraph without requiring an amendment to this Declaration.

**Section 14. Bankruptcy and Mortgage Foreclosure.**

The Association is hereby authorized to seek and obtain reimbursement from any Owner of any attorneys' fees and/or costs incurred by the Association arising from the Association's participation in any mortgage foreclosure proceedings against the Owner or arising from the Association's participation in any bankruptcy proceeding involving the Owner.

**ARTICLE VIII  
MAINTENANCE**

**Section 1. Association's Responsibility.**

The Association shall maintain and keep in good repair the Areas of Common Responsibility, such maintenance to be funded as hereinafter provided. This maintenance shall include, but shall not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures and Improvements situated upon the Common Property, including but not limited to drainage systems, recreation and open space, utilities, traffic control devices, the pedestrian system, all Streets, and such portions of any additional property included within the Area of Common Responsibility as may be dictated by this Declaration, or by a contract or agreement for maintenance thereof by the Association.

The Water Management System, including, but not limited to all water courses and lakes, Conservation Areas, preserve and wetland or littoral areas, drainage and irrigation systems serving the Common Property and the Club Facilities and water control facilities within the Property shall be maintained by the Association. The costs of such maintenance shall be shared by the Association Members and by the Club Members (the "Areas of Shared Costs") as follows:

- (A) The cost of electric utility services for the irrigation system and maintenance and replacement of main pumps shall be shared 95% by the Club Members and 5% by the Association Members.
- (B) The cost of repair of any irrigation lines, heads, valves or other working parts of the irrigation system, except as provided in paragraph (A) above, will be borne 95% by the Club Members and 5% by the Association Members.

- (C) All other maintenance of the Water Management System shall be shared 75% by the Association Members and 25% by the Club Members.

The Conservation Areas and preserve and wetland or littoral areas shall be maintained in accordance with the monitoring plan approved by South Florida Water Management District, which plan may be amended from time to time.

Subject to applicable governmental permits and requirements, the Association shall have the right to use water in all lakes, ponds and canals for irrigation purposes on such property, including any golf courses at WYCLIFFE. Additional use of the water for other irrigation purposes may be made by the Association and/or other persons as the Association may designate, subject to applicable governmental permits and requirements. In the case where there are not sufficient water levels to provide the necessary irrigation needs of the Club Facilities and other areas of the Project, subject to applicable governmental permits and requirements, the Club Facilities shall have irrigation priority, followed by the Common Property, any other Areas of Common Responsibility and the common areas within any District. The Association shall have the right to restrict and otherwise regulate usage of lakes, ponds and canals within the Project for irrigation purposes, subject to applicable governmental permits and requirements. Any irrigation system installed in, on or under the Property which ties into any lakes, ponds, canals or other water bodies within the Property, shall be subject to the prior written approval of the Board of Directors and the MC or other committee designated by the Board of Directors and of any governmental authorities having jurisdiction.

Except as otherwise specifically provided in this Section 1, all costs associated with maintenance, repair and replacement of the Common Property shall be a common expense to be allocated as part of the Base Assessment. All costs associated with maintenance, repair and replacement of Areas of Common Responsibility assigned by the Association to a particular District shall be a District Expense assessed as a District Assessment solely against the Units within the District to which the Areas of Common Responsibility are assigned, notwithstanding that the Association may be responsible for performing such maintenance hereunder.

The Association may maintain property that it does not own, including, without limitation, property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard subject, however, to prior written approval of Palm Beach County if the property is owned by or dedicated to the public or Palm Beach County.

## **Section 2. Owner's Responsibility.**

Each Owner shall maintain his or her Unit and all structures, parking areas, and other Improvements comprising the Unit in a manner consistent with the Community-Wide Standard and all applicable covenants, unless such maintenance responsibility is otherwise assumed by or assigned to a District Association or District Committee pursuant to any additional declaration of covenants applicable to such Unit. Furthermore, each Owner whose Unit abuts a lake or pond, shall, at the Owner's sole cost and expense, cause the regular mowing of the lake or pond bank area between the property lines of the Unit as extended and the mean high water line of the lake or pond, unless such maintenance responsibility is otherwise assumed by or assigned to a District

Association or Committee pursuant to any additional declaration of covenants applicable to such Unit. If any Owner fails properly to perform his or her maintenance responsibility, the Association may perform it and assess all costs incurred by the Association against the Unit and the Owner thereof in accordance with Article VII, Section 7 of this Declaration; provided, however, except when entry is required due to an Emergency situation, the Association shall afford the owner reasonable notice and an opportunity to cure the problem prior to entry.

**Section 3. District's Responsibility.**

Each District shall be responsible for paying all costs of maintenance of the District, including without limitation, buildings, amenities, and Improvements within the District other than the Units, the cost of maintenance of any right-of-way and greenspace between the District and adjacent public roads, private streets within the District; and irrigation and mowing of all lake or pond banks and lake maintenance easements to the mean high water line of the lake or pond within or adjacent to each District, regardless of ownership and regardless of the fact that such maintenance may be performed by the Association. Upon the Board's acceptance of portions of the District as Areas of Common Responsibility to be maintained by the Association, each District shall be responsible for paying the costs of maintenance of the Areas of Common Responsibility within or adjacent to such District through District Assessments. Such District Assessments shall include, without limitation, all items listed above as District responsibilities. The Board of Directors shall determine, from time to time, what elements of a District, including without limitation, the Areas of Common Responsibility, shall be maintained by the Association. Any District Association having responsibility for maintenance of all or a portion of the Property within a particular District pursuant to a declaration of covenants affecting the District or upon direction from the Board of Directors shall perform such maintenance responsibility in a manner consistent with the Community-Wide Standard. If any such District Association fails to perform its maintenance responsibility as required herein and in any additional declaration, the Association may perform it and assess the costs against all Units within such District as provided in Article VII, Section 5 of this Declaration.

**ARTICLE IX  
EASEMENTS, COMMON PROPERTY, RIGHT OF ENTRY**

**Section 1. Owners' Easements of Enjoyment.**

Subject to the provisions of this Section, each Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Property to share in common with all other Owners, which easement shall be appurtenant to and shall pass with the title to each Unit.

**Section 2. Extent of Owners' Easement.**

The rights and easements of enjoyment created hereby shall be subject to the following:

- (A) The right of the Association, to borrow money for the purpose of maintaining or improving the Common Property.

- (B) The right of the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure.
- (C) The right of the Association, in accordance with the provisions of Chapter 720 of the Florida Statutes, as amended from time to time, to suspend the enjoyment rights and certain easements of any Owner for any period during which any monetary obligation to the Association remains unpaid by that Owner more than 90 days, and for any period during which such Owner is in violation of this Declaration, any of the rules and regulations, or any of the Traffic Regulations of the Association.
- (D) The right of the Association to properly maintain the Common Property and Areas of Common Responsibility.
- (E) The right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority, utility, water management or water control district, or other entity or person.
- (F) Restrictions contained on any Plat, or filed separately, with respect to all or any portion of the Property.
- (G) All of the provisions of the Association's Governing Documents, as well as the Rules and Regulations-and all Exhibits thereto, as same may be amended from time to time.
- (H) The right of the Association to suspend use of the automatic vehicle access lane pursuant to Fla. Stat. §720.305, as amended from time to time and/or Article VII, Section 9(B) of this Declaration.
- (I) The closure of portions of the Common Property and/or Club Facilities by the Association's management and/or staff for maintenance, repairs, improvement, or any other reason approved by the Board of Directors.

**Section 3. Grant and Reservation of Easements.**

The Association reserves unto itself, and its nominees the right, on behalf of itself, its nominees, to grant the following exclusive and non-exclusive easements on, upon, over, across, through and under the Property as deemed to be in the best interests of and proper for the Association, including, but not limited to, easements in favor of the Association and District Associations, any designees of the foregoing, Members, Owners, and all their family members, guests, and invitees as well as lessees, and their family members, guests and invitees as well as various governmental and quasi-governmental authorities and agencies and private concerns for the purposes and uses hereinafter specified:

- (A) Easements to provide for installation, maintenance, service and repair of utilities are granted as shown on the recorded subdivision plats of the Property. Within these easement areas, no structure, planting or other material (other than sod) that may interfere

with the installation and maintenance of underground utility facilities, shall be placed or permitted to remain, unless such structure, planting or other material was installed by Kenco Communities I, Inc. and/or approved by the Association. The Association (and such other entity or entities as indicated on the plats) and any party designated by the Association are hereby granted rights of ingress, egress and access to all easements within which such underground facilities are located for the purpose of operation, maintenance and replacement thereof.

- (B) Easements for the installation and maintenance of drainage facilities are granted to the Association and/or other entities as shown on the recorded subdivision plats of the Property. Within these easement areas, no structure, planting or other material (other than sod) that may interfere with such installation and maintenance, or that may obstruct or retard the flow of water through drainage channels shall be placed or permitted to remain unless such structure, planting or other material was installed by Kenco Communities I, Inc. The parties benefited by any such easements shall have access to the easement area for the purpose of installation, operation and maintenance of the drainage facilities.
- (C) The Common Property is hereby declared to be subject to a perpetual non-exclusive easement in favor of the Association, employees and agents of the Association, and of any management entity contracted by the Association, in order that such employees, agents and management entity may carry out their duties.
- (D) Every Unit and the Common Property and the common property of any District are burdened with an easement permitting golf balls unintentionally to come upon the Common Property, Units or District common property immediately adjacent to the golf course and for golfers at reasonable times and in a reasonable manner to come upon the Common Property, common property of a District, or the exterior portions of a Unit to retrieve errant golf balls; provided, however, if any Unit is fenced or walled, the golfer will seek the Owner's permission before entering. Each Owner by his or her purchase of a Unit expressly assumes the risks associated with the Club Facilities (regardless of whether the Owner is a Club Member) and agrees that any entity designing, constructing, owning or managing the Club Facilities or planning or constructing the Owner's Unit shall not be liable to an Owner or any other person claiming any loss or damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, loss of view, noise pollution, or other visual or audible offenses, or trespass or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of the Owner's Unit to the Club Facilities, including, without limitation, any claim arising, in whole or in part, from the negligence of any entity designing, constructing, owning or managing the Club Facilities or planning or constructing the Owner's Unit. Owner hereby agrees to indemnify and hold harmless any entity owning or managing the Club Facilities against any and all claims by an Owner's guests and invitees.
- (E) A non-exclusive easement is hereby granted for ingress and egress over, across, and through all Streets for access to and from the Club Facilities by Club Members and their



guests and invitees. In addition, golf carts may be operated on all Streets within the Project. Each Owner hereby waives and releases the Association from any liability arising from the ownership, operation or other use of golf carts on the Streets or any portion of the Property. The Association will, from time to time, establish rules and regulations with regard to the operation of golf carts on the Streets within the Project and use of golf carts will be subject to such rules and regulations.

**Section 4. Emergency Right of Entry.**

In case of any Emergency originating in, or threatening any Unit, regardless of whether the Owner is present at the time of such Emergency, the Board of Directors of the Association, or any other person authorized by it, shall have the right, but not the obligation to enter such Unit for the purpose of remedying, or abating the cause of such Emergency, and such right of entry shall be immediate. In addition to the powers described above, the Association shall also have all of the emergency powers set forth within Fla. Stat. §720.316, as amended from time to time.

**Section 5. Additional Easements.**

The Association, shall have the right to grant such additional easements, including, without limitation, exclusive easements to private cable television service companies, security or electronic monitoring service companies, or to relocate existing easements throughout the Property as the Association may deem necessary or desirable for the proper operation and maintenance of the Property, or any portion thereof, provided that such additional easements or relocation of existing easements do not prevent or unreasonably interfere with the Owners' use or enjoyment of the Property or interfere with any existing agreements or contracts entered into between the Association and any cable television service company, security or electronic monitoring company or other utility company.

**Section 6. Restriction on Owner Easements.**

No Owner shall grant an easement upon his or her Unit or upon any other portion of the Property, without the prior written consent of the Association. Easements granted by Owners without the consent of the Association shall be invalid and convey no rights or interests.

**Section 7. Easement for Use of the Club Facilities.**

A Club Member and his or her guests shall have an easement for the use and enjoyment of the Club Facilities corresponding with his or her category of Club Membership, subject to the rules, regulations, and posted restrictions established by the Board of Directors. Additionally, the use of this easement may be suspended, pursuant to Fla. Stat. §720.305, as amended from time to time.

**ARTICLE X  
CENTRAL CABLE TELECOMMUNICATIONS  
AND ELECTRONIC MONITORING SYSTEMS**

**Section 1. Ownership and Use.**

The Association reserves and retains to itself, its successors and assigns:

- (A) The title to any central cable telecommunication receiving and distribution system and any electronic monitoring system which the Association installs or causes to be installed within the Property, together with a perpetual easement for the placement and location thereof, including without limitation, conduits, wires, amplifiers, towers, antennae and related apparatus and equipment; and
- (B) A perpetual easement for ingress and egress from the Property and the Association to service, maintain, install, repair and replace the aforesaid apparatus and equipment; and
- (C) The right to connect any communications services, internet services, or other services as set forth within Fla. Stat. §720.309(2), the central telecommunication and electronic monitoring system to such receiving sources as the Association may in its sole discretion deem appropriate, including without limitation, companies licensed to provide cable TV, security, internet services, communications services, electronic monitoring, and /or other services in Palm Beach County, Florida, for which service the Association shall have the right to charge every Member a reasonable fee not to exceed the maximum allowable charge for such services as from time to time may be deemed by the laws and ordinances of Palm Beach County, Florida. The provisions of this subsection (C) shall not, however, be applicable to any property which is the subject of this Declaration which is hereinafter owned in fee simple by any cable TV or monitoring company or any of its subsidiary corporations, or any successor in title to any such property; and
- (D) The right to empower a licensee or franchisee to provide communications services, internet services, and/or other services as set forth within Fla. Stat. §720.309(2), including, but not limited to, cable, internet, telecommunication, security, and/or electronic monitoring services within the Property, to enter into an exclusive agreement with such licensee or franchisee, and to collect such license or franchise fees in connection therewith as the Association may, in its sole discretion, deem appropriate. The Base Assessment shall include a specified monthly charge to each Unit for the fees charged to the Association pursuant to any such exclusive agreement, whether or not any District or Owner elects not to use such services. The Association recognizes that such agreements benefit the Association's community and the Owners and that beneficial terms and conditions were obtained through the execution of such agreements, and that notwithstanding any future statutory provisions under Florida law allowing cancellation of such agreements, that the Association will not unreasonably cancel such agreements.

**Section 2. Security Services.**

The Association may enter into contracts for the provision of security services through the central cable telecommunication systems or through other providers of security systems. EVERY OWNER OR OCCUPANT OF PROPERTY OBTAINING SECURITY SERVICES THROUGH THE CENTRAL SYSTEM FURTHER AGREES FOR HIMSELF, HIS GUESTS, INVITEES AND LICENSEES THAT IF ANY LOSS OR DAMAGE SHOULD RESULT FROM A FAILURE OF PERFORMANCE OR OPERATION, OR FROM DEFECTIVE PERFORMANCE OR OPERATION, OR FROM IMPROPER INSTALLATION, MONITORING OR SERVICING OF THE SYSTEM, THE LIABILITY, IF ANY, OF THE ASSOCIATION, FOR LOSS OR DAMAGE SUSTAINED SHALL BE LIMITED TO A SUM NOT EXCEEDING \$250.00 WHICH LIMITATION SHALL APPLY NOTWITHSTANDING THAT THE LOSS OR DAMAGE RESULTS DIRECTLY OR INDIRECTLY FROM NEGLIGENT PERFORMANCE OR NONPERFORMANCE BY ANY OFFICER, AGENT OR EMPLOYEE OF THE ASSOCIATION. FURTHER, IN NO EVENT WILL THE ASSOCIATION BE LIABLE FOR CONSEQUENTIAL DAMAGES, WRONGFUL DEATH, PERSONAL INJURY OR COMMERCIAL LOSS, FROM THE FAILURE OF, NEGLIGENT PERFORMANCE OF, OR OPERATION OF THE SECURITY SYSTEM OR FROM THE IMPROPER INSTALLATION, MONITORING, OR SERVICING OF THE SYSTEM.

**ARTICLE XI  
DISTRICTS**

**Section 1. Certain Rights of Association Regarding Districts.**

(A) **Enforcement.** If any District fails to comply with this Declaration or any other Governing Documents, the Association shall have the right and power, but neither the duty nor the obligation, to enforce the provisions of this Declaration or other Documents, or to perform the District's duties and responsibilities or to seek judicial relief or remedy to require compliance with same, and to obtain payment of the cost of such performance or enforcement from the District.

(B) **Special Assessments.** The Association shall have the right, in addition to any other Assessments rights of the Association, to specially assess the members of a District and such District Association for expenses incurred by the Association for such District Association.

(C) **Entry Rights.** The Association shall have the right, for itself, its designee, or any agent or employee, to enter upon any property administered by a District to carry out the provisions of this Declaration or other Documents applicable to a District Association, and the same shall not constitute a trespass.

**Section 2. Delegation to Districts.**

The Association shall have the right and power, but neither the duty nor the obligation, to delegate in whole or in part, exclusively or non-exclusively, and on a permanent or temporary basis, to any District, any obligation of maintenance or repair created under this Declaration. If a District does not accept such rights and obligations in a manner consistent with the standards established by the Association, then the Association shall have the right, but not the obligation, by its sole action, to terminate such assignment, and again fulfill such rights and obligations. However, the Association may not delegate its obligations to operate and maintain the Club Facilities to any District or District Association.

**Section 3. Cumulative Effect: Conflict.**

The covenants, restrictions and provisions of this Declaration shall be cumulative with those of the declarations for the Districts. However, if there is a conflict between or among any covenants, restrictions and provisions, or any articles of incorporation or any by-laws, or any rules and regulations, policies or practices adopted or carried out pursuant thereto, those of the District Association shall be subject and subordinate to this Declaration if they are less restrictive than those contained in this Declaration. However, nothing contained in this Declaration shall preclude a District Association from adopting covenants, restrictions or provisions that are more restrictive than those contained in this Declaration. The foregoing priorities shall apply, but not be limited to, the liens for Assessments created in favor of the Association.

**Section 4. Assessments.**

If the Association has delegated to any District the right to collect the Association's Base Assessments or special assessments, the District shall distribute any partial payment from an Owner in an amount proportionate to the debt owed to each party.

**ARTICLE XII  
ARCHITECTURAL CONTROLS**

The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committees established in Section 1 of this Article.

No construction, which term shall include within its definition staking, clearing, excavation, grading, and other site work, no exterior alteration or modification of existing Improvements, and no planting or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article and Article XIV, Section 1(K) of this Declaration until the requirements of each have been fully met, and until the approval of the appropriate entities has been obtained.

Above ground structures, except screen enclosures and awnings, constructed on any portion of the Property shall be designed by and built in accordance with the plans and specifications of a licensed Florida architect. Screen enclosures and awnings shall be designed and built in accordance with the plans and specifications of a licensed Florida engineer.

This Article shall not apply to any construction on or Improvements or modifications to the Common Property or Club Facilities made by or on behalf of the Association. The Board of Directors shall have the authority and standing, on behalf of the Association, but not the obligation, to enforce in courts of competent jurisdiction decisions of the committees established in this Article XII.

**Section 1. Modifications Committee.**

The Board of Directors shall establish a MC to consist of at least three and no more than five members, all of who shall be appointed by the Board of Directors. The MC shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing Units or structures containing Units and the open space, if any, appurtenant thereto. However, the MC may delegate this authority to the appropriate board or committee of any District Association subsequently created or subsequently subjected to this Declaration so long as the MC has determined that such board or committee has in force review and enforcement practices, procedures, and appropriate standards at least equal to those of the MC. Such delegation may be revoked and jurisdiction reassumed at any time by written notice.

The MC shall promulgate detailed standards, guidelines, and procedures governing its areas of responsibility and practice, consistent with the Community-Wide Standard (standards and guidelines promulgated by the MC are sometimes hereinafter referred to as "Design Guidelines"). In addition thereto, the following shall apply. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations, shall be submitted to the MC for approval as to quality of workmanship and design and as to harmony of external design with existing structures, location in relation to surrounding structures, topography, and finish grade elevation. No permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild in accordance with plans and specifications originally approved by Kenco Communities I, Inc. No permission or approval shall be required to alter or remodel the interior of any Unit which was originally approved by Kenco Communities I, Inc. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his Unit, or to paint the interior of his Unit any color desired. If the MC fails to approve or to disapprove such plans or to request additional information reasonably required within 45 days after submission, the plans shall be deemed approved.

**Section 2. No Waiver of Future Approvals.**

Except as specifically set forth herein, the approval of the MC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the MC shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

**Section 3. Variance.**

The MC may authorize variances from compliance with any of the rules and regulations established by the MC when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. Such variances may be granted, however, only when unique circumstances dictate, and no variance shall either (a) be effective unless in writing or (b) estop the MC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not necessarily be considered a hardship warranting a variance.

**Section 4. No Liability.**

No review or approval by the MC shall imply or be deemed to constitute an opinion by the MC, nor impose upon the MC, the Association, or any other party, any liability for the design or construction of building elements, including, but not limited to, structural integrity or life and safety requirements. The scope of any such review and approval by the MC is limited solely to whether the respective plans or work meet certain requirements, standards, and guidelines relating to aesthetics and the harmony and compatibility of proposed Improvements in the Project. No review or approval will be for any other person or purpose, and no person other than the MC shall have any right to rely thereon, and any review or approval by the MC will create no liability whatsoever of the MC, or the Association to any other person or party whatsoever.

**Section 5. Compliance.**

Any Owner, Builder, or contractor, subcontractor, agent or employee of an Owner or Builder who fails to comply with the terms and provisions of the guidelines and procedures promulgated by the MC may be fined and/or excluded by the Board of Directors from the Property without liability to any person, subject to any notice and hearing procedures contained in the Governing Documents, and any Improvements constructed in violation of this Section may be razed by the Association without payment or liability to any person.

**Section 6. Expense of Approvals.**

The MC may charge a reasonable fee in connection with the processing of submissions required in this Article XII, and such fee shall be determined from time to time by the Board of Directors.

**ARTICLE XIII  
CONSERVATION AREAS RESTRICTIONS ON USE**

The following uses or activities shall be prohibited within the Conservation Areas without the prior written approval of South Florida Water Management District or its successors: (a) construction or placing of buildings or other Improvements on or above the ground, other than landscaping, bulkheads or pedestrian paths; (b) dumping or placing soils or other substances such as trash or hazardous materials; (c) removal or destruction of trees, shrubs, or other vegetation; (d) diking or fencing; and (e) any other use or activity that may be detrimental to drainage, flood control, water conservation, erosion control, fish and wildlife habitats, conservation or

preservation of existing plant and animal life.

This Article XIII may not be amended without the prior written approval of South Florida Water Management District or its successors.

#### **ARTICLE XIV USE RESTRICTIONS**

##### **Section 1. Restrictions on use of Units and Common Property.**

(A) Residential Use. All Units shall be used only as single-family or multi-family, private, residential dwellings and for no other purpose. No business or commercial building may be erected on any Unit and no business may be conducted on any part thereof except that the Association may operate and maintain the Common Property and the Club Facilities' offices for any property manager employed by or retained by the Association or business and real estate sales offices and other businesses that serve and are part of the Project. Any apartment complexes which may be designated on the Development Plan or site plan, whichever is most recent shall not be deemed commercial or business uses. Notwithstanding any provision to the contrary herein, the Owner or occupant residing in a Unit may conduct business activities within the Unit so long as (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (ii) the business activity conforms to all zoning requirements of the Property; (iii) the business activity does not involve persons coming onto the Property who do not reside in the Property or door-to-door solicitation of residents of the Property; (iv) does not cause any identifiable increase in traffic or parking on any portion of the Property; and (v) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use that may affect any other residents of the Property, as may be determined in the sole discretion of the Board. No garage sales shall be permitted.

(B) Occupancy of Units. Whenever a Unit is owned or leased by a corporation, partnership, or trust, or other form of ownership by an entity that is not a natural person, the respective agents of the aforementioned entities, i.e. president or chief executive officer, partner, or trustee, shall designate, at least 10 days prior to closing, the individual, his or her spouse and children, who shall be entitled to use and/or occupy the Unit and to exercise the rights of a Member hereunder. Only the designated individual(s), their family members, approved tenants, and guests may use and/or occupy the Unit. After closing of the Unit, the Owner may from time to time change the individual or family designated to use and/or occupy the Unit and exercise the rights of a Member. However, the designation of the occupant for a Unit owned by a corporation, partnership or other form of multiple ownership cannot be changed more frequently than once during any 12 month period. Except as provided above, the right of occupancy or use of a Unit may not be transferred to another party, except through conveyance, transfer by operation of law, or lease of the Unit, as approved by the Association in accordance with the terms set forth herein below. The individual(s) designated by the corporation, partnership, trust or other entity, by using or occupying a Unit, Common Property, and/or

Club Facilities shall be automatically subject to the Governing Documents. In the event of the failure of the designated individual(s) to use and/or occupy the Unit in compliance with the Association's Governing Documents, as well as the Rules and Regulations, the Association may demand the immediate removal of the designated individual(s) or family from the Unit by the Owner. In the event the Owner fails to remove the individual(s) or family using and/or occupying the Unit, the Association, as agent of the Owner or in its own name, may take such action as it deems appropriate to accomplish the removal of such designated individual(s) or family and all such action by the Association shall be at the cost and expense of the Owner, and the Owner shall reimburse the Association, upon demand, for costs together with such attorneys' fees as the Association may incur with reference to such removal.

- (C) Leasing Restrictions. No Owner shall be allowed to lease his Unit more than twice each calendar year and no lease shall be for a period of less than three months. No tenant may lease, reside in or occupy a Unit or Units in the Property as a tenant for more than two times in his or her lifetime or for a period of more than 24 months total in his or her lifetime. Additional leasing restrictions may be imposed by any given District. "Leasing" for purposes of this Declaration is defined as regular, exclusive occupancy of a Unit by any person or persons other than the Owner. A person residing in a Unit for longer than 30 days where the Owner is not present shall be deemed to be leasing the Unit (regardless of whether a lease exists or rent is paid), shall be subject to the Association requirements and procedures regarding leasing, and shall not be permitted to remain in the Unit beyond the 30 days without the Board of Directors' approval. However, an Owner may permit members of the Owner's immediate family to reside in the Owner's Unit without the Owner being present, on a guest basis. If the Owner is not leasing the Unit to a family member, such occupancy by a family member as a guest is not restricted as a lease. However, the Owner is in all events responsible for all conduct of occupants.

No Owner or approved tenant may lease or license occupancy of any Unit or portion of a Unit to any transient tenant(s) or use any vacation rental service to advertise any Unit for lease. Advertising of Units or portions of Units as available for lease for rental periods of less than three months is strictly prohibited.

All leases shall be in writing and shall be provided to the Board of Directors along with a Lease Addendum signed by the Owner and the tenant(s) using a Lease Addendum form prepared by the Association. Units may be rented only in their entirety; no fraction or portion of the Unit may be rented. Subleasing of Units or renting of rooms is prohibited. The Owner of the Unit must make available to his or her tenant copies of all of the Wycliffe Governing Documents. All leases shall provide that the tenant shall be subject in all respects to the terms and conditions of the Governing Documents and that any failure by the tenant to comply with the terms and conditions of any of the Governing Documents shall be a material default and breach of the lease with the Owner. The lease shall also provide and the Association may require that the tenant shall post a security deposit with the Association in an amount not to exceed one month's rent, for purposes of reimbursing the Association for any damage to the Club Facilities, Common Property, or



the Improvements thereon, caused by the tenant, their agents, invitees or licensees, or to reimburse the Association for any additional costs and expenses incurred by the Association in enforcing the terms and conditions of any of the Governing Documents. In the event the District Association where the Unit is located has authority to collect a security deposit, then the District Association shall collect one security deposit for both the Association and the District Association in an amount not to exceed one month's rent and the deposit shall be divided equally between the Association and District Association.

No Owner may lease a Unit without obtaining the Board of Directors' approval to do so, and no extension or renewal of an approved lease beyond its original term shall be valid without the Board of Directors' separate approval of the extension or renewal. In order to seek lease approval an Owner must submit a completed lease application that contains information about the prospective tenants and occupants as well as their vehicles, a copy of the executed lease together with an application fee (in an amount determined by the Board of Directors from time to time), together with the security deposit to the Association. The Association may require additional information about the tenants and occupants if needed.

Within 14 days after receipt of the completed lease application, the Association shall either approve the lease, which approval shall not be unreasonably withheld, or reject the lease. The approval or rejection of the lease shall be in writing and shall be sent to the Owner by either regular or electronic mail. Failure of the Association to reject a lease within 14 days after the completed lease application is received by the Association shall be deemed automatic approval of the lease. The Board of Directors may delegate the authority to approve or reject leases to the Association's general manager or to another authorized representative.

After receiving a completed lease application, the Association may reject a lease if: (1) it is found that within seven years preceding the date of the application's submission any of the prospective lessees have filed for bankruptcy, been foreclosed for the failure to make mortgage payments, been evicted for the nonpayment of rent, or had a judgment for an unpaid debt entered against them which remains unsatisfied, (2) it is found that within 10 years of the date of the application's submission any of the prospective lessees or additional Unit occupants have been convicted of any felony involving violence, theft, fraud, or a minor victim, (3) it is found that that any of the prospective lessees or prospective Unit occupants have been designated as a sexual predator pursuant to Fla. Stat. §775.21, as amended from time to time, (4) on the date of the application's submission the Owner who is attempting to lease his or her Unit is delinquent in the payment of any monetary obligation to the Association, or (5) any security deposit required by this Declaration or by the Association's other Governing Documents, as well as the Rules and Regulations, has not been deposited.

If a leased Unit is owned by an entity such as a corporation, trust, partnership, limited liability company, or other non-natural person or persons, each tenant of the entity Owner may not reside in or occupy the Unit in any capacity for a period of more than

24 months total in his or her lifetime (regardless of how his or her occupancy in excess of 24 months is attempted to be justified and/or whether or not rent is being paid).

The Association shall have standing to bring an eviction, or other, similar action, either in its own name or as attorney in fact for the Owner, against any occupant who is residing in a Unit in violation of this Declaration. The costs incurred by the Association pursuing such action shall be recoverable from the Owner of the Unit where the violation is occurring. Any such eviction or similar action shall be a non-exclusive remedy which shall not prejudice the Association from taking any other, alternative, or additional enforcement action(s) that may be authorized by law or by this Declaration

- (D) Pets. Owners may keep companion pets or animals such as birds, domesticated cats, fish, dogs and other small mammals. No Owner may keep exotic cats, non-human primates, horses, fowl, reptiles, obnoxious animals or other farm livestock zoo-type animals, or animals not generally known to be capable of domestication on the Property. The determination of what is or what may be an obnoxious animal, fowl or reptile shall be made by the Board of Directors in its sole and absolute discretion. Pets must be on a leash or carried, or otherwise under the control of their owners or caretakers when on Common Property or Areas of Common Responsibility. Failure to do so may be deemed a nuisance. Pets are not allowed on the Club Facilities. It shall be the Owner's obligation to remove and otherwise dispose of their pet's waste material from the Common Property and Streets. Failure to remove and dispose of a pet's waste material shall be deemed a nuisance. The Board of Directors shall have the right to order the removal of any pet that, in the Board's sole and absolute discretion, is considered a nuisance, and the removal shall be done without compensation to the Owner. In such event, the Board shall give written notice thereof to the pet owner, and the pet shall immediately thereafter be permanently removed from the Property. An Owner, by purchase of a Unit, agrees to indemnify the Association, as well as the Association's officers, directors, employees, agents, independent contractors, and insurers, and hold the Association, as well as the Association's officers, directors, employees, agents, independent contractors, and insurers, harmless from and against loss or liability of any kind arising from the Owner having any animal on the Property. District Associations may further restrict the keeping of pets and animals within Districts. The Board of Directors shall have the authority to adopt and amend Rules and Regulations defining what types of pets and animals shall be permitted, restricting dangerous breeds, and determining what weight limitation at maturity, if any, each type of permitted pet or animal shall have.
- (E) Recreational and Commercial Vehicles. Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, pick-up trucks, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall be parked only in enclosed garages, except that pick-up trucks only, may be parked in the driveway of a Unit during daylight hours. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted within the Project, except within enclosed garages. For purposes hereof, a vehicle shall be considered "stored" if it is put up on blocks or covered with a tarpaulin and remains on blocks or so covered for 14 consecutive days without the prior approval

of the Board of Directors. Notwithstanding the foregoing, service and delivery vehicles may be parked in the driveway of a Unit during daylight hours for such period of time as is reasonably necessary to provide service or make a delivery to a Unit. No automobile, truck or other motor vehicle may be parked on any street overnight. No automobile, truck or other motor vehicle may be parked at any time so as to block traffic, nor may any such vehicle park in any area which the Board of Directors may have designated as restricted for parking. Parking on the Common Property other than Streets, shall be allowed only in designated parking areas. Any vehicle which is parked in violation of this paragraph may be towed by the Board of Directors at the vehicle owner's expense. No Owner shall conduct repairs (except in an emergency) or other restorations of any motor vehicle, boat or other vehicle upon any part of the Property, except in an enclosed area with the doors thereto closed at all times. For purposes of this Section, the term "pickup trucks" shall generally be used to describe vehicles manufactured with an open body or bed (including those with a metal or fabric cover). The Board of Directors may define "daylighthours" in the Rules and Regulations if desired, and the definition is not required to conform to sunrise and sunset times throughout the year.

- (F) Temporary Structures. No structure or object of a temporary character such as, but not limited to, house trailers, vans, tents, shacks, sheds or temporary or accessory buildings or structures, shall be erected, kept or maintained on the Property, or any part thereof.
- (G) Insurance. No Owner shall permit or suffer anything to be done or kept within his or her Unit or make any use of the Common Property that will increase the rate of insurance on any portion of the Property.
- (H) Nuisances. No use or practice that is either an annoyance to Owners or an interference with the peaceful possession and proper use of the Property by the Owners or that may become an annoyance or nuisance shall be allowed. No Owner shall commit or permit any nuisance or any illegal activity on or about the Property. For greater clarification, no Owner shall knowingly or willfully make or create any unnecessary, excessive or offensive noise or disturbance which destroys the peace, quiet and/or comfort of other Owners or allow any such noise or disturbance to be made on his or her Unit. Loud noises and other disturbances that are unreasonably disturbing to other Owners shall be a nuisance. The decision of the Board of Directors as to whether conduct constitutes a nuisance shall be determinative. Additionally, violations of applicable law may also be considered nuisances.
- (I) Antennae. No radio, television or other electronic antennae or aerial (including, without limitation, satellite dishes) may be erected or maintained anywhere on the Common Property (unless installed by the Association), or the exterior of any Unit (including the dwelling), without notifying the MC in advance of its installation. The Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna or cable system for the benefit of all or a portion of the Property, should any such master system or systems be utilized by the Association and require any such exterior apparatus. Further, this section shall not apply to any activity conducted by the Association on Common Property or Areas of Common Responsibility.

- (J) Combination and Subdivision of the Units. No Unit shall be re-subdivided to permit property lines to be altered in any manner provided. A single Unit may be combined with another Unit or portion thereof, to form a larger Unit, with the prior written approval of the MC. A combined Unit shall continue to be treated as two Units for purposes of assessments, voting rights, and Club Membership obligations.
- (K) Removal of Trees. In reviewing building plans, the MC shall take into account the natural landscaping, such as trees and shrubs, and encourage the Owner to incorporate them in his landscaping plan. No trees of four or more inches in diameter shall be cut or removed without approval of the MC.
- (L) Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot without the prior written approval the MC.
- (M) Signs. No Owner may display any signs, advertisements, or notices of any kind, free-standing or otherwise within the Property that are visible from the Streets or from other Owners' Units, unless approved by the MC. If approval is granted to any Owner to erect a sign within the Property, the MC may restrict the size, color, lettering, and location of such sign. No sign shall be nailed or otherwise attached to trees.
- (N) Easements. No Improvement of any kind, tree, bush, shrub or landscaping of any kind shall be built or maintained upon any easement or right-of-way without the prior written approval of the MC, and the easements and rights-of-way shall at all times be open and accessible to the persons entitled to the use thereof. Notwithstanding the foregoing, landscaping approved by the MC shall be maintained by each Owner, or in the case of a Townhouse, Duplex, Patio Home or Villa, the appropriate District Association or the Association, as the case may be, to the front, rear and side property lines of the Unit.
- (O) Clotheslines, Garbage Cans, Tanks. Clotheslines, garbage cans, storage tanks, mechanical equipment, including, without limitation, electrical meters, gas meters and air conditioning compressors, or other similar items shall be located or screened so as to be concealed from view of neighboring Units, Streets and the Club Facilities. All rubbish, trash, and garbage shall be stored in appropriate containers with lids and regularly removed from Units and shall not be allowed to accumulate thereon. No basketball hoops, backboards, storage tents, mechanical equipment, garbage can storage structures and other such items shall be displayed, placed, or stored where they are visible from the Streets without the approval of the MC.
- (P) Storage Facilities, Tool Sheds, Garden Houses and Garages. All storage facilities, tool sheds, garden houses and other similar Improvements approved by the MC, but excluding garages and cabanas, shall be attached to the dwelling so that such Improvements and the dwelling constitute a single structure.
- (Q) Utilities. The central water and sewage system provided by Acme Improvement District, its successors or assigns for service to the Property shall be used by all Owners. Each

Owner shall connect his or her water line to the water distribution main serving his or her Unit and his sewer line to the sewage collection line serving his or her Unit and shall pay all fees and costs related thereto. Each Owner shall maintain and repair his or her water and sewer lines up to the point of delivery and collection. No individual water supply system shall be permitted without the prior written approval of the MC. No septic tank or drain field shall be allowed on any portion of the Property without the prior written approval of the MC.

- (R) Electronic Monitoring Systems Requirements. Each Unit must be equipped with an electronic monitoring system, which shall be part of the central monitoring system. Owners shall pay a specified monthly sum as part of the assessment for the cost of the central monitoring system.
- (S) Bicycles, Tricycles, Scooters, Skateboards, Segways, and other Personal Transportation Vehicles. Bicycles, tricycles, scooters, skateboards, and Segways shall be stored overnight only within each Unit. If a bicycle, tricycle, scooter, skateboard, or Segway is left overnight on the Common Property, it may be impounded by the Association and shall be released to the Owner only upon payment of an administrative fee established by the Association. The Association may build or install one or more stands within the Property to accommodate bicycles, and, in such event, bicycles used on the Common Property may be stored thereon except overnight.
- To supplement this Section, the Board of Directors may adopt and amend Rules and Regulations from time to time concerning the use and storage of bicycles, tricycles, scooters, skateboards, Segways, and other personal transportation vehicles.
- (T) Golf Carts. Owners may own and operate golf carts subject to all traffic rules and regulations pertaining to Streets within the Project and subject to such additional rules and regulations promulgated by the Association. Owners' golf carts must be stored inside the Unit and out of sight from adjacent Streets, Units or the Club Facilities. Golf carts may be driven only on paved Streets or roadways and/or golf cart paths. Golf carts must be operated in a safe manner. Persons must have a valid driver's license to operate golf carts on the Streets, Common Property, and Club Facilities.
- (U) Air Conditioning Units. Except as may be permitted by the MC, no window air conditioning units may be installed in any Unit.
- (V) Drainage. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No person, other than the Association's representatives, agents and contractors, may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. The Association hereby reserves for itself a perpetual easement across the Property for the purpose of altering drainage and water flow. The Association may require any Unit Owner or District to treat any irrigation water which causes unsightly or unsanitary conditions.

(W) Omitted.

(X) Irrigation. No sprinkler or irrigation systems of any type that draws from any body of water within the Property shall be installed, constructed or operated by any person (other than the Association's representatives, agents, and contractors), without the prior written approval of the Board of Directors and the MC or other committee designated by the Board and of any governmental authorities having jurisdiction. All parcels that are developed may be required to have an underground irrigation system. Subject to the following provisions, private wells are permitted on the Property for irrigation purposes, but only if they are approved by any governmental authorities having jurisdiction, the Board of Directors and the MC and shall conform to guidelines adopted from time to time by the MC. Wells existing on the Property as of the date of this Declaration may continue to be used, but are required to conform to said guidelines. All wells and related equipment shall be maintained in good condition and repair and shall not cause any unsightly or unhealthy condition. The Association shall have the right to inspect or cause the inspection of all wells on the Property to insure conformance with the guidelines and adherence to the terms and provisions hereof. The Association shall have the right to perform the required maintenance or suspend use of the well and related equipment if an Owner or District fails to maintain it in accordance with the foregoing requirements and may assess the Owner or District for the cost thereof. The Association shall have the right to restrict or suspend use of the well and related irrigation system from time to time, if use thereof affects the ability to adequately irrigate the Club Facilities or the Common Property.

Any approval by the Association given to an individual Owner for the installation and operation of a well, shall in no way abrogate any obligations of such Owner to a District Association, including, but not limited to, the Owner's obligation to pay assessments to the District Association for, among other things, the construction, installation, operation and maintenance of the lake-fed irrigation system.

Notwithstanding the restriction of this Article, the Board of Directors of the Association may, from time to time, as determined in its sole discretion, promulgate Rules and Regulations with respect to the use and operation of wells throughout the Property. Unless otherwise determined by the Board of Directors of the Association, watering from wells is limited to a maximum of four hours a day, three days a week. Watering from wells is not permitted between 9:00 a.m. and 3:00 p.m. Furthermore, each well must include a rain and moisture sensor, which must be maintained in good working order, as determined in the sole discretion of the Association. As determined in the sole discretion of the Board of Directors, failure of an Owner or District to adhere these restrictions regarding well use, and any other rules adopted by the Board from time to time, shall permit the Association to revoke its approval of such Owner's or District's well. In such event, the Owner or District shall be required to immediately cease all use of its well, and take any other measures as determined in the sole discretion of the Board of Directors to close-off and prevent further use of the subject well.

The Association shall have no obligation to construct or to fund the costs of constructing a back-up or alternate irrigation system with respect to any portion of the Property. Further, the Association shall have no liability with respect to the absence of an alternate or back-up irrigation system to serve any portion of the Property, or the unavailability of water for irrigation purposes. Each Owner and District shall be responsible for obtaining the water for irrigation purposes in accordance with all applicable governmental requirements and subject to the terms and provisions hereof.

- (Y) Mailboxes. The style, design and color of all mailboxes must be in accordance with the Design Guidelines.
- (Z) On-Site Fuel Storage. No on-site storage of gasoline or other fuels shall be permitted on any part of the Property except that the Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment. Notwithstanding this provision, fuel tanks for storage of fuel for ranges, ovens, dryers, water heaters, dwellings, pools, gas grills and similar equipment may be permitted if installed underground or appropriately screened and approved by the MC.
- (AA) Playground, Play Equipment, Strollers. All play equipment, wading pools, baby strollers, and similar items shall be stored when not in use so as not to be visible from Streets or property adjacent to the Unit.
- Swing sets and similar permanent playground equipment may be erected within the Property with the approval of the MC. Any playground or other play areas or play equipment installed by the Association or erected within the Property shall be used at the risk of the user, and the Association as well as its officers, directors, employees, agents, contractors, and insurers shall not be held liable to any person for any claim, damage, or injury occurring thereon or related to use thereof.
- (BB) Pools. No aboveground pools shall be erected, constructed or installed on any Units, except that above-ground spas and Jacuzzis may be permitted as approved by the MC. The construction or installation of any in-ground pool shall be subject to the requirements of the MC.
- (CC) Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Project, except for temporary lines as may be required during construction and high voltage lines if required by law or for safety purposes.
- (DD) Walls and Fencing. Except as otherwise permitted by the MC, dog runs, animal pens, walls and fencing on or around a Unit shall not be permitted.
- (EE) Wetlands, Lakes and Water Bodies. All wetlands, lakes, ponds, and streams within the Property, if any, shall be storm water retention facilities or aesthetic amenities only, and

no other use thereof, including, without limitation, swimming, boating, playing, or use of personal flotation devices, shall be permitted without the prior approval of the Board of Directors. Fishing shall be allowed on that portion of the Common Property adjacent to the Owner's Unit. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, streams or mangrove shoreline within the Property. No docks, piers, or other structures shall be constructed on or over any body of water within the Property, except such as may be constructed by the Association, or as approved pursuant to Article XII of this Declaration. The elevation of the land shall not be altered, and fill shall not be used to extend the boundaries of a Unit or to change the bulkhead line or shoreline on any Unit bounded by a wetland, lake, or other body of water unless approved in accordance with Article XII of this Declaration.

- (FF) Hurricane Shutters. Hurricane shutters may be installed by Unit Owners but must be harmonious with the exterior of the Unit. Such shutters may be either temporary or permanent in design and must comply with the Architectural Control Design Guidelines for hurricane protections as same are established from time to time. The Districts may be more restrictive on the installation and use of hurricane shutters than set forth herein. Hurricane protections that are not designed to remain permanently in place for the front and rear of each home and for the side of a home facing a street within 25 feet may only be closed or put in place on a Unit within seven days in advance of possible landfall in Palm Beach County, Florida of a tropical storm or hurricane and must be removed, taken down, and/or opened within not more than ten days after the danger of a tropical storm or hurricane has passed, unless different time periods are required or permitted by the Association's general manager. Owners who are not residing at their Unit during a period when hurricane shutters may be in use must make the necessary arrangements at their own expense to comply with these requirements and those established under the Design Guidelines.

Hurricane shutters for the sides of each home not facing a street within 25 feet of a street may be closed or put in place at the discretion of the Owner. However, all shutters shall be removed, taken down, and/or opened after November 30 of each year and may not be closed or put into place before June 1 of each year, except and unless a tropical storm or hurricane watch or warning affecting Palm Beach County, Florida is declared by the National Hurricane Center between November 30 and June 1. In such event, all shutters must be removed, taken down, and/or opened within no more than ten days following the lifting of such watch or warning.

The Association shall have no responsibility for the installation, closing, opening or removal of shutters. The Association shall have the authority, however, to enforce this subsection by all means available under this Declaration and Florida law for violations



of the Declaration of Covenants, Conditions and Restrictions, as amended from time to time.

- (GG) Energy Conservation Equipment Agreement. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Unit unless approved by the MC and by any governmental authorities having jurisdiction.
- (HH) Casualty Destruction to Improvements. If a Unit or other structure is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, as determined by the Association, but in no event longer than six months thereafter, the Owner thereof shall either commence to rebuild or repair the damaged Unit or Improvement and diligently continue such rebuilding or repairing until completion, or properly clear the damaged Unit or structure and restore or repair the lot in a manner satisfactory to the Association. No reconstruction of a destroyed Unit may be commenced without prior approval.

## Section 2. Rules and Regulations:

The following Rules and Regulations shall apply to Owners and their families, tenants, guests, licensees and invitees and may be amended, clarified, reduced, and/or expanded upon from time to time by the Board of Directors without the consent of any Owner, mortgagee of any portion of the Property, or any other person, and without the need to amend this Declaration:

- (A) Recreational Activities. Recreational Activities shall be restricted to areas designated by the Board of Directors.
- (B) Owners' Responsibility for Others. Owners shall be responsible to the Association for any damage to Common Property or Club Facilities by their guests, tenants, lessees, employees, children, family members, invitees, or pets. Owners shall be liable for all charges for damage along with any reasonable costs to the Association, including charges for recovery of attorneys' fees and costs involved in enforcement resulting from actions of such persons.
- (C) Exterior Work. No work, whether building, repair, maintenance, landscaping or lawn work shall be performed outside of any fully enclosed structure located on Unit, including fully enclosed accessory structures, before 7:00 a.m. weekdays and before 8:00 a.m. weekends. All such work shall be completed on or before 7:00 p.m.
- (D) Unit Occupancy. No Unit may be occupied on a permanent basis by more than one family comprised of the Owner's, their children and/or parents, or unrelated persons occupying the Unit as single household, unless otherwise specifically permitted by the Board of Directors. The number of persons occupying a Unit cannot exceed the number permitted by local ordinance.

(EF) Guest Registration. An Owner may not have house guests unless such guests have been registered with the security guard at the entrance to the Property and the Owner has advised the Association of the names of their house guests and the duration of the stay. Owners shall be accountable for the behavior of their house guests.

(FG) Interior Window Treatments. No reflective windows or reflective window tinting shall be allowed.

(GH) Speed Limits and Traffic Signs. Speed Limits and traffic signs will be posted throughout the Property by the Board of Directors. Any person violating any traffic regulations, depending on the severity of the violation, may be warned, fined, or suspended as determined by the Board of Directors in its sole discretion.

### **Section 3. Exculpations and Approvals**

The Association, the MC, and/or any of their agents may grant, withhold or deny consent, permission, or approval in any instance when consent, permission, or approval is permitted or required in their sole discretion and without any liability of any nature or kind to any Owner or any other person for any reason whatsoever and shall be indemnified and held harmless by such Owner or other person from any and all damages resulting therefrom, including, but not limited to, court costs and reasonable attorneys' fees. Every consent, permission or approval by the Association, the MC or their agents under this Declaration shall be, in writing, and binding upon all persons.

### **Section 4. Additional Protective Covenants: Enforcement.**

The Association may include in any amendment to this Declaration, contract or deed for any Unit, additional protective covenants and restrictions not inconsistent with those contained herein.

No person shall use the Common Property or any Unit in any manner contrary to, or not in accordance with, the terms and provisions of this Declaration, the Rules and Regulations (including Traffic Regulations), which may be promulgated by the Association from time to time, and signs posted by the Association.

Any loss or damage incurred by the Association due to a breach of any restriction herein by an Owner, his or her tenants, guests, agents or employees, shall be reimbursed by the responsible Owner, and such reimbursement, if not paid within 30 days, shall automatically be deemed to be an Individual Assessment.

The Association, through its Board of Directors, officers and the MC, shall have the authority to enforce those restrictions imposed under this Article XIV, and failure to do so shall not be deemed a waiver of the right of enforcement.

**ARTICLE XV  
INDEMNIFICATION OF OFFICERS, DIRECTORS AND MEMBERS OF  
THE MODIFICATIONS COMMITTEE**

Every officer of the Association, Director of the Association, and member of an Association committee shall be indemnified by the Association against all expenses and liability, including attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party or in which he or she may become involved by reason of his or her being or having been an officer, Director, or committee member, whether or not he or she is an officer, Director, or committee member at the time such expenses are incurred, except in such cases wherein the officer, Director or committee member is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties. However, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the officer, Director, or committee member seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer, Director or committee member may be entitled.

**ARTICLE XVI  
INSURANCE**

Insurance, other than title insurance, that shall be carried on the Common Property shall be governed by the following provisions:

**Section 1. Authority to Purchase; Named Insured.**

All insurance policies upon the Common Property shall be purchased by the Association. The named insureds shall be the Association. The policies shall provide that payments by the insurer for losses shall be made to the Association and any Mortgagee whose lien encumbers the Common Property, as their interests may appear.

Property and casualty insurance for all Units shall be issued by an insurance carrier licensed by the State of Florida upon purchase, and such insurance must be maintained and paid for by the Owner, unless otherwise provided for by a District Association. Policies purchased by Owners shall contain full replacement coverage for Units and also include additional coverage for contents, additions and alterations, and general liability. General liability coverage shall be in the minimum amount of \$150,000.00, which coverage minimum shall be automatically increased annually beginning in 2023 in accordance with the consumer price index. Each Owner shall also obtain windstorm/hurricane insurance coverage on his or her Unit in the amount of at least \$65.00 per square foot. Owners shall provide proof of acceptable coverage to the Association, upon its request, and, as the Association's non-exclusive remedy, Owners who do not provide proof of acceptable coverage may be fined or suspended in accordance with Fla. Stat. §720.305, as amended from time to time. Notwithstanding, the Association shall not be obligated to make such request for proof of coverage, and the failure to make such request does not in any way affect the Owner's obligation to be insured in accordance with this provision, as well as Florida

and Federal law.

**Section 2. Coverage.**

- (A) Casualty Insurance. All buildings and insurable Improvements on the Common Property shall be insured for fire and extended coverage perils, excluding foundation and excavation costs, at their maximum insurable replacement value, and all personal property owned by the Association shall be insured for its full insurable value, all determined annually by the Board of Directors.
- (B) Public Liability Insurance. The Association shall obtain public liability and property damage insurance covering all of the Common Property and Improvements thereon and insuring the Association and the Members as their interests appear in such amounts and providing such coverage as the Board of Directors may determine from time to time, provided, that the minimum amount of coverage shall be \$500,000 each occurrence, and \$2,000,000 annual aggregate. The liability insurance shall include, but not be limited to, hired and non-owned automobile coverage.
- (C) Workers' Compensation Insurance. The Association shall obtain workers' compensation insurance in order to meet the requirements of law, as necessary.
- (D) Flood Insurance. The Association shall obtain flood insurance to meet the requirements of federal, state, or local law, or any regulation enacted pursuant to federal, state or local law, as necessary.
- (E) Other Insurance. The Board of Directors shall obtain such other insurance as it shall determine from time to time to be desirable, including, but not limited to, Directors' and Officers' liability insurance.
- (F) Subrogation Waiver. If available, the Association shall obtain policies that provide that the insurer waives its right to subrogation as to any claim against Members, the Association and their respective servants, agents and guests.

**Section 3. Premiums.**

Premiums for insurance policies purchased by the Association shall be paid by the Association. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out any of the provisions of this Section shall be assessed against and collected from Members as part of the Base Assessment.

**Section 4. Shares of Proceeds.**

All insurance policies purchased by the Association shall be for the benefit of the Association, and any Mortgagee whose lien encumbers the Common Property, as their interests may appear, and shall provide that all proceeds covering losses shall be paid to the Association.

**Section 5. Distribution of Proceeds.**

Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the Members in the following manner:

- (A) Reconstruction or Repair. If the damage for which proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as hereinafter provided. Any proceeds which remain after defraying such costs shall be distributed to the Members.
- (B) Failure to Reconstruct or Repair. If it is determined in the manner hereinafter provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the Members. There shall be no distribution of remaining proceeds until all debris, remains and residue have been cleared and removed, and the damaged area has been properly landscaped. In the event of loss or damage to personal and/or real property belonging to the Association, and should the Board of Directors determine not to replace such personal and/or real property as may be lost or damaged, the proceeds shall be distributed to the Members.
- (C) Certificate. In making distributions to Members, the Board of Directors shall make reasonable, good faith efforts to locate Members and to provide them with any distribution to which they may be entitled.

**Section 6. Association's Power to Compromise Claims.**

The Board of Directors is hereby irrevocably appointed agent for each Member and for each owner of a mortgage or other lien, for the purpose of compromising and settling all claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor upon payment of claims.

**Section 7. Insurance of the Club Facilities.**

The members of the Board of Directors shall use their best efforts to adequately insure the Club Facilities. The cost of such insurance shall be borne by Club Members and shall not be borne by Non-Amenity Members. Proceeds from such insurance shall be paid to the Association, and if insurance proceeds become available for distribution, distributions shall be made to Club Members as determined by the Board of Directors. Non-Amenity Members have no right to any distribution of insurance proceeds arising from payment of an insurance claim exclusively pertaining to the Club Facilities.

**ARTICLE XVII  
RECONSTRUCTION OR REPAIR AFTER CASUALTY**

**Section 1. Determination to Reconstruct or Repair.**

If any part of the Common Property, Areas of Common Responsibility, or Club Facilities shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

- (A) Common Property. If the damaged Improvement is part of the Common Property, the damaged property shall be reconstructed or repaired unless it is determined by majority vote of the Members of the Association that it shall not be reconstructed or repaired.
- (B) Areas of Common Responsibility. If the damaged Improvement is part of the Areas of Common Responsibility other than the Common Property, the damaged property shall be reconstructed or repaired unless it is determined by the majority vote of the members of the interested District Association, that it shall not be reconstructed or repaired.
- (C) Club Facilities. If the damaged Improvement is part of the Club Facilities, the damaged property shall be reconstructed or repaired unless it is determined by the Board of Directors that it shall not be reconstructed or repaired.

**Section 2. Plans and Specifications.**

Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original buildings; or if not, then according to plans and specifications approved by the Board of Directors.

**Section 3. Estimates of Costs.**

Immediately after a determination is made to rebuild, replace, raze or repair damage to property for which the Association has the responsibility of reconstruction, replacement or repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild, replace or repair. Such costs may include professional fees and premiums for such bonds as the Board of Directors require.

**Section 4. Special Assessments.**

The amount by which an award of insurance proceeds to the Association is reduced on account of a deductible clause in an insurance policy shall be assessed equally against all Members. If the proceeds of such Assessments and of the insurance are not sufficient to defray the estimated costs of reconstruction, replacement and repair by the Association, or if at any time during reconstruction, replacement and repair, or upon completion of reconstruction and repair, the

funds for the payment of the costs of reconstruction and repair are insufficient, Special Assessments shall be made against the Members in sufficient amounts to provide funds for the payment of such costs. Any Special Assessment levied in connection with the reconstruction, replacement, and repair of exclusively Club Facilities shall be the responsibility of Club Members only to be allocated in a manner determined by the Board of Directors.

**Section 5. Construction Funds.**

The funds for the payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Association and funds collected by the Association from Special Assessments shall be held in a governmentally insured escrow account and disbursed for payment of the costs of reconstruction and repair in excess of the proceeds received from insurance coverage.

**ARTICLE XVIII  
GENERAL PROVISIONS**

**Section 1. Duration and Remedies for Violation.**

The covenants and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Association and/or the Owner of any Unit and/or Members subject to this Declaration and their respective legal representatives, heirs, successors and assigns, for an initial term of 25 years from the date this Declaration is recorded in the Public Records of Palm Beach County, Florida. The covenants and restrictions shall automatically be extended for successive periods of 25 years unless an instrument certifying that not less than 51% of the total number of Members of the Association then subject to this Declaration, has been recorded, agreeing to change or terminate the covenants and restrictions in whole or in part at the end of the then-current term. Violation or breach of any condition, covenant or restriction contained in this Declaration, the By-Laws, Articles of Incorporation and/or the Rules and Regulations shall give the Association a right but not the obligation to compel compliance with the terms of the covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such legal action shall be borne by the Member in violation. Such entitlement to costs and attorneys' fees, as provided in this Section and wherever else provided in the Governing Documents, shall include all costs and attorneys' fees incurred by the Association, including paralegal fees and law clerk fees, regardless of whether a lawsuit is filed and regardless of whether generated in trial court proceedings or on appeal. If these attorneys' fees and costs are not paid, the amount shall be deemed an Individual Assessment.

**Section 2. Compliance with Applicable Laws.**

In addition to these restrictions and covenants, Members who do not abide by the laws, ordinances, rules and regulations of the State of Florida and Palm Beach County may be found to be violating this Declaration's prohibition against nuisances.

**Section 3. Notice.**

Any notice required to be delivered to any Member under the provisions of this Declaration shall be deemed to have been properly delivered when mailed, postpaid, to the last known address of the person as it appears on the records of the Association at the time of such mailing. Each Member shall be presumed to receive mail at his or her Unit address unless he or she provides the Association with written notice of a separate mailing address. Members who provide their email addresses to the Association shall be deemed to consent to receiving electronic notifications via email unless they specifically notify the Association otherwise in writing. Electronic notifications sent via email (as well as any documents attached) shall be deemed provided when the email is sent, and the Association is not responsible for receipt and/or for the recipient's ability to open any attachment. However, if a Member reports to the Association that he or she cannot open any attachment, he or she shall be mailed a paper copy of the attachment. Pursuant to Chapter 720 of the Florida Statutes, the Association is required to maintain as part of the Official Records the email addresses of Members consenting to receive notice via email.

**Section 4. Severability.**

Invalidation of any one of these covenants and restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

**Section 5. Amendment.**

- (A) Notwithstanding any other right of amendment or modification provided in this Declaration, any amendment affecting the Water Management System, conservation or preserve areas shall require the prior written approval of South Florida Water Management District or its successors or assigns.
- (B) Except as specifically set forth elsewhere in this Declaration, the process of amending or modifying this Declaration shall be as follows:
  - (i) This Declaration may be amended:
    - (a) by consent of the Members holding not less than 2/3rds of the voting interests of the membership present and voting in person or by proxy at a meeting of the membership at which a quorum exists, provided however, that the above 2/3rds consenting to the amendment constitutes at least 30% of the total voting interests of the membership eligible to vote, together with
    - (b) the approval or ratification of a majority of the Board of Directors.

The aforementioned consent of the Members may be evidenced by a writing signed by the required number thereof or by the affirmative vote of the required number thereof at any regular or special meeting of the Association, called and held in accordance with the By-Laws, evidenced by a certificate of the Secretary or an Assistant Secretary of the Association.



(ii) Notwithstanding the provisions of paragraph (i)(a) above, amendments for correction of scrivener's errors or other changes that do not materially affect Members' rights hereunder, may be made by the Board of Directors alone without the need of consent of any other person, including the Members.

- (C) Any duly adopted amendment to this Declaration shall run with and bind the Property for the same period and to the same extent as do the covenants and restrictions set forth herein.

**Section 6. Litigation.**

No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by the Board of Directors. To the extent required by Fla. Stat. §720.303(1), litigation involving amounts in controversy in excess of \$100,000.00 may not be commenced without the affirmative approval of a majority of the voting interests casting a vote at a meeting of the membership at which a quorum has been attained.

**Section 7. Fines and Suspensions.**

Pursuant to Fla. Stat. §720.305, as amended from time to time, as its non-exclusive remedy for the failure by an Owner or by his or her family members, tenants, guests, or invitees to comply with the terms and provisions of the Governing Documents, as well as the Rules and Regulations, the Association may levy fines and/or suspend the right of the Owner, or of the Owner's family members, tenants, guests, and/or invitees, to use the Common Property and Club Facilities. The Association shall have the authority to fine and/or suspend an Owner for the actions of one's family members, tenants, guests, invitees, and suspensions may include but may not be limited to all persons residing in the Unit and not solely the person in violation, which may also include tenants and guests. However, no suspension shall prohibit an Owner or tenant from having ingress or egress to or from his or her Unit. Any fine levied upon an Owner or upon any of his or her tenants, guests, or invitees in the amount of \$1,000.00 or greater in the aggregate shall automatically constitute a lien upon the Owner's Unit (whether or not a claim of lien is recorded or perfected). Any lien arising from a fine in the amount of \$1,000.00 or greater in the aggregate shall be foreclosable in the same manner as an Individual Assessment against the Owner. In addition, the Association may suspend the Owner's right to vote if the Owner is Delinquent in the payment of any monetary obligation in excess of 90 days. The imposition of fines and suspensions shall be in accordance with Fla. Stat. §720.305, as amended from time to time.

**Section 8. Dissolution of Association.**

In the event of the dissolution of the Association, the Water Management System will be dedicated to a governmental agency designated or approved by South Florida Water Management District, its successors or assigns, or to another association of the Owners formed for the maintenance and management of the Water Management System as herein provided.

**Section 9. Venue.**

The venue for any action filed in appropriate courts regarding this Declaration shall be Palm Beach County, Florida.

**Section 10. Usage.**

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

**Section 11. Effective Date.**

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