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DECLARATION OF COVENANTS AND RESTRICTIONS FOR COVENTRY AT WOODFIELD COUNTRY CLUB

I. DEFINITIONS.

C. "Common Area" shall mean any property, whether improved or unimproved, or any easement or interest therein, located within the Property and now or hereafter conveyed or to be conveyed to and held by the Association as reserved for the common benefit, use and enjoyment of the members of the Association.

D. "Country Club" shall mean "Parcel P" as shown on the plat of Woodfield Country Club P.U.D., as recorded in Plat Book 54, Page 79 of the Public Records of Palm Beach County, Florida, together with any and all other property described, designated or shown on the said plat or otherwise reserved by the Developer for use as one or more private clubs, including but not limited to the golf course, tennis courts, swimming pools and other appurtenances associated with such clubs. The Country Club is the "recreational facility" referred to in the Master Plan Approval for Woodfield Country Club.

E. "Developer" shall mean and refer to **WOODFIELD PARTNERS LTD., L.P.**, a Delaware limited partnership and its successors and assigns, if any such successor or assign acquires the undeveloped portions of the Property for the purpose of development; provided, however, any mortgagee of Developer who acquires the undeveloped portions of the Property by foreclosure or deed in lieu of foreclosure from Developer may elect to succeed to the rights of Developer under this Declaration or may designate an alternate successor Developer, without the requirement for designation by Developer.

F. "DRB" shall mean the Design Review Board of Woodfield Country Club as established pursuant to the Master Declaration.

G. "Lot" shall mean and refer to any lot together with any and all improvements thereon, numerically designated and shown or described on the Plat of the Property, on which a residential structure has been or is intended to be constructed. With respect to any attached residential structures situated on one or more lots, "Lot" shall mean the portion of the structure owned by the Owner and the Owner's interest in the underlying land.

H. "Master Association" shall mean **WOODFIELD COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC.**, a Florida not-for-profit corporation.

I. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers (but not contract purchasers). Notwithstanding any applicable theory of mortgage, Owner shall not mean or refer to a mortgagee of a Lot unless and until such mortgagee has acquired title to the Lot pursuant to foreclosure or any proceeding in lieu of foreclosure.

J. "Property" shall mean and refer to all such existing properties and additions thereto as are subject to this Declaration or any supplemental Declaration under the provisions of Article II hereof, and shall include the real property described in said Article II, together with all improvements on any such real property.

K. "Turnover" shall mean relinquishment of control of the Board and shall happen upon the earlier to occur of the Developer's voluntary conversion of its Class B membership in the Association to Class A membership, or the conveyance to Owners by the Developer of every Lot in the Property.

II. PROPERTY SUBJECT TO DECLARATION.

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Section 4, Township 47 South, Range 42 East, City of Boca Raton, Palm Beach County, Florida, and is more particularly described as Coventry at Woodfield Country Club P.U.D., according to the plat thereof, recorded at Plat Book 74, Page 24 of the Public Records of Palm Beach County, Florida (the "Plat").

Section 2. Re-Platting. The Developer intends to develop the Property in accordance with the Plat, but hereby reserves the right, at any time and from time to time, to re-plat all or any part of the Property, regardless of the fact that such actions may alter the rights and obligations, including but not limited to the voting rights and amount and timing of assessments, of any one or more members of the Association or the number of Owners in the Property. The Developer shall not be required to follow any predetermined order of improvement and development within the Property.

Section 3. Additional Lands. The Developer shall have the right, but not the obligation, to add additional lands to the terms of this Declaration. Any additional lands so added to this Declaration shall be (i) platted property, (ii) any lots contained therein shall be single family, and (iii) any such lands shall be northerly of the plat of Woodfield Country Club, as recorded in Plat Book 54 at Page 70 of the Public Records of Palm Beach County, Florida. Any such addition(s) shall be evidenced by a Supplemental Declaration recorded in the Public Records of Palm Beach County, Florida. The Developer reserves the right, but not the obligation, to add additional covenants and restrictions to such additional lands.

III. CONVEYANCE OF COMMON AREA.

Section 1. Conveyance of Property by Developer to Association. The Developer shall have the right to convey its title, or any easement or interest therein, to any property located within the Property to the Association to be held as Common Area, and any such conveyance shall be effective upon recording the deed or instrument of conveyance in the Public Records of Palm Beach County, Florida. Conveyance of the Common Area to the Association shall occur not later than the time of Turnover.

Section 2. Conveyance of Property Between Association and Master Association. The Master Association shall have the right to convey its title, or any easement or interest therein, to any property located within the Woodfield Country Club P.U.D. to the Association to be held as Common Area. Subject to prior approval by the Board of the Master Association, the Association shall have the right to convey its title, or any easement or interest therein, to any property located within the Property to the Master Association to be held as Common Area pursuant to the Master Declaration. Any conveyance under this Section 2 shall be effective upon recording the deed or instrument of conveyance in the Public Records of Palm Beach County, Florida.

Section 3. Conveyance of Property by Any Other Person. Subject to prior approval by the Board of Directors of the Master Association, the Association may, but shall not be required to, accept title to property conveyed by any person other than the Developer, and any such conveyance shall be effective only upon due authorization thereof by the Board and proper execution by an officer of the Association of the deed or other instrument of conveyance, or of an instrument of acceptance, and the recording of such deed or instrument in the Public Records of Palm Beach County, Florida.

IV. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION.

Section 1. Membership. Every Owner, including the Developer as long as the Developer owns one or more Lots, shall be a member of the Association, and by acceptance of a deed or other instrument evidencing his ownership interest, each Owner accepts its membership in the Association, acknowledges the authority of the Developer and the Association as herein stated, and agrees to abide by and be bound by the provision of this Declaration and any supplement thereto, the Master Declaration as well as the Articles, the By-Laws and other rules and regulations of the Association and the Master Association. In addition to the foregoing, the families, employees, agents, guests, invitees and tenants of said Owners shall, while in or on the Property, abide and be bound by the provisions of all of the foregoing. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of any Lots.

Section 2. Classes and Voting. The Association shall have two classes of members for purposes of voting:

- A. Class A members shall be all Owners, but for the Developer, who will become a Class A member upon Turnover. Each Class A member shall be entitled to one (1) vote; provided that no voting rights in the Association may be exercised by any member while any assessments due from said member are in default. When any or all of two or more Lots have been consolidated for the purpose of building a single residence thereon, the Owner of said Lots shall be entitled to one (1) vote for each such Lot.
- B. The Class B member shall be the Developer. The Class B member shall have a number of votes equal at all times to three (3) times the total number of Class A Votes, plus one. The Developer's Class B membership shall cease upon Turnover. Notwithstanding the cessation of the Developer's Class B membership, the Developer shall have the right to appoint all of the members of the Board for so long as it owns at least one Lot in the Property.
- C. Neither Class A nor Class B members shall have direct voting rights in the Master Association. Voting rights in the Master Association shall be exercised through a designee of the Association, as provided in the Master Declaration. To the extent that additional property is brought under the scheme of this Declaration, the Developer reserves the right, but not the obligation, to designate that at least one member of the Board, after the date of Turnover, shall be elected from such

additional property(ies), which shall be stated, if ever, in the Supplemental Declaration(s) adding such property(ies) to the scheme of this Declaration.

Section 3. Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of Palm Beach County, Florida, a deed or other instrument conveying record fee title to any Lot and by the delivery to the Association of a copy of such recorded instrument. The Owner designated by such instrument shall, by his acceptance of such instrument, become a member of the Association, and the membership of the prior Owner shall be terminated. In the event that a copy of said instrument is not delivered to the Association, said Owner shall not be entitled to voting privileges enjoyed by his predecessor in interest but shall in all other respects be considered a member of the Association. The foregoing shall not limit the Association's powers or privileges. The interest, if any, of a member in the funds and assets of the Association shall not be assigned, hypothecated, or transferred in any manner except as an appurtenance to his real property. Membership in the Association by all Owners shall be compulsory and shall continue, as to each Owner, until such time as such Owner transfers or conveys of record his interest in the real property upon which his membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall automatically be conferred upon the transferee. Membership shall be appurtenant to, run with, and shall not be separated from the real property interest upon which membership is based.

Section 4. Multiple Owners. When any Lot is owned of record by two or more persons or entities, whether fiduciaries, joint tenants, tenants by the entireties or any other form of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship with respect to the same property, then unless the instrument or order creating the tenancy or appointing them designates an official representative to vote for such property and the instrument or order is filed with the Secretary of the Association, such Owners shall select one official representative to vote for such property and shall notify the Secretary of the Association in writing of the name of such representative. The vote of such representative shall be considered for all purposes the will of all of the Owners of such property.

Section 5. Developer Rights in the Association. For so long as the Developer owns one or more Lots in the Property, the Board shall have no authority to, and shall not, undertake any action without the consent of the Developer or its agent expressly authorized for such purpose, which shall:

- A. Prohibit or restrict in any manner the sales and marketing program of the Developer or restrict or limit in any manner the use by the Developer of any portion of the Property for the sale and/or resale of Lots or improvements thereupon;
- B. Decrease the level of maintenance services of the Association provided by the Board before Turnover;

- C. Make any special or individual assessment against or impose any fine upon the Developer's property or the Developer;
- D. Modify, amend or alter the Plat of the Property;
- E. Terminate or cancel any contracts of the Association entered into by the Board before Turnover;
- F. Terminate or waive any rights of the Association under this Declaration;
- G. Convey, lease, mortgage, alienate or pledge any easements or any part of the Common Area;
- H. Accept the conveyance, lease, mortgage, alienation or pledge or any real or personal property to the Association;
- I. Terminate or cancel any easements granted hereunder or by the Association;
- J. Terminate or impair in any fashion any easements, powers or rights of the Developer hereunder;
- K. Restrict the Developer's right of use, access and enjoyment of any of the Property;
- L. Cause the Association to default on any obligation under any contract or this Declaration; or
- M. Restrict in any respect the use by the Developer of any office or other facility in the Property for any purpose, including managing or operating the Association.

Section 6. Turnover. The Developer shall determine, in its sole discretion, the time of Turnover; provided, however, that if Turnover has not sooner occurred, it shall occur upon the conveyance to Owners by the Developer of every Lot in the Property. Within thirty (30) days after the event requiring Turnover, the Association shall give notice to all Owners of a Turnover Meeting, which Meeting shall be held not more than thirty (30) days after the giving of such notice. The purpose of the Turnover Meeting shall be the election of a new Board, as well as such other business as shall come before the Meeting. The Turnover Meeting shall be conducted in accordance with the By-Laws.

V. FUNCTIONS OF THE ASSOCIATION.

Section 1. Services. The functions to be performed by the Association shall be determined in the sole discretion of the Board, subject to the authority of the Master Association. Such services may include, but shall not be limited to, the following:

- A. Maintenance of the Common Area and all city, county, district or municipal properties (to the extent permitted by any governmental authority) which are located within the Property to the extent that their deterioration would adversely affect the appearance of the Property. The Association shall adopt standards of maintenance and operation required by this and other subsections within this Section 1 which are at least as stringent as those adopted by the Master Association, and all such standards shall be subject to approval or modification by the Master Association. In any event, the Common Area shall be maintained in accordance with all applicable Code provisions of or agreements with the City of Boca Raton, including, but not limited to, the Master Lake Maintenance Agreement recorded in Official Record Book 4844, Page 0536 of the Public Records of Palm Beach County, Florida, as amended by that certain Amendment to Master Lake Maintenance Agreement recorded in Official Record Book 8128, Page 720, and as the same may be hereafter further amended.

In addition to the foregoing, the Association shall have the right to assume, or to designate an agent to assume, the obligation to operate and/or maintain any property within the Property that is now owned by the Association (other than any property owned by the Developer or under the operation or maintenance of the Master Association), if the Board, in its sole discretion, determines that the operation and/or maintenance of said property by the Association is in the best interests of the residents of the Property. In such event, the Association shall give notice of the same to the owner of said property and thereupon said property shall be operated and/or maintained solely by the Association to the extent deemed necessary by the Board, until such time as the Board determines that the assumption of such obligation by the Association is no longer necessary and gives notice to such effect to the owner of the affected property. Without limiting the foregoing, the Association, or an agent designated by the Association, shall have the right, subject to approval by the Master Association, to operate and/or maintain any portion of the Property, and any improvements thereon, on or near any road, canal, body of water or boundary of the Property. To the extent that the Association (or any agent thereof) assumes or carries out any operation and/or maintenance obligations under this paragraph, the Association (and such agent) shall have an easement and right to enter upon any portion of the Property (including a Lot) in connection with said operation and/or maintenance activities, and no such entry shall constitute a trespass. Such assumption of any obligation by the Association may, but shall not be required to be, evidenced by a written document recorded in the Public Records of Palm Beach County, Florida, and pursuant to said document the obligation assumed by the Association may be made a permanent obligation of the Association, and the Association may expend sums for attorneys' fees and other costs and expenses related thereto.

- B. Purchasing general liability, hazard or any other appropriate insurance covering improvements and activities on the Common Area, as well as directors' and officers' liability insurance and such other insurance as the Board deems

necessary. Hazard insurance proceeds for damage to the Common Area may not be used other than for repair, replacement or reconstruction of such property.

- C. Publishing and enforcing such rules and regulations as the Board deems necessary or appropriate.
- D. Lighting of roads, sidewalks, and walking and bike paths throughout the Property.
- E. Fire protection and prevention.
- F. Garbage and trash collection and disposal.
- G. Conducting recreation, sport, craft, and cultural programs of interest to members, their families, tenants, invitees and guests and, in the discretion of the Board, charging admission fees for such programs.
- H. Providing financial or other support for the operation of transportation services, including but not limited to school bus service, serving the Property.
- I. Constructing improvements on the Common Area and granting such easements as may be required to provide the services as authorized herein.
- J. Protection and security, including but not limited to the employment of a security service system comparable with the security service system for Woodfield Country Club as a whole, maintenance of control centers for the protection of persons and property within the Property, and assistance in the apprehension and prosecution of persons who violate any laws within the Property. Security services to be provided by the Association shall include, to the extent deemed necessary by the Board for the protection of the Owners, inclusion within the security system of any and all construction entrances to the Property.
- K. To the extent deemed appropriate or necessary by the Board, providing and enforcing reasonable rules and regulations governing the rights of Owners in connection with the leasing of residential units located on the Property, including but not limited to restrictions on the frequency and term of any such leases.
- L. To the extent deemed appropriate or necessary by the Board, providing and enforcing reasonable rules and regulations governing the maintenance of the Property as a residential community, including but not limited to the restriction of residence within a single dwelling unit, other than on a fixed short-term basis, to persons of specified consanguinity or marital relationship.

Notwithstanding anything in this Section 1 to the contrary, the segregation of functions and services between the Association and the Master Association shall in all cases be determined in the sole discretion of the Board of the Master Association, and the Board of the Master

Association shall have absolute authority to prescribe the functions and services to be provided by the Association, the rules and regulations to be adopted and enforced by the Association, and the manner in which the Association will carry out the foregoing.

Section 2. Obligation of the Association. The Association shall carry out the functions and services specified in Section 1 of this Article V to the extent such maintenance and services can be provided from annual assessments and, as necessary, from special assessments or individual assessments. The particular functions and services provided by the Association from time to time shall be determined by the Board after taking into consideration proceeds of assessments and the needs of the members of the Association, and, subject to the authority of the Board of the Master Association, such functions and services, whether or not set forth herein, may be supplemented or reduced at any time in the discretion of the Board.

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

THE VARIOUS PROVISIONS OF THE ASSOCIATION DOCUMENTS WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTY AND THE VALUE THEREOF, AND THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR PALM BEACH COUNTY OR PREVENTS TORTIOUS ACTIVITIES. THE PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY, OR WELFARE OF SUCH PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON. EACH OWNER (BY VIRTUE OF ACCEPTANCE OF TITLE TO A LOT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION 2 AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST

THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION 2 OR OTHERWISE.

AS USED IN THIS SECTION 2, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEES AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. IN ADDITION, THE DEVELOPER, THE ASSOCIATION AND THEIR FRANCHISEES AND CONTRACTORS DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS OF USE OF ANY SECURITY SYSTEM OR SERVICES, OR THAT ANY SUCH SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, WHICH THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR; AND EVERY OWNER OR OCCUPANT OF PROPERTY SERVICED BY SUCH SYSTEMS ACKNOWLEDGES THAT THE DEVELOPER, THE ASSOCIATION OR ANY SUCCESSOR, ASSIGN, FRANCHISEE OR CONTRACTOR OF ANY OF THE FOREGOING WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the part of a security service provider to perform any of its obligations with respect to security services through any such system, and every owner or occupant of property serviced by such system agrees that the Developer, the Association or any successor, assign, franchisee or contractor of any of the foregoing assumes no liability for loss or damage to property or for personal injury or death to persons due to failure in transmission of an alarm, interruption of security service or failure to respond to an alarm because of (a) any failure of the Owner's security system, (b) any defective or damaged equipment, device, line or circuit, (c) negligence of the security service provider or its officers, agents or employees, or (d) fire, flood, riot, war, act of God or other similar causes beyond the control of the security service provider. Every Owner or occupant of property obtaining security services through the central telecommunications system further agrees for himself, his guests, invitees and licensees that if any loss or damage should result from a failure of job performance or operation, or from improper installation, monitoring, or servicing of the system, the liability, if any, of the Developer, the Association or any successor, assign, franchisee or contractor of any of the foregoing for loss or damage sustained shall be limited to a sum not exceeding Two Hundred Fifty and No/100 U.S. Dollars (\$250.00), which limitation shall apply notwithstanding that the loss or damage results directly or indirectly from negligent performance or non-performance by any officer, agent or employee of the Developer, the Association or any successor, assign, franchisee or contractor of any of the foregoing. Further, in no event will the Developer, the Association or any successor, assign, franchisee or contractor of any of the foregoing be liable for consequential damages, wrongful death, personal injury or commercial loss.

Section 3. Mortgage and Pledge. The Board shall have the power and authority to mortgage the property of the Association and to pledge the revenues of the Association, provided that the proceeds of such loans are to be used by the Association in performing its functions.

Section 4. Delegation by Association. The Association may delegate any of its functions, by contract or otherwise, to any person or entity, including the Developer or any affiliate of the Developer, and the expense of any such arrangement shall be a valid expense of the Association for which assessments may be levied and collected as provided in Article VIII. The Association may delegate or convey any of its functions or properties to any government unit for any purposes consistent with the intent of this Declaration.

Section 5. Transactions with Developer. The fact that the Developer or any affiliate, partner, officer or employee thereof is directly or indirectly interested in any transaction with the Association, involving the performance of any service or the provision of any merchandise or goods with respect to the Association, or the Property, shall not prohibit the Association from employing or dealing with such person or entity, and neither the Association nor any other person or entity, including an Owner, shall have any rights in or to any income or profits derived therefrom by the Developer or any other such person or entity.

VI. MASTER ASSOCIATION.

Section 1. Membership. All Owners are members of the Master Association and bound by its Articles of Incorporation, By-Laws and rules and regulations, as well as the Master Declaration. The Master Association will have maintenance and operating responsibility for the Common Area of Woodfield Country Club P.U.D. not located within any parcel thereof (and thus not maintained by a parcel association such as the Association), all as set forth in the Master Declaration. The Master Association will include all Owners in the Woodfield Country Club P.U.D. and is empowered to make assessments against the Owners directly or through the Association (with each Owner assessed his proportionate share thereof).

EACH AND EVERY PURCHASER OF A RESIDENCE IN THE PROPERTY WILL BE SUBJECT TO THE PROVISIONS OF THE MASTER DECLARATION AS WELL AS THE PROVISIONS OF THIS DECLARATION. THE PROVISIONS OF THE MASTER DECLARATION INCLUDE, BUT ARE NOT LIMITED TO, THE AUTHORITY OF THE DEVELOPER OR THE DRB, AS APPLICABLE, TO APPROVE OR REJECT ANY IMPROVEMENTS PROPOSED TO BE CONSTRUCTED ON ANY PART OF THE PROPERTY, AND THE RESERVED RIGHT OF THE DEVELOPER TO PROVIDE SECURITY SERVICES AND TO PROVIDE CABLE TELEVISION SERVICE FOR WHICH OWNERS MAY BE REQUIRED TO SUBSCRIBE. THE MASTER DECLARATION ALSO SETS FORTH CERTAIN PROVISIONS WITH RESPECT TO THE COUNTRY CLUB, THE SALES AND ADMINISTRATION FACILITIES AND THE MAINTENANCE AREA, ALL AS DEFINED IN THE MASTER DECLARATION. PROSPECTIVE PURCHASERS ARE URGED TO READ CAREFULLY BOTH THE MASTER DECLARATION AND THIS DECLARATION.

Section 2. Priority of Master Declaration. Notwithstanding anything in this Declaration or the Articles, By-Laws or rules and regulations of the Association to the contrary, all of the foregoing are intended to be subordinate to the Master Declaration and Articles, By-

Laws and rules and regulations of the Master Association. Any conflict between the terms of this Declaration and the Master Declaration shall be resolved in favor of the Master Declaration. In no event shall any provision of this Declaration be construed as limiting any right or power retained by the Developer or granted to the Master Association pursuant to the Master Declaration.

Section 3. Authority of Master Association. The Master Association shall have primary authority with respect to the operation and maintenance of Woodfield Country Club P.U.D. (including the Property), and all determinations and actions of the Board of the Master Association shall be binding on the Association. The Board of the Master Association shall have the right, at any time, to dissolve the Association. Further, if at any time the Board of the Master Association determines that such action is in the best interests of Woodfield Country Club P.U.D., it may assume all or any of the functions of the Association for a fixed or indefinite period of time, with or without dissolving the Association, and levy assessments against the Owners to cover the cost thereof.

VII. EASEMENTS.

Section 1. Appurtenant Easements. Subject to this Declaration and the Master Declaration, as well as the Articles, By-Laws and rules and regulations of the Association and the Master Association, the Developer hereby grants to all Owners, their guests, lessees and invitees, but only as an appurtenance to the ownership of fee title interest to one or more Lots, a perpetual non-exclusive easement for ingress and egress over, across and through, and for the use and enjoyment of, all the Common Area, such use and enjoyment to be shared in common with the other Owners, their guests, lessees and invitees, as well as the employees, agents, guests, lessees and invitees of the Developer. The easements granted to the Owners hereunder are subject in all respects to an easement for the benefit of the Association and/or the Master Association to make such use of all Common Area as the Board and/or the Board of Directors of the Master Association deems to be in the best interests of the Owners and all residents of the Woodfield Country Club P.U.D., including but not limited to the establishment at any time of bike and/or jogging paths and other recreational or community facilities.

Section 2. Utility Easement. The Developer reserves to itself, its successors and assigns, including the Association, the Master Association, and any party designated by the Developer, the Association, or the Master Association, a perpetual easement upon, over, under and across the Property, including the Lots and the Common Area, for the purpose of maintaining, installing, repairing, altering and operating sewer lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal systems, pipes, wires, siphons, valves, gates, pipelines, cable television service, electronic security system and all machinery and apparatus appurtenant to all of the foregoing as may be necessary or desirable for the installation and maintenance of utilities or other such services for the Property, all such easements to be of a size, width and location as the Developer, in its discretion, deems best, but selected in a location so as not to unreasonably interfere with the use of any improvements which are now, or hereafter will be, located upon the Property.

Section 3. Maintenance Easement. The Developer reserves to itself, its successors and assigns, including the Association, the Master Association, and any party designated by the Developer, the Association, or the Master Association, a perpetual easement upon, over, under and across the Property, including the Lots and the Common Area, for the purpose of maintaining, repairing or improving any portion of the Property as may be necessary or desirable in accordance with the provisions and intent of this Declaration, provided that such access or use does not unreasonably interfere with the use of any improvements which are now, or hereafter will be, located upon the Property.

Section 4. Developer Easement. The Developer hereby reserves to itself, its successors and assigns, and to such other persons as the Developer may from time to time designate, a perpetual easement, privilege and right in and to, over, under, on and across the Property, including the Lots and the Common Area, for ingress, egress and use as needed by its officers, directors, employees, agents, independent contractors, invitees and designees, for the purpose of carrying out the functions of the Developer, provided that such access or use does not unreasonably interfere with the use of any improvements which are now, or hereafter will be, located upon the Property.

Until the Developer has completed all of the proposed improvements and all Lots have been sold to Owners, neither an Owner, the Association, nor anything contained herein or in the Articles of Incorporation, By-Laws or rules and regulations of the Association shall interfere with the construction of the improvements and/or any activity of the Developer, or any employee or agent thereof, with respect to the sale of Lots, including but not limited to the use by the Developer (or any employee or agent thereof) of the Common Area. The Developer may make use of any building or structure (other than residences) erected upon the Property, including but not limited to the Common Area, as may facilitate such completion and sale, including, but not limited to, maintenance of sales offices, the showing of the Property and the display of signs.

Section 5. Country Club Easement. The Developer hereby reserves for the benefit of the Country Club, a perpetual easement, privilege and right in and to, over, under, on and across the Property, including the Lots and the Common Area, for ingress and egress to the golf course and all other Country Club facilities, as needed for maintenance and other activities necessary or incidental to the operation of the Country Club, provided that such access or use does not unreasonably interfere with the use of any improvements which are now, or hereafter will be, located upon the Property. Without limiting the foregoing, each Owner of a Lot hereby expressly recognizes the necessity of reasonable intrusion on said Lot for the purpose of maintaining and operating the Country Club, as well as reasonable intrusion by members of the Country Club (and invitees and guests thereof) incident to the use of the Country Club, including but not limited to the retrieval of golf balls. Nothing contained herein shall permit entry by such persons into a dwelling unit without the consent of the Owner thereof.

Section 6. Service Easement. In order to service the Property, the Developer hereby grants to delivery, pickup, fire protection and security services, police and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television, and other utilities authorized by the Developer, its successors and assigns, and to such other persons

as the Developer from time to time may designate, the non-exclusive, perpetual right of ingress and egress over and across the Property, including the Lots and the Common Area, for the purposes of performing their authorized services and investigation. Nothing contained herein shall permit entry by such persons into a dwelling unit without the consent of the Owner thereof.

Section 7. Extent of Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- A. The right of the Developer or the Association, in accordance with its Articles and By-Laws, to borrow money from any lender for the purpose of improving and/or maintaining the Common Area and providing services authorized herein and, in aid thereof, to mortgage said properties.
- B. The right of the Association to suspend the rights and easements of enjoyment of any member or any tenant of any member for any period during which any assessment remains unpaid, and for a period not to exceed sixty (60) days for each infraction of its published rules and regulations. Any suspension for either nonpayment of any assessment or breach of any rule or regulation of the Association shall not constitute a waiver or discharge of the member's obligation to pay the unpaid assessment or any other assessment. Notwithstanding the foregoing, the Association shall in no event have the right to limit in any respect the rights and powers reserved or granted to the Developer under this Declaration for any failure of the Developer to pay any assessment or for any breach by the Developer of the published rules and regulations of the Association.
- C. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility that may be situated on the Common Area.
- D. The right of the Association to place any reasonable restrictions upon the use of any roadways owned by the Association including, but not limited to, the maximum and minimum speeds of vehicles using said roads, all other reasonable traffic and parking regulations, and the maximum noise levels of vehicles using said roads. The fact that such restrictions on the use of such roads shall be more restrictive than the laws of any state or local government having jurisdiction over the Property shall not make such restrictions unreasonable.
- E. The right of the Association to give, dedicate or sell all or any part of the Common Area (including a leasehold interest therein) to any public agency, authority, utility or private concern for such purposes and subject to such conditions as may be determined by the Association, provided that no such gift or sale or determination of such purposes or conditions shall be effective unless the same shall be approved by the Developer (for so long as the Developer owns any Lot in the Property) and authorized by the affirmative vote of two-thirds (2/3) of the members at a duly called meeting of the Association (with written notice of the meeting and of the proposed agreement and action thereunder being sent

at least thirty (30) days prior to such meeting). A true copy of such resolution together with a certificate of the results of the vote taken thereon shall be made and acknowledged by the President or Vice President and Secretary or Assistant Secretary of the Association and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Area, prior to the recording thereof. Such certificate, bearing thereon the approval of the Developer, if necessary, shall be conclusive evidence of authorization of such action.

Section 8. Further Restrictions. Nothing other than storm water may be discharged into any lake, canal, or other body of water located within or adjacent to the Property. Any device through which water is drawn other than a pumping device from any lake, canal, or other body of water onto or within any portion of the Property must not be visible or pose a hazard to navigation or water recreation. The construction and/or installation of any such device through which water shall be subject to the prior written approval of the DRB as provided in the Master Declaration.

VIII. COVENANTS FOR ASSESSMENTS.

Section 1. Creation of the Lien and Personal Obligation for Assessments. Each Owner, by acceptance of a deed for a Lot, whether or not it shall be so expressed in any such deed or other conveyance, including any purchaser at a judicial sale, covenants and agrees to pay to the Association, with respect to each Lot, any annual assessments, fees or charges; any special assessments for capital improvements, major repairs and/or other extraordinary items, including but not limited to operating deficits, deemed necessary by the Board; and any individual assessments levied by the Board; such assessments to be fixed, established and collected from time to time as provided in the Master Declaration and this Declaration. All such assessments, fines, fees and charges, together with interest thereon from the due date at the rate of interest provided under Section 12 hereof and costs of collection thereof (including reasonable attorneys' fees), shall be a charge and a continuing lien upon each Lot against which an assessment is made, and shall also be the personal obligation of the Owner. Liability for the assessments and any other amounts provided for hereunder shall not be waived or otherwise released as the result of non use of the Common Area or abandonment.

Section 2. Purpose of Assessments. The annual and special assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the residents of the Property, and their invitees and guests, and in particular for the improvement and maintenance of the Common Area, and of any easement in favor of the Association, including, but not limited to, the cost of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of, and undertaken by, the Association. Notwithstanding any provision herein to the contrary, any use of the annual or special assessments that provides benefit to the Developer or any employee or agent thereof shall not be deemed to violate this section or any other provision of this Declaration as a result of said benefit.

Section 3. Determination of Assessments. The Board shall fix the assessments, which shall be in amounts determined in accordance with the projected financial needs of the Association, as to which the decision of the Board shall be dispositive.

Section 4. Uniform Assessments. Except as otherwise provided in this Article VIII, each Owner of a Lot shall pay the same annual and/or special assessments as each other Owner of a Lot, with such assessments to be established by the Board in its discretion for each assessment year. Provided, however, the Board, in its sole discretion, may reduce or waive assessments as to any Lot which does not have a Certificate of Occupancy.

Section 5. Special Assessments. In addition to any annual assessments, the Association may levy in any assessment year one or more special assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement as approved by the Board, including the necessary fixtures and personal property related thereto, and any other extraordinary item, including a judgment rendered against the Association by a court of competent jurisdiction, as determined by the Board.

Section 6. Individual Assessments. The Association may impose an individual assessment upon any Owner whose use or treatment of his Lot or any improvements thereon is not in conformance with the standards as adopted by the Association or in compliance with the use restrictions imposed by this Declaration. The amount of such assessment shall be equal to such cost incurred and may be enforced and collected in the manner provided for any other assessments.

Section 7. Assessments for Reserves. Any assessment authorized by the Board for the purpose of creating or increasing a reserve for future expenses or capital expenditures of the Association shall be placed in a segregated account of the Association and held in trust by the Association solely for the purpose or purposes for which it was authorized.

Section 8. Developer Contribution. Notwithstanding any provision to the contrary in this Declaration, the Developer shall not be liable for assessments against any Lot owned by the Developer provided that the Developer funds any deficit in the annual budgeted expenses of the Association (but excluding any amounts necessary to meet extraordinary expenses). At its option, the Developer may at any time, and from time to time, commence paying assessments on all Lots that it owns and thereby automatically terminate its obligation to fund deficits as set forth above. The Developer shall not be obligated to fund any reserves, unless and only to the extent that, reserves are a portion of annual assessments which the Developer has elected to pay under this Section.

Section 9. Assessments to Finance Litigation Against the Developer: Attorneys Fees. If the Association, on its behalf or on behalf of some or all of its members, commences or seeks to commence litigation against the Developer in connection with the Property, and attempts to levy an assessment of any nature to finance such actual or contemplated litigation or an appeal therefrom, the Developer, and any portion of the Property owned by the Developer, shall be

exempt from such assessment. The Developer shall be entitled to reasonable attorneys' fees in any litigation with the Association in which the Developer is the prevailing party.

Section 10. Date of Commencement of Annual Assessments; Due Date; Working Capital Fund. The assessments for which provision is made herein shall commence on the date or dates (in each case, the first day of a month) fixed by the Board for commencement. The due date of any assessment shall be fixed in the resolution authorizing such assessment, and any such assessment shall be payable in advance in monthly, quarterly, semi-annual or annual installments, as determined by the Board. The Board shall establish a working capital fund for the Association, which shall be in an amount equal to two (2) months of the annual assessment for each Lot and shall be collected from each Lot purchaser at the time of conveyance of the Lot to such purchaser. The working capital fund shall be maintained in a segregated account for the use and benefit of the Association. The purpose of this fund is to assure that the Association will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Board. Amounts paid into the fund are not to be considered as advance payment of regular assessments. The Board, in its sole discretion, may waive the requirement for collection of the two (2) month contribution to the working capital fund until the conveyance of the Lot to a purchaser of a completed dwelling on the Lot, on such terms as the Board may desire.

Section 11. Duties of the Board. The Board shall fix the date of commencement and the amount of each assessment at least thirty (30) days in advance of such date and shall, at that time, prepare a roster of the assessments which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to each Owner not later than seven (7) days after the fixing thereof.

Section 12. Effect of Nonpayment of Assessments. The lien of the Association shall be effective from and after recording, in the Public Records of Palm Beach County, Florida, a claim of lien stating the description of the Lot or other property encumbered thereby, the name of the Owner, and the amount and the date when due. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances, and interest thereon, all as above provided. Such claim of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record.

If the assessment is not paid within thirty (30) days after the delinquency date, which shall be set by the Board, the assessment shall bear interest from the date due at a rate of interest determined by the Board, up to the highest rate of interest then allowed by Florida law, and the Association may, at any time thereafter, bring an action to foreclose the lien in like manner as foreclosure of a mortgage on real property, and/or bring suit on the personal obligation against the Owner. There shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, including reasonable attorneys' fees, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided.

and reasonable attorneys' fees incurred by the Association in connection with such action, together with the costs of the action.

Section 13. Subordination to Lien of Mortgages. The lien of the assessments for which provision is made in this Declaration shall be subordinate to the recorded lien of any first mortgage to a Federal or State chartered bank, life insurance company, Federal or State savings and loan association, real estate investment trust or other recognized lending institution, or any other mortgagee approved by the Board. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of property pursuant to a decree of foreclosure or in any other such proceeding, or by a deed in lieu of foreclosure. No such sale or other transfer shall relieve any property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of either the Developer or the President or Vice-President of the Association that a mortgagee is a recognized lending institution and accordingly that the lien for assessments is subordinate to the mortgage of such mortgagee, shall be dispositive of any question of subordination.

Section 14. Exempt Property. The following portions of the Property subject to this Declaration shall be exempt from the assessments, charges and liens created herein provided that such part of the Property exempted is used (and only as long as it is used) for its intended purposes:

- A. Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- B. The Common Area; and
- C. Any of the Property exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

Section 15. Consolidated Lots. If two or more Lots are consolidated for the purpose of constructing a single residence thereon, the Owner of such Lots shall be liable for the full annual, special, and individual assessments for each such Lot.

Section 16. Fines. The Board shall be authorized to levy fines for non-payment of annual, special or individual assessments, or any interest on or costs of collection related thereto, in accordance with a schedule of such fines to be provided to the Owners. The Board shall be entitled to collect from the offending party reasonable attorneys' fees and other fees and costs of any action or proceeding to enforce any provision of this Declaration, the Articles, the By-Laws or the rules and regulations of the Association.

IX. RESTRICTIONS.

Section 1. Residential Use. Except as provided below, the Property subject to this Declaration may be used for residential living units and as Common Area, and for no other purpose. No commercial building may be erected on any Lot and no commercial enterprise may

be conducted on any Lot. No building or other improvements shall be erected upon any Lot, and no Lot shall be divided, subdivided or reduced in size, without prior DRB approval thereof as provided in the Master Declaration.

Notwithstanding the foregoing, nothing herein is intended to restrict the right of the Developer or any designee or affiliate of the Developer, to carry on any sales or other activity within the Property related to or connected with the development of the Property and/or the sale, resale, lease or other disposition of any Lot (including improvements thereon) or other portion of the Property, or the right of the Developer or the Association to permit, carry out and/or give support to any event or function in the Property for the benefit of the Developer and/or any resident or nonresident of the Property.

No restriction set forth in this Declaration shall be deemed to diminish in any respect any restriction set forth in the Master Declaration.

Section 2. No Temporary Buildings. No tents, trailers, commercial vans, shacks, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without written consent of the Developer, or, after Turnover, the Board.

Section 3. Antennae. No aerial, antenna or satellite dish shall be placed or erected upon any Lot, or affixed in any manner to the exterior of any residence.

Section 4. Boats and Motor Vehicles. No boats, motorcycles, recreational vehicles or other motor vehicles, except four-wheel passenger automobiles, shall be placed, parked or stored upon any Lot, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a building totally isolated from public view. Notwithstanding the foregoing, the Board may waive the restrictions of this Section 4 in any instance on such terms and conditions as it shall provide, but no such waiver shall estop the full enforcement of this Section 4 or a waiver on any other terms as the Board shall provide in any other instance.

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

Section 6. Artificial Vegetation. No artificial grass, plants or other vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the DRB.

Section 7. Automobile Storage Areas. No automobile garage shall be permanently enclosed or converted to any use that cannot accommodate a standard four-wheel passenger automobile. No carports shall be permitted unless approved by the DRB. All garages must have doors that are to be maintained in a useful condition and that are operated by electric door openers.

Section 8. Clothes Drying Area. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, except to the extent that it is screened from view of adjoining property.

Section 9. Landscaping. A basic landscaping plan for each home must be submitted to and approved by the DRB of the Master Association or the Developer, as applicable. Sodding will be required on all yards. An underground sprinkler system of sufficient size and capacity to irrigate all sodded and landscaped areas must be installed and maintained in good working order on all Lots.

Section 10. Nuisances. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to any other resident of the Property, including the improper disposal of garbage or other waste as determined in the sole discretion of the DRB of the Master Association, or the Developer, as applicable. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Developer prior to the date of Turnover, or to the Board of the Master Association after the date of Turnover, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

Section 11. Signs. Except as provided below, no sign, including a "For Rent" or "For Sale" sign, shall be displayed or placed in public view on any Lot. The Master Association, for a fee determined by the Board of the Master Association, shall provide signs displaying the word "open" which may be displayed during any time the Owner or his designated sales agent is in attendance at the Lot.

Section 12. Docks, Boat Houses, Waterfront Construction, Boats and Shore Contours. No decks, bulkheads, moorings, pilings, boat houses or boat shelters of any kind or any construction shall be erected on or over any body of water within the Property. No motor powered boat of any kind shall be kept or used upon any body of water of and within the Property, except for purposes of maintenance and weed control of such water body. The area, if any, between the rear lot line of any Lot and the water's edge of any body of water within the Property shall be landscaped and/or sodded and maintained by the Owner of said Lot as if said area were a portion of the Lot owned by said Owner. No person or persons shall be permitted upon that portion of the Common Area lying between the rear Lot line of any Lot and the water's edge of any body of water within the Property except (a) from time to time, the Owner of said Lot, his family, guests and invitees, and (b) an employee or contractor of the Developer or the Association for the sole and exclusive purpose of performing maintenance upon and within said portion of the Common Area or body of water.

Section 13. Animals. No animals, livestock or poultry of any kind, except for common household pets, shall be permitted within the Property at any time. Household pets may not be kept for commercial purposes and shall not be kept in a number or of a kind as to be a nuisance or annoyance to other residents of the Property or other persons lawfully on the Property. The determination of whether any pet is a nuisance or annoyance shall be in the sole discretion of the

Board which shall be authorized to order the immediate permanent removal of any pet from the property upon such a determination.

Section 14.. Minimum Size of Dwellings. The minimum square foot area of all residences constructed on the Property shall not be less than 3200 square feet. In computing square footage, credit shall not be given for garages, porches, patios, terraces, or other similar areas.

Section 15. Miscellaneous. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that any Owner shall fail or refuse to keep his Lot free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the Association may enter upon said Lot and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass. All garbage or trash containers must be underground or placed in walled-in areas so that they shall not be visible from any other portion of the Property.

Section 16. Exception for Developer. The foregoing use restrictions shall not apply to the Developer or any other party connected with the development of the Property, or to the construction of any building or other improvements within the Property. In particular, and without limiting in any respect the foregoing exceptions, the Developer and any other party designated by the Developer shall have the right to: construct any building, structure or other improvements on the Property, including any temporary structure or facility used for storage or other purposes; temporarily deposit, dump or accumulate trash or other refuse or rubbish in connection with the development of the Property or the construction of any improvements thereon; display, inscribe or affix to the exterior of any building or elsewhere upon the Property "For Sale" or other reasonable signs for promotional, marketing or other purposes reasonably related to the development of the Property; excavate fill from any body of water within or contiguous to the Property by dredge or drag line, store fill on the Property, or sell excess fill from the Property; and grow plants, trees or other vegetation on the Property and sell any of the same from the Property.

X. GENERAL PROVISIONS.

Section 1. Duration. The Covenants and Restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Developer, the Association, the Master Association and/or the Owner of any Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years each. The number of ten (10) year renewal periods hereunder shall be unlimited, with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial fifty (50) year period, or during the last year of any subsequent ten (10) year renewal period, the affirmative

vote of two-thirds ($\frac{2}{3}$) of the members are cast at a duly held meeting of the Association in favor of terminating this Declaration at the end of its then current term and the Board of the Master Association consents to such termination. It shall be required that written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. In the event that the Association votes to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate, together with a certificate of consent of the Board of the Master Association, shall be recorded in the Public Records of Palm Beach County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Section 2. Amendments. Except as provided in Sections 3 and 4 below, this Declaration may be amended at any time provided that the Board of the Master Association consents to such amendment and the affirmative vote of two-thirds ($\frac{2}{3}$) of the members are cast at a duly held meeting of the Association in favor of the proposed amendment; provided, however, that if the affirmative vote required for approval of action under the specific provision to be amended is a higher or lower percentage, then such higher or lower percentage shall be required to approve amendment of that provision. Notice shall be given at least forty-five (45) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved as set forth above, the President and Secretary of the Association shall execute an amendment to this Declaration which shall set forth the amendment, the effective date of the amendment, which in no event shall be less than sixty (60) days after the date of recording the amendment, and the date of the meeting of the Association at which such amendment was adopted. Such amendment, together with a certificate of consent of the Board of the Master Association, shall be recorded in the Public Records of Palm Beach County, Florida. Notwithstanding the foregoing, as long as the Developer is the Owner of any Lot, or any property (including the Country Club or Sales and Administration Facilities, as defined in the Master Declaration) affected by this Declaration or any amendment hereto, or appoints a Director of the Master Association, no amendment under this Section 2 will be effective without the express written joinder and consent of the Developer.

Section 3. Amendments by Master Association. There is hereby reserved to the Board of the Master Association the absolute and unconditional right, subject to prior written approval by the Developer, to alter, modify, change, revoke, rescind, or cancel any or all of the restrictive covenants contained in this Declaration or hereinafter included in any subsequent Declaration; provided that nothing herein shall prejudice or otherwise impair the security of any mortgagee of record as to any Lot or other portion of the Property.

Section 4. Amendments by Developer. There is hereby reserved to the Developer the absolute and unconditional right to alter, modify, change, revoke, rescind, or cancel any or all of the restrictive covenants contained in this Declaration or hereinafter included in any subsequent Declaration for as long as the Developer owns at least one Lot in the Property; provided that nothing shall prejudice or otherwise impair the security of any mortgagee of record as to any Lot or other portion of the Property.

Section 5. Remedies for Violation. Violation or breach of any condition, covenant or restriction herein contained shall give the Developer, the Association, the Master Association and/or the Owner(s), in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner of the subject property, provided such proceeding results in a finding that such Owner was in violation of said covenants, conditions and restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by the prevailing party in seeking such enforcement. Failure by the Developer, the Association or any Owner to enforce any covenant, condition or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce the same thereafter.

Section 6. Review of Books and Records. The members of the Association shall have the right to review the books and records of the Association at any reasonable time and from time to time.

Section 7. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the Owner on the records of the Association at the time of such mailing.

Section 8. Severability. Invalidation of all or any part of any one of these Covenants and Restrictions by judgment or court order shall in no way affect the remainder of any such provision or any other provisions, which shall remain in full force and effect.

Section 9. Usage. Whenever used, the singular shall include the plural and the plural the singular, and the use of any gender shall include all genders.

Section 10. Interpretation. The Board shall have the right, except as limited by any other provisions of this Declaration or the Articles or By-Laws, or by any determination by the Board of the Master Association, to determine all questions arising in connection with this Declaration and to construe and interpret its provisions, and its good faith determination, construction or interpretation shall be final and binding. In all cases, the provisions of this Declaration shall be given that interpretation or construction that will best tend toward the consummation of the general plan of the improvements.

Section 11. Execution of Documents. Development of the Property may require from time to time the execution of certain documents required by Palm Beach County or other government agencies or authorities. To the extent that said documents require the joinder of the

Owners, the Developer by its duly authorized officers may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint the Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any document executed pursuant to this Section 11 shall so state.

Section 12. Inapplicability of Condominium Act. The Association is not intended to be a condominium association, and as such is not intended to be and shall not be governed by the provisions of Florida Statutes, Chapter 718.

Section 13. Representations. Except as hereinafter amended, this Declaration, together with the Master Declaration, contains or provides for all of the Covenants and Restrictions for the Property and no oral or written representations of any person or entity limiting, expanding or otherwise in conflict with this Declaration shall be relied upon by any person for any reason, nor shall the same be binding upon the Developer or any of its affiliates, successors or assigns.

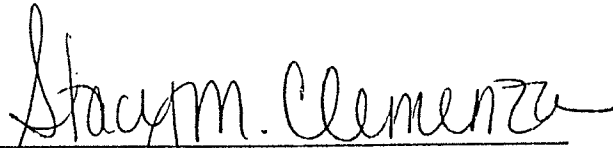
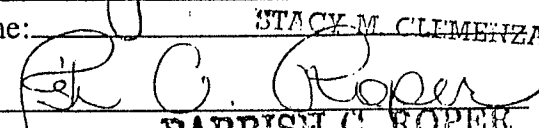
Section 14. Effective Date. This Declaration shall become effective upon its recordation in the Public Records of Palm Beach County, Florida.

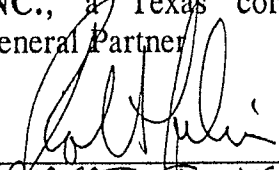
IN WITNESS WHEREOF, WOODFIELD PARTNERS LTD., L.P. has caused these presents to be executed as required by law on this, the day and year first above written.

WITNESSES:

WOODFIELD PARTNERS LTD., L.P., a
Delaware limited partnership

By: WOODFIELD PARTNERS GP,
INC., a Texas corporation, its
General Partner


Name: STACY M. CLEMENZA

Name: PARRISH C. ROPER

By: 
Name: ROBERT JULIEN
Title: VICE PRESIDENT
3600 Club Place
Boca Raton, Florida 33496

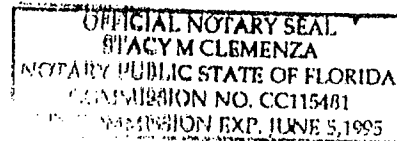
STATE OF Florida)
COUNTY OF Palm Beach) ss.

The foregoing instrument was acknowledged before me this 27th day of January, 1995, by Robert Julien, the Vice President of **WOODFIELD PARTNERS GP, INC.**, a Texas corporation, acting as General Partner of **WOODFIELD PARTNERS LTD., L.P.**, a Delaware limited partnership, on behalf of the corporation and partnership. The above named individual ☒ is personally known to me or ☐ has produced as identification which is current or has been issued within the past five years and bears a serial or other identifying number.

Stacy M Clemenza
Print Name: STACY M. CLEMENZA
NOTARY PUBLIC - STATE OF Florida
My Commission Number: _____
My Commission Expires: _____

[NOTARY SEAL]

100381



JOINDER AND CONSENT OF MASTER ASSOCIATION

WOODFIELD COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, hereby joins in this Declaration of Covenants and Restrictions for Coventry at Woodfield Country Club for the sole purpose of agreeing to perform its obligations contained herein.

WITNESSES:

Stacy M. Clemenza
Name: STACY M. CLEMENZA
P. C. Roper
Name: PARRISIL C. ROPER

WOODFIELD COUNTRY CLUB
HOMEOWNERS' ASSOCIATION, INC.,
a Florida not-for-profit corporation

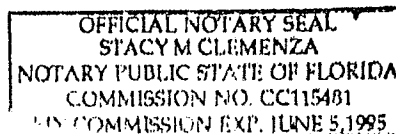
By: Robert Julien
Name: ROBERT JULIEN
Title: VIC PRESIDENT
3600 Club Place
Boca Raton, Florida 33496

STATE OF Florida)
COUNTY OF Palm Beach) ss.

The foregoing instrument was acknowledged before me this 27th day of January, 1994, by Robert Julien, the VIC President of WOODFIELD COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. The above-named individual ☒ is personally known to me or ☐ has produced the following _____ as identification which is current or has been issued within the past five years and bears a serial or other identifying number.

Stacy M. Clemenza
Print Name: STACY M. CLEMENZA
NOTARY PUBLIC - STATE OF Florida
My Commission Number: _____
My Commission Expires: _____

[NOTARY SEAL]



State of Florida



Department of State

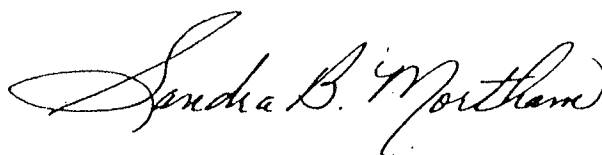
I certify the attached is a true and correct copy of the Articles of Incorporation of COVENTRY AT WOODFIELD COUNTRY CLUB, INC., a corporation organized under the laws of the State of Florida, filed on November 14, 1994, as shown by the records of this office.

The document number of this corporation is N94000005583.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-seventh day of January, 1995



CR2EO22 (1-95)

A handwritten signature in cursive script, reading "Sandra B. Northam".

Sandra B. Northam
Secretary of State

January 12, 2001

RE: COVENTRY AT WOODFIELD COUNTRY CLUB

Dear Coventry Homeowner:

Enclosed please find a copy of the Amendments to the Declaration of Covenants and Restrictions of Coventry at Woodfield Country Club. We recommend that you keep these with your other Association documents. Following is a summary of the most important of the Amendments that became effective October 11, 2000:

- ♦ Capital Contributions on Resales: The Association will collect capital contributions equal to three months of the annual assessment from each lot purchaser at the time of conveyance of the lot to such purchaser. This working Capital Fund is not to be considered a regular assessment payment.
- ♦ Satellite Dishes: No satellite dish shall be placed upon any lot without the prior approval of the Board of Directors.
- ♦ Parking: No vehicle may be parked curbside for a period in excess of four (4) hours between the hours of 11:00 p.m. and 7:00 a.m. without the permission of the Association.
- ♦ Mailboxes/Sidewalks: The Association shall maintain all of the mailboxes and sidewalks within the community.
- ♦ Fines: The Association may levy a fine against any lot for violations of the Declaration, its Articles, the By-Laws and the Rules and Regulations of the Association.

Lastly, the Board of Directors would like to remind everyone to clean up after their pets. Owners as well as their guests, housekeepers, etc. with dogs must use a pooper scooper when walking the animal. Additionally, no dogs should be

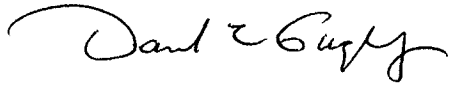


Coventry at Woodfield Country Club
January 12, 2001
Page two

allowed to roam the street unleashed. The Woodfield documents and City of Boca Raton ordinance prohibits these items. Kindly use due diligence when walking your animal, keeping it on a leash and picking up after it. If you see an individual not following the above, please let us know in writing.

If you have any questions concerning this information, please call me at (561) 278-5264.

Sincerely,
On Behalf of the Board of Directors

A handwritten signature in black ink, appearing to read "David E. Guzy". The signature is fluid and cursive, with a large initial "D" and a stylized "G".

David E. Guzy, Property Manager
Coventry at Woodfield Homeowners' Association, Inc.

DEG/jo

Enclosure

AMENDMENTS TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR COVENTRY AT WOODFIELD COUNTRY CLUB
AND TO THE BY-LAWS OF
COVENTRY AT WOODFIELD COUNTRY CLUB, INC.

(additions indicated by underlining, deletions by "----",
and unaffected language by ". . .")

TO THE DECLARATION

IV. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION.

. . .

Section 5. Developer Rights in the Association. For so long as the Developer owns one or more Lots in the Property, the Board shall have no authority to, and shall not, undertake any action without the consent of the Developer or its agent expressly authorized for such purpose, which shall:

. . .

- C. ~~Make any special or individual assessment against~~ or impose any fine upon the Developer's property or the Developer;

. . .

- E. ~~Terminate or cancel any contracts of the Association entered into by the Board before Turnover;~~ [This Paragraph left blank for future use.]

. . .

- H. ~~Accept the conveyance, lease, mortgage, alienation or pledge or any real or personal property to the Association;~~ [This Paragraph left blank for future use.]

. . .

V. FUNCTIONS OF THE ASSOCIATION.

Section 1. Services. The Functions to be performed by the Association shall be determined in the sole discretion of the Board, subject to the authority of the Master Association. Such services may include, but shall not be limited to, the following:

- A. . . .

In addition to the foregoing, the Association shall have the right to assume, or to designate an agent to assume,

the obligation to operate and/or maintain any property within the Property that is ~~now~~ not owned by the Association (other than any property owned by the Developer or under the operation or maintenance of the Master Association), if the Board, in its sole discretion, determines that the operation and/or maintenance of said property by the Association is in the best interests of the residents of the Property. In such event, the Association shall give notice of the same to the owner of said property and thereupon said property shall be operated and/or maintained solely by the Association to the extent deemed necessary by the Board, until such time as the Board determines that the assumption of such obligation by the Association is no longer necessary and gives notice to such effect to the owner of the affected property. Without limiting the foregoing, the Association, or an agent designated by the Association, shall have the right, subject to approval by the Master Association, to operate and/or maintain any portion of the Property, and any improvements thereon, on or near any road, canal, body of water or boundary of the Property. To the extent that the Association (or any agent thereof) assumes or carries out any operation and/or maintenance obligations under this paragraph, the Association (and such agent) shall have an easement and right to enter upon any portion of the Property (including a Lot) in connection with said operation and/or maintenance activities, and no such entry shall constitute a trespass. Such assumption of any obligation by the Association may, but shall not be required to be, evidenced by a written document recorded in the Public Records of Palm Beach County, Florida, and pursuant to said document the obligation assumed by the Association may be made a permanent obligation of the Association, and the Association may expend sums for attorneys' fees and other costs and expenses related thereto. If the Board determines to undertake maintenance upon any Lot within the Properties, all costs associated with such maintenance shall be the obligation of the owner of the Lot, and shall be deemed to be a special assessment hereunder against the Lot, collectible in the same fashion as any other assessment provided under Article VIII herein.

. . . .

- C. Publishing and enforcing such rules and regulations as to the use of and within the entire Property as the Board deems necessary or appropriate.

. . . .

VIII. COVENANTS FOR ASSESSMENTS.

. . . .

Section 7. Assessments for Reserves. Any assessment authorized by the Board for the purpose of creating or increasing a reserve for future expenses or capital expenditures of the Association shall be placed in a segregated account of the Association and held in trust by the Association solely for the purpose or purposes for which it was authorized. Provided, however, that upon the request of the Board, the reserve funds may be used for an alternative purpose upon the vote of a majority of the homeowners present, in person or by proxy, at a meeting of the Association at which a quorum is attained.

. . . .

Section 10. Date of Commencement of Annual Assessments; Due Date; Working Capital Fund. The assessments for which provision is made herein shall commence on the date or dates (in each case, the first day of a month) fixed by the Board for commencement. The due date of any assessment shall be fixed in the resolution authorizing such assessment, and any such assessment shall be payable in advance in monthly, quarterly, semi-annual or annual installments, as determined by the Board. The Board shall establish a working capital fund for the Association, which shall be in a amount equal to ~~two (2)~~ three (3) months of the annual assessment for each Lot and shall be collected from each Lot purchaser at the time of conveyance of the Lot to such purchaser, including a resale of a Lot. The working capital fund shall be maintained in a segregated account for the use and benefit of the Association. The purpose of this fund is to assure that the Association will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Board. Amounts paid into the fund are not to be considered as advance payment of regular assessments. The Board, in its sole discretion, may waive the requirement for collection of the ~~two (2)~~ three (3) month contribution to the working capital fund until the conveyance of the Lot to a purchaser of a completed dwelling on the Lot, on such terms as the Board may desire.

. . . .

Section 12. Effect of Nonpayment of Assessments. The lien of the Association shall relate back to and be effective from and after recording, in the Public Records of Palm Beach County, Florida. Additionally, when an owner is delinquent, prior to filing an action of foreclosure as set forth herein, the Association shall also cause to be recorded in the Public Records of Palm Beach County a claim of lien stating the description of the Lot or other property encumbered thereby, the name of the Owner, and the amount and the date when due. Such claim of lien shall be

signed and verified by an officer or agent of the Association. Any payments made by a delinquent Owner shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record.

If the assessment is not paid within thirty (30) days after the delinquency date, which shall be set by the Board, the assessment shall bear interest from the date due at a rate of interest determined by the Board, up to the highest rate of interest then allowed by Florida law, and the Association may, at any time thereafter, bring an action to foreclose the lien in the like manner as foreclosure of a mortgage on real property, and/or bring suit on the personal obligation against the owner. There shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, including reasonable attorneys' fees, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, any administrative late fee imposed by the Board, and reasonable attorneys' fees incurred by the Association in connection with such action, together with the costs of the action.

. . . .

Section 16. Fines. The Board shall be authorized to levy ~~finer~~ administrative late fees for non-payment of annual, special or individual assessments, or any interest on or costs of collection related thereto, in accordance with a schedule of such ~~finer~~ administrative late fees to be provided to the Owners, in an amount not to exceed the highest allowable under the law, as it may be amended from time to time, and which shall be secured by the lien of the Association elsewhere provided herein. The Association may also levy a fine against any Lot for violations of the Declaration, the Articles, the By-Laws and the rules and regulations of the Association in an amount not to exceed the highest allowed under the law, as it may be amended from time to time. Any fine so imposed shall be deemed to be a special assessment against the Lot so fined, collectible in the same fashion as any other assessment hereunder. The Board shall be entitled to collect from the offending party reasonable attorneys' fees and other fees and costs of any action or proceeding to enforce any provision of this Declaration, the Articles, the By-Laws or the rules and regulations of the Association.

. . . .

IX. RESTRICTIONS.

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Section 3. Antennae. No aerial, or antenna or satellite dish shall be placed or erected upon any Lot, or affixed in any manner to the exterior of any residence. No satellite dish shall be placed or erected upon any Lot without the prior approval of the Board of Directors. The Board shall promulgate regulations regarding the placement of satellite dishes within the Property.

Section 4. Boats and Motor Vehicles. No boats, motorcycles, commercial vehicles, recreational vehicles or other motor vehicles, except four-wheel non-commercial passenger automobiles, shall be placed, parked or stored upon any Lot, except within a building totally isolated from public view. For the purpose of this restriction, a "commercial vehicle" shall mean any vehicle containing outside lettering on any such vehicle designating a business of any kind or containing visible items of commercial activity, such as tools, supplies, or the like. The prohibition of parking shall not apply to the temporary parking of commercial vehicles for pick-up, delivery and other commercial services rendered to and on behalf of the residents of the Lot at which the vehicle is parked. Notwithstanding the foregoing, the Board may waive the restrictions of this Section 4 in any instance on such terms and conditions as it shall provide, but no such waiver shall estop the full enforcement of this Section 4 or a waiver on any other terms as the Board shall provide in any other instance.

. . . .

Section 7. Automobile Storage Areas. No automobile garage shall be permanently enclosed or converted to any use that cannot accommodate a standard four-wheel passenger automobile. No carports shall be permitted unless approved by the DRB. All garages must have doors that are to be maintained in a useful condition and that are operated by electric door openers. No vehicle may be parked curbside for a period in excess of four (4) hours between the hours of 11:00 p.m. and 7:00 a.m. without the permission of the Association.

. . . .

Section 17. Association Maintenance Requirements. The Association shall maintain all of the Common Property of the Community. Notwithstanding anything to the contrary contained herein, the Association shall also maintain all of the mailboxes and sidewalks within the Community regardless of whether such are located within a Lot.

. . . .

Section 18. In the event of partial or complete destruction of any residence or structure, regardless of cause, owner shall be obligated to remove all partially or completely damaged materials

from Lot within Ninety (90) days of event and within One Hundred Eighty (180) days commence repair or reconstruction. Reconstruction is to be completed within one (1) year of commencement of reconstruction.

. . .

X. GENERAL PROVISIONS.

Section 1. Duration. The Covenants and Restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Developer, the Association, the Master Association and/or the Owner of any Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years each. The number of ten (10) year renewal periods hereunder shall be unlimited, with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial fifty (50) year period, or ~~during the last year of any subsequent ten (10) year renewal period at anytime thereafter~~, the affirmative vote of two-thirds (2/3) of the members are cast at a duly held meeting of the Association in favor of terminating this Declaration at the end of its then current term and the Board of the Master Association consents to such termination. It shall be required that written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. . .

Section 2. Amendments. Except as provided in Sections 3 and 4 below, this Declaration may be amended at any time provided that the Board of the Master Association consents to such amendment and the affirmative vote of ~~two-thirds (2/3)~~ a majority of the members are cast at a duly held meeting of the Association in favor of the proposed amendment or upon the written consent of a majority of the members in lieu of holding a meeting; provided, however, that if the affirmative vote required for approval of action under the specific provisions to be amended is a higher or lower percentage, then such higher or lower percentage shall be required to approve amendment of that provision. Notice shall be required to be given at ~~least forty five (45) days~~ prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved as set forth above, the President and Secretary of the Association, or any other individual duly authorized by the Board, shall execute an amendment to this Declaration ~~which shall set forth the amendment, the effective date of the amendment, which in no event shall be less~~

~~than sixty (60) days after the date of recording the amendment, and the date of the meeting at which the amendment was adopted. Such amendment, together with a certificate of consent of the Board of the Master Association, shall be recorded in the Public Records of Palm Beach County, Florida. Notwithstanding the foregoing, as long as the Developer is the Owner of any Lot, or any property (including the Country Club or Sales and Administration Facilities, as defined in the Master Declaration) affected by this Declaration or any amendment hereto, or appoints a Director of the Master Association, no amendment under this Section 2 will be effective without the express written joinder and consent of the Developer.~~

. . . .

Section 5. Remedies for Violation. Violation or breach of any condition, covenant or restriction herein contained shall give the Developer, the Association, the Master Association and/or the Owner(s), in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner of the subject property, provided such proceeding results in a finding that such Owner was in violation of said covenants, conditions and restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by the prevailing party in seeking such enforcement. In the event that the Association is required to engage the services of an attorney to seek enforcement of the provisions of this Declaration, the Articles of Incorporation, the By-Laws and the Rules of the Association, and the Owner of the Lot complies with the requirements subsequent to attorney involvement, the Association shall be entitled to reimbursement of its costs and attorneys fees so incurred from the Owner of the Lot, regardless of whether litigation is necessary for the enforcement. The costs and attorneys fees so incurred shall be deemed to be a special assessment against the Lot and shall be collectible in the same fashion as any other assessment as provided in Article VIII hereunder. Failure by the Developer, the Association or any Owner to enforce any covenant, condition or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce the same thereafter.

. . . .

Section 6. Review of Books and Records. The members of the Association shall have the right to review the books and records of the Association as defined by Florida Statutes at any reasonable time and from time to time in the manner set forth in the By-Laws and relevant Florida law, as it may be amended from time to time.

. . . .

TO THE BY-LAWS

Article II

The Association; Membership Meetings, Quorum, Voting, Proxies

. . . .

Section 2.3 Annual Meetings. Annual meetings of the Association shall be held, after the Turnover Date (as hereinafter defined), during ~~the month of October or November on~~ a date and at a time set by the Board.

. . . .

Section 2.9 Proxies. Members may vote by ~~limited proxy, but not by general proxy, although both limited proxies and general proxies may be counted in establishing a quorum.~~ A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given, unless a longer duration is authorized by relevant law, as it may be amended from time to time. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be filed in writing, signed by the person authorized to cast the vote of the Lot and filed with the Secretary before the commencement of the applicable meeting, or before the time to which the meeting is adjourned. No proxies may be used in the election of directors.

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Article III

Board of Directors Number; Powers, Meetings

. . . .

Section 3.1.5 Nomination of Directors. Except with respect to directors appointed by the Class B Member, nominations for election to the Board shall be made by ~~a Nominating Committee those nominating themselves or another, if acceptance is provided by nominee in writing, to run for the Board in the manner set forth in Section 3.1.6 herein.~~ The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and three (3) or more Members of the Association, who shall not be members of the Board. The Nominating Committee shall be appointed by the Board not less than thirty (30) days prior to each annual meeting and shall serve until their successors are appointed. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of positions to be filled by vote of the

~~membership. Nominations shall also be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.~~

Section 3.1.6 Election and Term of Office; Turnover Date. After the Turnover Date, the Class A Members (which shall include the Developer) shall elect directors, each of whom shall serve on the Board for a term of ~~one (1)~~ two (2) years. In order to stagger the terms of the members of the Board and to maintain continuity on the Board, at the first election following the effective date of this amendment, a majority of those elected shall serve a term of two (2) years and the remaining individuals elected shall serve a term of one (1) year. Thereafter, each individual elected to the Board shall serve a term of two (2) years. The "Turnover Date" shall mean the date upon which the Developer shall relinquish control of the Board, which shall be the earlier to occur of (a) the Developer's voluntary conversion of its Class B membership in the Association to Class A membership; or (b) the conveyance to Owners by the Developer of every Lot in the Property. Within thirty (30) days after the Turnover Date, the Association shall give notice to all Owners in accordance with Section 2.5 hereof of a "Turnover Meeting", which Turnover Meeting shall be held not more than thirty (30) days after the giving of such notice. The purpose of the Turnover Meeting shall be the election of a new Board, as well as such other business as shall come before the meeting. If for any reason Class A Members are unwilling or unable to elect a majority of the Board at such a Turnover Meeting, the Class B Member may relinquish of the Board by recording an instrument in the Public Records declaring termination of Class B control and the Turnover Date will be deemed to have occurred upon such recording. There shall be no cumulative voting. Commencing with the first election following the effective date of this amendment, including, if applicable, the Turnover Meeting, elections of directors shall be conducted as follows. Notice stating the time and place and the objects for which the meeting is called shall be given by the President, Vice President or Secretary not less than sixty (60) days before a scheduled annual election. The Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each Owner entitled to vote, a first notice of the date of the election. Interested candidates must submit their names to the Board no later than 40 days prior to the election date. Any Owner or other eligible person may nominate himself, or may nominate another Owner or eligible person if he has permission from the nominated candidate, in writing, to nominate the other person. Not less than 30 days before the election, the Association shall mail or deliver a second notice of the election to all Owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8½ inches by 11 inches, which must be furnished by the candidate not less than 35 days before the

election, to be included with the mailing of the ballot unless waived in writing. Proof of all mailings for the annual election shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings. Voting for directors by Owners shall entail the placement of the completed ballot into an inner, blank envelope, which is sealed and inserted into an outer envelope. The outer envelope must contain the identification information of the Lot voting and be signed by the eligible voter. The outer envelope may be delivered to the Association either by mail or hand delivery. The ballot must be received by the Board prior to the date set in the notice for the annual election. If a number less than or equal to the number of seats available for election submit their names within the deadline period, those individuals shall be automatically elected and no actual election shall be required. Upon the opening of the first outer envelope at the annual election, no additional ballots may be cast. The directors elected by the Members shall hold office until their respective successors have been elected by the Association. Directors may serve no more than three (3) consecutive terms.

. . . .

Section 3.3 Powers and Duties.

Section 3.3.1 Powers. The Board shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not reserved exclusively to the membership generally by the Declaration, Articles, or these By-Laws.

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

. . . .

- (f) making and amending ~~ruses~~ rules and regulations;

. . . .

Section 3.3.3 Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

- (a) accrual or cash method accounting, as determined by the Board in conjunction with its accountant, as defined by generally accepted accounting principles, shall be employed;

. . . .

Section 3.4 Borrowing. The Board shall have the power to borrow money for the purpose of maintenance, repair or restoration of Association property and Common Area without the approval of the membership. The Board shall also have the power to borrow money for other purposes, provided the Board shall obtain membership approval in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities and the total amount of such borrowing exceeds or would exceed twenty-five percent (25%) of the budgeted gross expenses of the Association for the fiscal year in which such borrowing occurs. Notwithstanding anything to the contrary contained in the Declaration, these By-Laws or the Articles, after the Turnover Date, no mortgage lien shall be placed on any portion of the Common Area without the affirmative vote or written consent, or any combination thereof, of a majority of all voting interests.

. . . .

Section 3.6 Enforcement. . . .

(a) Notice. Prior to imposition of any sanction hereunder, the Board or its delegate shall serve the alleged violator with written notice stating (i) the nature of the alleged violation; (ii) the proposed sanction to be imposed; (iii) ~~a period of not less than ten (10) days within which the alleged violator may present a written request for a hearing to the Board or its designated Committee, and (iv) that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice~~ that a hearing before the Fining Committee shall take place on a date specified, which shall be not less than fourteen (14) days after the date of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed.

(b) Hearing. ~~If a hearing is requested in a timely manner, the hearing shall be held in executive session affording the member a reasonable opportunity to be heard. A hearing shall be held before a Committee appointed by the Board pursuant to relevant Florida law, as it may be amended from time to time.~~ Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. ~~The Board or its applicable Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the ten (10) day period. Such suspension shall not constitute a~~

waiver of the right to sanction future violations of the same or other provisions and rules by an Person. At the hearing the Committee shall hear any defense to the charges including any witnesses that the alleged violator, the Owner, or the Board may produce. Any party at the hearing may be represented by counsel. Subsequent to the hearing, the Committee shall determine whether there is sufficient evidence of a violation or violations as provided herein. If the Committee determines that there is sufficient evidence, it may approve the sanction for each violation. Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the Association's documents, including but not limited to legal action for damages or injunctive relief.

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Article VII
Miscellaneous

. . .

(Section 7.6 is deleted in its entirety and the Section number is retained for future use.)

. . .

State of Florida at Large

Far Audh No. H240000010860

(A Florida not-for-profit corporation)

NAME

PURPOSE

1

RECORDER'S MEMO: Legibility of document unsatisfactory when received.

Fax Audit No. 1194000010860

ARTICLE III

POWERS

The powers of the Association shall include and be governed by the following provisions:

Section 1. Common Law and Statutory Powers. The Association shall have all of the common law and statutory powers of a not-for-profit corporation which are not in conflict with the terms of these Articles and the Declaration.

Section 2. Necessary Powers. The Association shall have all of the powers reasonably necessary to implement its purpose, including, but not limited to, the following:

- A. To operate and manage the Association Property and the Common Area in accordance with the purpose and intent contained in the Declaration;
- B. To make and collect assessments against members to defray the common expenses of the Association;
- C. To use the proceeds of Assessments in the exercise of its powers and duties;
- D. To maintain, repair, replace and operate the Common Area;
- E. To reconstruct improvements upon the Property after casualty and to further improve the Property;
- F. To make and amend By-Laws for the Association and rules and regulations respecting the use of the Property;
- G. To pay all taxes and other assessments which are liens against the Common Area;
- H. To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws and the rules and regulations for the use of the Property;
- I. To provide for management and maintenance and to authorize a management entity to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules and maintenance of the Common Area. For purposes of landscaping, maintenance and repair of the Common Area, the Association may employ the same management entity as is employed by the

Fax Audit No. 1194000010860

RECORDER'S MEMO: Legibility of document unsatisfactory when received.

Fax Audit No. H94000010860

Master Association. The Association shall, however, retain at all times the powers and duties granted it by common law, Florida Statutes and local ordinances including, but not limited to, the making of assessments, the promulgation of rules, and the execution of contracts on behalf of the Association;

J. To possess, enjoy and exercise all powers necessary to implement, enforce, and carry into effect the powers above described, including the power to acquire, hold, convey, and deal in real and personal property.

Section 3. Funds and Title to Properties. All funds and title to all properties acquired by the Association and the proceeds thereof shall be held only for the benefit of the members in accordance with the provisions of the Declaration. No part of the income, if any, of the Association shall be distributed to the members, directors, or officers of the Association.

Section 4. Limitations. The powers of the Association shall be subject to and be exercised in accordance with the provisions of the Declaration.

ARTICLE IV

MEMBERSHIP AND VOTING

Qualification for, and admission to, membership in the Association, and the voting rights of each class of membership in the Association, shall be as provided in and regulated by the Declaration and the By-Laws of the Association.

ARTICLE V

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than nine (9) directors. For so long as Developer owns any Lot in the Property, Developer shall have the right to appoint all members of the Board of Directors and to approve the appointment of all officers of the Association, and no action of the membership of the Association shall be effective unless, and until, approved by the Developer. Further, until turnover of control by Developer, as aforesaid, no director or officer need be a member of the Association. The number of directors constituting the Initial Board is three (3) and they shall serve until such time as Developer relinquishes control of the Association or until replaced by Developer. Within thirty (30) days after turnover of control by Developer, the Association shall give notice to all Owners of a "Turnover Meeting", which Turnover Meeting shall be held not more than thirty (30) days after the giving of such notice. The purpose of the

Fax Audit No. H94000010860

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RECORDER'S MEMO: Legibility of document
unsatisfactory when received.

Est Audit No. 1194000010860

<u>Name</u>	<u>Address</u>
Robert Jullien	3600 Club Place Boca Raton, FL 33496
John C. Caspo	3600 Club Place Boca Raton, FL 33496
Stephen L. Haskins	3600 Club Place Boca Raton, FL 33496

OFFICERS

OFFICERS

<u>Name</u>	<u>Title</u>
Robert Jullen	President
John C. Caspo	Vice President/Secretary
Stephen L. Haskins	Vice President/Treasurer

4

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GUNSTER YODLEY

95191

15/01/11

ARTICLE VII

**INDEMNIFICATION OF OFFICERS, DIRECTORS
 AND COMMITTEE MEMBERS**

The Association hereby indemnifies any director, officer or Association committee member made a party to or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

- A. whether civil, criminal, administrative or investigative (other than one by or in the right of the Association to procure a judgment in its favor as set forth in Paragraph B below), brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity as director, officer or committee member, or in his capacity as director, officer, employee or agent of any corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such director, officer, or committee member did not act in good faith and in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful; and
- B. by or in the right of the Association to procure a judgment in its favor by reason of his being or having been a director, officer or committee member for the Association, or by reason of his being or having been a director, officer, employee or agent of any corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein, if such person acted in good faith and in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters as to which such person has been adjudged to have been guilty of gross negligence or intentional misconduct in the performance of his duty to the Association, unless and only to the extent that the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all

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circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

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

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

ARTICLE VIII

INCORPORATOR

The name and address of the Incorporator of the Association is:

Name	Address
HUGH W. PERRY, ESQ.	Gunster, Yoakley & Stewart, P.A. 777 S. Flagler Dr., Ste. 500 E. West Palm Beach, FL 33402-4587

ARTICLE IX

BY-LAWS

The By-Laws of the Association may be adopted, amended, altered or rescinded as provided therein; provided, however, that at no time shall the By-Laws conflict with these Articles of Incorporation or the Declaration, and provided further that no amendment, alteration or rescission of the By-Laws shall be made without the Association's prior written approval. Until such time as Developer relinquishes control of the Association, no amendments to the By-Laws shall be effective unless Developer shall have joined in and consented thereto in writing. Any attempt to amend, alter or rescind contrary to these prohibitions shall be of no force or effect.

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ARTICLE X

AMENDMENTS

These Articles of Incorporation of the Association may be amended, altered or rescinded as provided in the Florida Not For Profit Corporation Act; provided, however, that no such amendments shall conflict with the terms of the Declaration or adversely affect the rights of Developer, without Developer's prior written approval; and provided further that no amendment, alteration or rescission may be made which impairs the security of any mortgagee of record as to any Lot or other portion of the Property, without the express, prior written consent of the mortgagee so affected, and provided further that no amendment, alteration or rescission of these Articles shall be made without the Association's prior written approval. Any attempt to amend contrary to these prohibitions shall be of no force or effect.

ARTICLE XI

TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

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

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

ARTICLE XII

DISSOLUTION OR MERGER OF THE ASSOCIATION

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

- A. Real property contributed to the Association without the receipt of other than nominal consideration by Developer (or its predecessor in interest) shall be

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returned to Developer unless it refuses to accept the conveyance in whole or in part.

- B. Common Area designated as streets shall be dedicated to the appropriate local government agency.
- C. Any surface water management systems owned by the Association at dissolution shall be conveyed to an appropriate agency of local government and, if not accepted, said surface water management system shall be dedicated to a similar not-for-profit corporation to provide for the continued operation and maintenance of the surface water management system.
- D. Remaining assets shall be distributed among the members as tenants in common, each member's share of the assets to be determined in accordance with its voting rights.

The Association may be dissolved upon a resolution to that effect being recommended by not less than three-fourths (3/4) of the Board of Directors, and, if a decree be necessary at the time of dissolution, after receipt of an appropriate decree as set forth in Section 617.1433, Florida Statutes (1993) or statute of similar import, and approved by three-fourths (3/4) of the voting rights of each and every class of membership as voted by the members.

The Association may be merged into another not-for-profit corporation upon a resolution to that effect being recommended by three-fourths (3/4) of the members of the Board of Directors, and approved by three-fourths (3/4) of the voting rights of each and every class of membership as voted by the members; provided, however, that no merger shall be effective without the consent of Developer as long as it has the right to appoint any director to the Board of the Association, which consent may be withheld for any reason whatsoever.

ARTICLE XIII

REGISTERED AGENT AND REGISTERED OFFICE

The name of the initial registered agent shall be John C. Csapo and the street address of the registered office of the Association shall be 3600 Club Place, Boca Raton, Florida 33496. The Association shall have the right to designate subsequent registered agents without amending these Articles of Incorporation.

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ARTICLE XIV

ADDRESS

The principal place of business or mailing address of the Association shall be:

3600 Club Place
Boca Raton, FL 33496

IN WITNESS WHEREOF, the incorporator has executed these Articles of Incorporation at Palm Beach County, Florida, this 9th day of November, 1994.

Signed, sealed and delivered
in the presence of:

[Signature]
Name: Carleen Butler

[Signature]
Name: LINDA E. LAIT

[Signature] (SEAL)
HUGH W. PERRY ESQ.

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss.

The foregoing instrument was acknowledged before me this 9 day of November, 1994, by Hugh W. Perry, Esquire, who is personally known to me and who did not take an oath.

[Signature]
Print Name: Linda E. Lait
NOTARY PUBLIC - STATE OF FLORIDA
Commission Number: _____
My commission expires: _____

(Notarial Seal)

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NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JULY 1, 1996
BONDED THRU GENERAL INS. UND.

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JAN-31-19 4:34pm 95-030409
ORB 8602 Pg 39

OF

A Not-for-Profit Corporation Under
the Laws of the State of Florida

Section 1.1 Name. The name of the Association shall be Coventry at Woodfield Country Club, Inc. (hereinafter sometimes referred to as the "Association").

Section 1.3 Seal. The seal of the Association shall bear the name of the Association, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation, an impression of which is as follows:

Section 1.4 Definitions. The words used in these By-Laws shall have the same meaning as set forth in the Association's Articles of Incorporation (the "Articles"), and in that Declaration of Covenants and Restrictions for Coventry at Woodfield Country Club (said Declaration, as amended from time to time, is hereinafter sometimes referred to as the "Declaration"), unless the context shall prohibit.

Section 2.1 Membership. The Association shall have two (2) classes of members (collectively, "Members"): Class A and Class B membership, as more fully set forth in the Articles and these

By-Laws. The terms of the Articles pertaining to membership classes are specifically incorporated herein by reference.

Section 2.2 Place of Meetings. Meetings of the Association shall be held in Palm Beach County or at such suitable place convenient to the Members as may be designated by the Board, either within the Property or as convenient thereto as possible and practical.

Section 2.3 Annual Meetings. Annual meetings of the Association shall be held, after the Turnover Date (as hereinafter defined), during the month of October or November on a date and at a time set by the Board.

Section 2.4 Special Meetings. The President may call special meetings in his or her discretion, but shall be required to do so: (i) if so directed by resolution of a majority of a quorum of the Board; or (ii) after the Turnover Date, upon receipt of a petition signed by Members representing at least twenty percent (20%) of the total votes of the Association. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose(s) thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 2.5 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, to each Member entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at the address as it appears on the records of the Association, with postage thereon prepaid.

Section 2.6 Waiver of Notice. Waiver of notice of a meeting shall be deemed the equivalent of proper notice. Members may, in writing, waive notice of any meeting either before or after such meeting. Attendance at a meeting by a Member shall be deemed a waiver by such Member of notice of the time, date and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed a waiver of notice of all business transacted unless objection to the calling or convening of the meeting for which proper notice was not given is raised before the business is put to a vote.

Section 2.7 Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the voting interests who are represented at such

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

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, if any such action taken is approved by at least a majority of voting interests required to constitute a quorum.

Section 2.8 Voting. Matters on which Members are entitled to vote shall be determined by a majority of votes cast. The voting rights of the Members shall be as follows:

Section 2.8.1 Class A. Class A Members are all Owners with the exception of the Class B Member. Each Class A Member shall be entitled to one equal vote for each Lot owned by such Member, as to matters on which the Members are entitled to vote. When more than one person or entity holds the title to a Lot, such persons or entities shall together constitute one Member and the vote attributable to such Lot shall be exercised as they, among themselves, determine, with notice of such determination in writing to the Association Secretary; provided, however, that in no event shall more than one (1) vote be cast with respect to each Lot. As for any Class A Member that is an entity other than a natural person, the entity shall likewise file with the Secretary a written notice designating the name of an individual who shall be authorized to represent the Member's vote for that Lot. Any Member who leases a Lot may assign to the lessee thereof in writing the voting rights pertinent to that Lot. If a copy of such assignment as furnished to the Secretary of the Association at or prior to any meeting, that assignee shall be deemed to have any vote which that Member has for that Lot.

Section 2.8.2 Class B. The Class B Member shall be the Developer. The Class B member shall have the number of votes equal at all times to one vote plus three (3) times the number of Class A votes. Notwithstanding anything contained in the Declaration, the Articles or these By-Laws to the contrary, the Class B Member shall have the right to retain control of the Association until the Turnover Date. At all times prior to the Turnover Date, the Class B Member shall have the right to appoint the entire Board of Directors until the sale of the last Lot in the Property, to approve all officers of the Association, and to appoint the members of all committees. In addition to all other rights reserved to the

Developer under the Declaration, the Articles or these By-Laws, after the Turnover Date and for as long as the Developer holds title to any Lot(s), no action of the Members, the Board or any Association committee that has the intent or effect of any result described in Article IV Section 5 of the Declaration shall be effective without the Developer's written consent. The Class B Member may elect in its sole discretion to assign any of its control of the Association prior to the Turnover Date. After the Turnover Date, Class B Membership shall terminate and the Developer shall be a Class A Member based on Lots owned by the Developer.

Section 2.9 Proxies. Members may vote by limited proxy, but not by general proxy, although both limited proxies and general proxies may be counted in establishing a quorum. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be filed in writing, signed by the person authorized to cast the vote for the Lot and filed with the Secretary before the commencement of the applicable meeting, or before the time to which the meeting is adjourned. No proxies may be used in the election of directors.

Section 2.10 Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person of Members or their proxy-holders representing one-third (1/3) of the total votes of the Association shall constitute a quorum at all meetings of the Association.

Section 2.11 Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Article III

Board of Directors Number; Powers, Meetings

Section 3.1 Composition and Selection.

Section 3.1.1 Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors (the "Board") on which each director shall have one (1) vote. Except with respect to directors appointed by the Developer, the directors shall be Members or designated representatives of a Member that is not a natural person. If title to a Lot is held by more than one person, the individual designated in writing to the Secretary of the Association as the representative of such multiple Owners, or of an

Owner that is not a natural person, shall be eligible to serve as a director.

Section 3.1.2 Directors Prior to Turnover Date. Until the Turnover Date, all of the directors shall be selected by the Class B Member acting in its sole discretion and any director selected by the Class B Member shall serve at the pleasure of the Class B Member.

Section 3.1.3 The Developer's Right to Disapprove. At all times prior to the sale of the Developer's last Lot, the Developer shall have the absolute right in its sole discretion to disapprove and nullify any action, policy or program of the Board and its committees (each is a "Committee") that will have any result described in Article IV, Section 5 of the Declaration. This right of disapproval shall be exercisable only on behalf of the Developer, and its successors and assigns who specifically take assignment of such right in a recorded instrument. This Subsection 3.1.3 may not be amended prior to the sale of the last Lot owned by the Developer without the express written consent of the Developer.

Section 3.1.4 Number of Directors. From and after the Turnover Date, the number of directors in the Association shall be not less than three (3) nor more than nine (9). The initial Board shall consist of three (3) members as identified in the Articles of Incorporation.

Section 3.1.5 Nomination of Directors. Except with respect to directors appointed by the Class B Member, nominations for election to the Board shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and three (3) or more Members of the Association, who shall not be members of the Board. The Nominating Committee shall be appointed by the Board not less than thirty (30) days prior to each annual meeting and shall serve until their successors are appointed. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of positions to be filled by vote of the membership. Nominations shall also be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

Section 3.1.6 Election and Term of Office; Turnover Date. After the Turnover Date, the Class A Members (which shall include the Developer) shall elect directors, each of whom shall serve on the Board for a term of one (1) year. The "Turnover Date" shall mean the date upon which the Developer shall relinquish control of the Board, which shall be the earlier to occur of (a) the Developer's voluntary conversion of its Class B membership in the Association to Class A membership; or (b) the conveyance to Owners by the Developer of every Lot in the Property. Within thirty (30)

days after the Turnover Date, the Association shall give notice to all Owners in accordance with Section 2.5 hereof of a "Turnover Meeting", which Turnover Meeting shall be held not more than thirty (30) days after the giving of such notice. The purpose of the Turnover Meeting shall be the election of a new Board, as well as such other business as shall come before the meeting. If for any reason Class A Members are unwilling or unable to elect a majority of the Board at such a Turnover Meeting, the Class B Member may relinquish control of the Board by recording an instrument in the Public Records declaring termination of Class B control and the Turnover Date will be deemed to have occurred upon such recording. There shall be no cumulative voting. The directors elected by the Members shall hold office until their respective successors have been elected by the Association. Directors may serve no more than three (3) consecutive terms.

Section 3.1.7 Removal of Directors and Vacancies. Any director elected by the Class A Members may be removed, with or without cause, by the vote of Class A Members holding a majority of the votes entitled to be cast for the election of such director. Any director appointed by the Class B Member can only be removed by the Class B Member. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall then and there be elected to fill the vacancy for the remainder of the term of such director.

Any director elected by the membership who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of any assessment or other charge due the Association for more than thirty (30) days may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term of such director. In the event of the death, disability, or resignation of a director, the Board may appoint a successor, who shall serve for the remainder of the term of the director who vacated the position.

Section 3.2 Meetings.

Section 3.2.1 Organizational Meetings. The first meeting of the Board following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

Section 3.2.2 Regular Meetings. Regular meetings of the Board 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 (4) days prior to the meeting; provided, 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. Action by written unanimous consent of the Board in lieu of a

meeting, as provided by applicable law, is expressly permitted by these By-Laws.

Section 3.2.3 Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President of the Association or by any three (3) 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) personal delivery; (b) written notice by first class mail, postage prepaid; or (c) telefax. 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 (4) days before the time set for the meeting. Notices given by personal delivery or telefax shall be delivered at least seventy-two (72) hours before the time set for the meeting.

Section 3.2.4 Waiver of Notice. The transactions of any meeting of the Board, 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.

Section 3.2.5 Quorum of Board of Directors. At all meetings of the Board, a majority of the directors present in person shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present in person at a meeting at which a quorum is present shall constitute the decision of the Board. 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 such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 3.2.6 Compensation. No director shall receive any compensation from the Association for acting as such; provided, however, that any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors.

Section 3.2.7 Conduct of Meeting. The President shall preside over all meetings of the Board, and the Secretary shall keep a minute book of meetings of the Board, recording therein all resolutions adopted by the Board and all transactions and proceedings occurring at such meetings.

Section 3.2.8 Meetings Open to Members. After the Turnover Date, all meetings of the Board shall be open to Members and notices of meetings shall be posted in a conspicuous place on the Property at least forty-eight (48) hours in advance, except in an emergency. Notice of any meeting at which assessments against Lot(s) are to be established shall specifically contain a statement that assessments are to be considered and a statement of the nature of such assessments.

Section 3.3 Powers and Duties.

Section 3.3.1 Powers. The Board shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not reserved exclusively to the membership generally by the Declaration, Articles, or these By-Laws.

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

(a) preparing and adopting annual budgets at least thirty (30) days prior to the end of the Association's fiscal year setting forth the common expenses;

(b) making assessments to pay the common expenses, establishing the means and methods of collecting such assessments, and establishing a period for installment payments of assessments;

(c) collecting the assessments and depositing the proceeds thereof in a federally insured depository which it shall approve;

(d) providing for the operation, care, upkeep and maintenance of all of the Common Area;

(e) designating, hiring, and dismissing any manager or any other personnel necessary for the operation of the Association, and the maintenance, operation, repair and replacement of the Association property 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;

- (f) making and amending rules and regulations;
- (g) opening of bank accounts on behalf of the Association and designating the signatories required;
- (h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Association property and Common Areas in accordance with the other provisions of the Declaration and these By-Laws after damage or destruction by fire or other casualty;
- (i) enforcing by legal means the provisions of the Articles, the Declaration, these By-Laws, and any rules and regulations, and bringing and defending any proceedings which may be instituted on behalf of or against the Association;
- (j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;
- (k) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific owners;
- (l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;
- (m) making available, at a reasonable copy charge, to any prospective purchaser of a Lot, any Owner of a Lot, any first mortgagee, and the holders, insurers, and guarantors of a first mortgage on any Lot, current copies of the Declaration, the Articles, these By-Laws, rules and regulations, and all other books, records, and financial statements of the Association; and
- (n) granting licenses to utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Property.

Section 3.3.2 Manager. The Board may employ for the Association a professional management agent or agents (the "Manager"), at a compensation established by the Board to perform such duties and services as the Board shall authorize. The Board may delegate to the Manager, subject to the Board's supervision, all of the powers granted to the Board by these By-Laws, other than the powers set forth in sub paragraphs (a), (b), (f), (g), (i) and (n) of Subsection 3.3.1. The Developer, or an affiliate of the Developer, may be employed as Manager. No management agreement between the Association and the Developer or its affiliates or its subsidiaries shall be held invalid solely for the reason that at the

time of entering into the agreement, the employees, officers or agents of the Developer or its affiliates, or its subsidiaries were the officers, directors or employees of the Association. In the alternative, the Developer may, in its sole and absolute discretion, select a person wholly unrelated to the Developer to act as the Manager and such individual or entity shall exercise all rights set forth herein.

Section 3.3.3 Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

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

(b) accounting and controls should conform to generally accepted accounting principles;

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) no material benefit shall be accepted by the Manager from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finders fees, service fees, prizes, gifts, or otherwise, and anything of value so received shall be the property of the Association, except as otherwise approved by the Board, provided nothing herein shall prohibit the Manager from earning commissions for services performed by the Manager in leasing Lots on behalf of the Owners of such Lots, but all such actions shall be in compliance with applicable laws, ordinances and regulations;

(e) any financial or other interest which the Manager may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board; and

(f) financial reports shall be prepared for the Association at least annually containing:

(i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;

(ii) a statement reflecting all cash receipts and disbursements for the preceding period if necessary;

(iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iv) a balance sheet as of the last day of the preceding period; and

(v) a delinquency report listing all Owners who are delinquent in paying the quarterly or other periodic installments of assessments and describing the status of any action to collect such installments which remain delinquent. A regular installment of an assessment shall be considered to be delinquent if payment is not received on the date it is due.

The annual financial report shall be made available for inspection by Members within one hundred twenty (120) days after the close of the fiscal year. Such annual report shall be prepared on an audited or reviewed basis, as determined by the Board, by an independent certified public accountant.

Section 3.4 Borrowing. The Board shall have the power to borrow money for the purpose of maintenance, repair or restoration of Association property and Common Area without the approval of the membership. The Board shall also have the power to borrow money for other purposes, provided the Board shall obtain membership approval in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities and the total amount of such borrowing exceeds or would exceed five percent (5%) of the budgeted gross expenses of the Association for the fiscal year in which such borrowing occurs. Notwithstanding anything to the contrary contained in the Declaration, these By-Laws or the Articles, after the Turnover Date, no mortgage lien shall be placed on any portion of the Common Area without the affirmative vote or written consent, or any combination thereof, of a majority of all voting interests.

Section 3.5 Rights of the Association. In accordance with the Articles and the Declaration, the Association shall have the right to contract with any person for the performance of various duties and functions with respect to the Common Area. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, and other owners or residents associations, both within and without the Property. Such agreements shall require the consent of at least a majority of the directors.

Section 3.6 Enforcement. The Board shall have the power to impose reasonable fines, and to suspend a Member's right to vote or to use the Common Areas for violation of any duty imposed under the Declaration, these By-Laws, or any rules and regulations. Any such fine shall constitute a lien upon the Lot(s) of the violating Owner. In the event that any occupant of a Lot other than an Owner violates the Declaration, By-Laws, or rules and regulations and a fine is imposed, if the fine is not paid within the time period set by the Board, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, By-Laws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

(a) Notice. Prior to imposition of any sanction hereunder, the Board or its delegate shall serve the alleged violator with written notice stating (i) the nature of the alleged violation; (ii) the proposed sanction to be imposed; (iii) a period of not less than ten (10) days within which the alleged violator may present a written request for a hearing to the Board or its designated Committee; and (iv) that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed.

(b) Hearing. If a hearing is requested in a timely manner, the hearing shall be held in executive session affording the Member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board or its applicable Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the ten (10) day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

(c) Appeal. Following a hearing before any Committee, the violator shall have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the Manager, President, or Secretary of the Association within thirty (30) days after the hearing date.

(d) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board, may elect to enforce any provision of the Declaration, these By-Laws, or the rules and regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking and traffic rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above or by an action of eviction against any occupant of a Lot other than the Owner. In any such action, to the maximum extent permissible, the Owner and occupant responsible for the violation of which abatement is sought shall pay all costs, including attorneys'

fees, paralegal and law clerk fees and costs actually incurred.

Article IV Officers

Section 4.1 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 Vice Presidents, Assistant Secretaries, or 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. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

Section 4.2 Election, Term of Office, and Vacancies. After the Turnover Date, the officers of the Association shall be elected annually by the Board at the first meeting of the Board following each annual meeting of the Members, as herein set forth. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board for the unexpired portion of the term.

Section 4.3 Removal. Any officer may be removed by the Board whenever in its judgment the best interests of the Association will be served thereby.

Section 4.4 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. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 4.5 Resignation. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4.6 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 (2) officers or by such other person or persons as may be designated by resolution of the Board.

Article V
Committees

Section 5.1 General. Committees are hereby authorized to perform such tasks and to serve for such periods as may be 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 appointing the Committee or with rules adopted by the Board.

Section 5.2 Covenants Committee. In addition to any other Committees which may be established by the Board pursuant to Section 5.1, the Board may appoint a Committee (the "Covenants Committee") consisting of at least five (5) and no more than seven (7) members, which shall in accordance with the provisions of the Declaration, these By-Laws, and resolutions the Board may adopt, be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Article III of these By-Laws.

Article VI
**Transactions in Which the Developer,
Directors, or Officers are Interested**

No contract or transaction between the Association and the Developer, or between the Association and one or more of its Members, directors or officers, or between the Association and any other entity in which the Developer or any of the officers, directors or Members of the Association has any interest, shall be invalid, void or voidable solely for this reason, or solely because such interested person is present at or participates in meetings of the Board or any Committee thereof which authorized the contract or transaction, or solely because the votes of such interested person(s) are counted for such purpose. Neither the Developer nor any director, officer or Member of the Association shall incur liability by reason of the fact that the Developer, director, officer or Member may be interested in any such contract or transaction.

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

Article VII
Miscellaneous

Section 7.1 Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise set by resolution of the Board.

Section 7.2 Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with applicable law, the Articles, the Declaration, or these By-Laws.

Section 7.3 Conflicts. If there are conflicts between the mandatory provisions of applicable law, the Articles, the Declaration, and these By-Laws, the provisions of applicable law, the Declaration, the Articles, and the By-Laws (in that order) shall prevail.

Section 7.4 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, Member of the Association, or by his or her duly appointed representative, after reasonable notice, at any reasonable time and for a purpose reasonably related to his or her interest as a Member, at the office of the Association or at such other place as the Board shall prescribe.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

(i) notice to be given to the custodian of the records;

(ii) hours and days of the week when such an inspection may be made; and

(iii) payment of the cost of reproducing copies of documents requested.

(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 7.5 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 or if sent by United States Mail, first class postage prepaid:

(a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of such Member; or

(b) if to the Association, the Board of Directors, or the Manager, at the principal office of the Association or the Manager, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

Section 7.6 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of Members with seventy-five percent (75%) of the total votes. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of the Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Assessments, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended without the Developer's consent. In the event any claim is made against the Developer or any litigation is instituted against the Developer, the Association shall specially assess all Members other than the Developer, for the costs of such claims or litigation, including without limitation attorneys' fees incurred, and funds from regular assessments shall not be used for any such claim or litigation. The prevailing party shall be entitled to recover as part of the award reasonable attorneys' fees and related costs, fees or expenses of such claim or litigation. In the event the Developer is the prevailing party, the Association shall specially assess all Owners other than the Developer for the Developer's costs for any such claim or litigation, and funds from regular assessments shall not be used for this purpose.

Section 7.7 Amendment. Prior to the Turnover Date, the Developer may unilaterally amend these By-Laws. Thereafter and otherwise, these By-Laws may be amended only by the affirmative vote of directors representing two-thirds (2/3) of the total votes of the Board. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

No amendment may remove, revoke, or modify any right or privilege of the Developer without the written consent of the Developer or the assignee of such right or privilege. No amendment may impair the validity or priority of the lien of any Mortgage held by a Mortgagee or impair the rights granted to that Mortgagee herein, without the prior written consent of such Mortgagee.

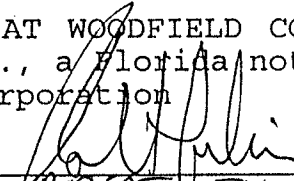
Section 7.8 Statutory Requirements. These By-laws and the powers and duties of the Association, the Board and the Members

shall be subject to the mandatory provisions of Florida Statutes Section 617.301-306 (1991), as amended, and such other laws hereafter enacted to govern or regulate homeowners associations, provided, however that these By-Laws shall prevail when any such law or statute permits the by-laws of an association to supersede the statutory provision.

Section 7.9 Master Association. The functions and powers of the Association as established by the Declaration, the Articles or these By-Laws shall be limited, and may be preempted, by the granting, reservation or establishment of the same or similar functions and powers for the Master Association pursuant to its by-laws, articles of incorporation and/or the Master Declaration, and where a direct conflict in the performance of any given function or the exercise of any given power arises between the Association and the Master Association, it shall be resolved in favor of the Master Association's powers and rights.

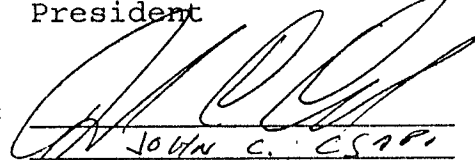
The foregoing were adopted as the By-Laws of COVENTRY AT WOODFIELD COUNTRY CLUB, INC., a not-for-profit corporation under the laws of the State of Florida, at the first meeting of the Board of Directors on the 27th day of January, 1995.

COVENTRY AT WOODFIELD COUNTRY CLUB, INC., a Florida not-for-profit corporation

By: 

Name: ROBERT JUVEN

Title: President

Attest: 

Name: JOHN C. ESAPI

Title: Secretary

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STATE OF FLORIDA)
COUNTY OF PALM BEACH)

ORB 8602 Pg 56
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

The foregoing instrument was acknowledged before me this 27th
day of January, 1995, by Robert Julien, as President and John C.
Csapo, as Secretary of COVENTRY AT WOODFIELD COUNTRY CLUB, INC., a
Florida not-for-profit corporation, who are personally known to me
and who did not take an oath.

NOTARY PUBLIC:
sign _____
print _____

State of Florida at Large

(Seal)
My Commission Expires:

