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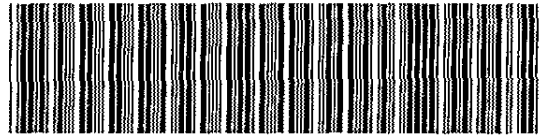
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*Effective Date*  
*12-31-03*  
*merger*  
*T. Lewis 12/18/03*  
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03 DEC 12 PM 3:50  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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December 11, 2003

**Personal and Confidential**

**Via Federal Express**

Thelma Lewis  
Department of State  
409 East Gaines Street  
Tallahassee, Florida 32301

Dear Ms. Lewis:

Re: Merger of Willoughby Golf Club, Inc., into  
Willoughby Community Association, Inc.  
With its Name Changed to Willoughby Golf Club, Inc.

Enclosed please find the original and one copy of Articles of Merger of Willoughby Golf Club, Inc., into Willoughby Community Association, Inc., the surviving corporation. Please file the original and return the copy to me certified. A check (\$122.50) to cover the \$35.00 filing fee for Willoughby Golf Club, Inc., the \$35.00 filing fee for Willoughby Community Association, Inc., and \$8.75 for a certified copy is also enclosed. Please file the original and return the certified copy to me.

Also enclosed are the original and one copy of an Amendment to the Articles of Incorporation of Willoughby Community Association, Inc., the foregoing surviving corporation changing its name to Willoughby Golf Club, Inc., as well as a check (\$122.50) to cover the \$35.00 filing fee and the \$8.75 fee for the certified copy. Please file the original amendment and return the copy to me certified.

You will note that the effective date is December 31, 2003, at 11:59 p.m. **Please return the certified copies to me in the enclosed preaddressed Federal Express envelope.**

If you have any problems with this filing, please telephone me collect.

Sincerely yours,

JONES, FOSTER, JOHNSTON & STUBBS, P.A.

By

  
John B. McCracken

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Enclosures

**ARTICLES OF MERGER**  
of  
**WILLOUGHBY GOLF CLUB, INC.**  
A Florida Not for Profit Corporation  
into  
**WILLOUGHBY COMMUNITY ASSOCIATION, INC.**  
A Florida Not for Profit Corporation, the Survivor  
with its name changed to:  
**WILLOUGHBY GOLF CLUB, INC.**  
A Florida Not for Profit Homeowners' Association

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

WILLOUGHBY GOLF CLUB, INC. ("WGC") and WILLOUGHBY COMMUNITY ASSOCIATION, INC. ("WCA"), after approval by their Members, execute and file these Articles of Merger pursuant to F.S. 617.1105 as follows:

1. WGC shall merge into WCA, which shall be the survivor and shall assume and be liable for all of WGC's assets and liabilities. Most Equity Members of WGC are Members of WCA and, upon the effective date of the merger, shall exchange their Equity Certificates in WGC for Equity Golf Certificates, Equity Associate Certificates or Equity Social Certificates of Willoughby Golf Club, Inc., f/k/a WCA ("WGCI"). Holders of Equity Golf Certificates and Equity Associate Certificates shall have the right, pursuant to the terms and conditions of the By-Laws and Rules and Regulations of WGCI, to use and enjoy the Golf Facilities, which, after the filing and the recording of these Articles of Merger, shall, together with the other properties of WGC, be titled in the name of WGCI for the benefit of its Members.

2. WGC Members approved these Articles of Merger and the attached Plan of Merger by a vote of 477 to 160 at a Special Meeting of Members held November 20, 2003.

WCA Members approved these Articles of Merger and the attached Plan of Merger by a vote of 271 to 97 by written ballots submitted by November 20, 2003.

The number of votes cast by the Members of both WGC and WCA was sufficient for approval of the attached Plan of Merger and these Articles of Merger.

3. The merger shall be effective at 11:59 p.m., December 31, 2003.

4. The name of the survivor shall be Willoughby Golf Club, Inc., a Florida Not for Profit Homeowners' Association.

WILLOUGHBY GOLF CLUB, INC.  
("WGC")

By Richard J. Ford  
Richard J. Ford, President

Dated: 11/20/2003

WILLOUGHBY COMMUNITY  
ASSOCIATION, INC. ("WCA")

By Richard J. Sutch  
Richard J. Sutch, President

Dated: 11/20/2003

**F.S. 617.1101**  
**Plan of Merger of**  
**WILLOUGHBY GOLF CLUB, INC.**  
**into**  
**WILLOUGHBY COMMUNITY ASSOCIATION, INC.**  
**With the Survivor Renamed**  
**WILLOUGHBY GOLF CLUB, INC.**  
**A Florida Not for Profit Homeowners' Association**

1. Willoughby Golf Club, Inc., a Florida Corporation Not for Profit ("WGC"), shall merge into Willoughby Community Association, Inc., a Florida Corporation Not for Profit ("WCA"), and WCA, as the survivor, shall be renamed Willoughby Golf Club, Inc., a Florida Not for Profit Homeowners' Association ("WGCI").

2. WGCI shall assume and be liable for all of WGC's assets and liabilities. Most of the Equity Members of WGC are Members of WCA and, upon the effective date of the merger, the Equity Certificates of WGC shall be transferred from the records of WGC to the records of WGCI for Equity Golf Certificates, Equity Associate Certificates, or Equity Social Certificates of WGCI, as applicable, in like denomination. Holders of Equity Golf and Equity Associate Certificates shall, pursuant to the terms and conditions of and as set forth and limited by the By-Laws and the Rules and Regulations of WGCI, have the privilege to play on the Golf Facilities of WGCI, that, after filing and recording of the Articles of Merger, shall, together with the other properties of WGC, be titled in the name of WGCI for the benefit of its Members. Other Members of WCA shall have rights, as limited by the By-Laws and rules and regulations of WGCI, to use and enjoy Social Facilities. Holders of Equity Social Certificates shall have limited playing privileges on the Golf Facilities.

3. WGCI shall issue Equity Golf Certificates, Equity Associate and Equity Social Certificates, the denomination of each of which shall be the amount of the Initial Contribution of the respective WGC Equity Certificate, which shall be refundable as provided in the By-Laws of WGCI. Holders of such certificates shall have preferences on dissolution of WGCI as set forth in the Articles of Incorporation, the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Willoughby and the By-Laws of WGCI. Initial Contributions, as determined by the Board of Directors of WCA, shall be imposed by WGCI on Members joining WGCI on and after 11:59 p.m., December 31, 2003. Amenity Fees shall be imposed by WGCI on Members pursuant to Chapter 720, F.S., commencing January 1, 2004, and will be designated for operations, maintenance and improvement of Social Facilities. Provided, however, that Members of WCA who were never Members of WGC shall not be charged Initial Contributions for the Social Facilities or Amenity Fees until January 1, 2005, unless they opt to utilize WGCI Recreational Facilities prior to such date. Equity Golf and Equity Associate Certificates of WGCI shall be issued to new Members who are approved as Equity Golf or Equity Associate Members after December 31, 2003.

4. The Articles of Incorporation of WGCI shall be the Articles of Incorporation of WCA as amended by the Amendment to Articles of Incorporation of Willoughby

Community Association, Inc., attached as Exhibit "A".

5. The By-Laws of WGCI shall be the Amended and Restated By-Laws of Willoughby Golf Club, Inc., attached as Exhibit "B".

6. The Amended and Restated Declaration of Covenants, Conditions and Restrictions for Willoughby shall be further amended as set forth in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Willoughby attached as Exhibit "C".

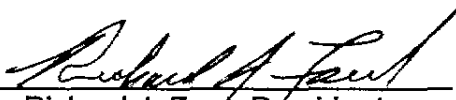
7. This Plan of Merger was, as required by F.S. 617.1103(1)(a), passed by the Board of Governors of WGC and the Board of Directors of WCA on October 29, 2003, by resolutions directing that the Plan of Merger and Exhibits be submitted for a vote of the Members of WGC and WCA at a Special Joint Meeting of Members on November 20, 2003, at 4:00 p.m., at the Willoughby Golf Club in Stuart, Florida.

8. Written notice of the Special Meeting of Members set forth above was timely mailed to all Members of WGC and to all Members of WCA.


9. Copies of this Plan of Merger shall be made available to any Member of WGC or WCA at the WCA office in Stuart, Florida, on request.

10. EFFECTIVE, December 31, 2003, at 11:59 p.m. Executed November 20, 2003.

WILLOUGHBY GOLF CLUB, INC.  
("WGC")

By   
Richard J. Ford, President

WILLOUGHBY COMMUNITY  
ASSOCIATION, INC. ("WCA")

By   
Richard J. Sutch, President

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**AMENDMENT  
TO  
ARTICLES OF INCORPORATION  
OF  
WILLOUGHBY COMMUNITY ASSOCIATION, INC.  
(A Florida Corporation Not for Profit)**

Willoughby Community Association, Inc., a Florida Corporation Not for Profit, under its corporate seal and the hands of its President and Secretary, hereby certifies that:

Upon the proposal of the Board of Directors of the corporation, the following resolution was adopted by the Members of the corporation at a meeting duly held on November 20, 2003, to be effective at 11:59 p.m., on December 31, 2003, and the number of votes cast for the amendment by the Members of the corporation was sufficient for approval, to-wit:

RESOLVED, that, effective on December 31, 2003, at 11:59 p.m., the Certificate of Incorporation of Willoughby Community Association, Inc., which was approved and filed in the office of the Secretary of State at Tallahassee, Florida, on August 30, 1988, be amended by striking Article 1 thereof in its entirety and by substituting therefor the following:

Article 1. Name. The name of the Corporation shall be Willoughby Golf Club, Inc., a Florida Not for Profit Homeowners' Association. For convenience, the Corporation shall be referred to in this instrument as the "Association".

IN WITNESS WHEREOF, said corporation has caused this Certificate to be signed in its name by its President and Secretary this 20 day of Nov., 2003.

WILLOUGHBY COMMUNITY  
ASSOCIATION, INC.

(CORPORATE SEAL)

By Richard J. Sutch  
Richard J. Sutch, President

ATTEST:  
W. Gordon Owens  
W. Gordon Owens, Secretary

December 31, 2003

**AMENDED AND RESTATED**  
**BY-LAWS**  
**OF**  
**WILLOUGHBY GOLF CLUB, INC.**  
**A Florida Not for Profit Homeowners' Association**  
(f/k/a WILLOUGHBY COMMUNITY ASSOCIATION, INC.)

January 1, 2004

**WILLOUGHBY GOLF CLUB, INC.**  
**AMENDED AND RESTATED BY-LAWS**

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December 31, 2003

**AMENDED AND RESTATED BY-LAWS OF  
WILLOUGHBY GOLF CLUB, INC.  
A Florida Not for Profit Homeowners' Association  
(f/k/a Willoughby Community Association, Inc.)**

**ARTICLE I**

**PURPOSE OF CLUB**

The nature and purpose of Willoughby Golf Club, Inc. (hereinafter referred to as "Club") is to act as the homeowners' association for the Willoughby Golf Club Community, to act as the designated Association as provided by the Declaration of Covenants, Conditions and Restrictions for Willoughby, and to own and operate country club facilities for the recreation, pleasure and benefit of its Members and their guests.

**ARTICLE II**

**CLUB EMBLEM AND DEFINITIONS**

**1. Club Emblem**

The emblem of the Club will be of a style and design to be approved by the Board of Directors.

**2. Definitions - Declaration**

The words used in these By-Laws shall have the same meaning as set forth in the Declaration of Covenants, Conditions, and Restrictions for Willoughby (said Declaration, as amended, renewed, extended or supplemented from time to time, is hereinafter referred to as "Declaration"), unless the context shall prohibit or a different meaning is specified

**3. Additional Definitions**

(a) **Amenity Fees.** The annual assessment fixed by the Board of Directors and charged to Members for the use of and the maintenance, improvement, and operation of the Social Facilities. The Amenity Fees are also referred to as assessments in the Governing Documents.

(b) **Board of Directors or Board.** The elected body charged with and responsible for the management and administration of Willoughby Golf Club, Inc.

(c) **Club.** Willoughby Golf Club, Inc., its successors and assigns. The Club is a Florida not for profit homeowners' association and, pursuant to Chapter 720, F.S., is the Florida homeowners' association for the Willoughby Golf Club Community.

(d) **Declaration.** The Amended and Restated Supplemented Declaration of Covenants, Conditions and Restrictions for Willoughby.

(e) **Dues.** The annual charge to Equity Golf or Equity Associate Members (or other members given playing privileges described in the By-Laws) for playing privileges on the Golf Facilities of the Club.

(f) **Equity Associate Certificate.** An equity certificate with refund rights issued to a Member or a Non Resident who is an Equity Associate Member who made an equity payment to the Club or its predecessor, which certificate entitles the holder to Equity Associate membership playing privileges on the Golf Facilities during times set forth in Article X of the By-Laws.

(g) **Equity Certificate Payment.** The purchase price of an Equity Golf Certificate or Equity Associate Certificate which is refundable as set forth in Article X of the By-Laws.

(h) **Equity Golf Certificate.** An equity certificate with refund rights issued to a Member or a Non Resident who is a golf Member who made an equity payment to the Club or its predecessor, which certificate entitles the holder to golf membership playing privileges on the Golf Facilities.

(i) **Equity Golf Member or Equity Associate Member.** A Member or Non Resident who holds or purchases an Equity Golf Certificate or an Equity Associate Certificate.

(j) **Equity Social Certificate.** An equity certificate with refund rights issued to a Member who made an equity payment to the Club or its predecessor and has limited playing privileges on the Golf Facilities during times set forth in Article X of the By-Laws.

(k) **Equity Social Member.** A Member who holds an Equity Social Certificate.

(l) **Golf Facilities.** A portion of the Properties which is operated as a golf course and related facilities as further described in Exhibit "AA" attached to the Declaration. The Golf Facilities are limited common areas.

(m) **Governing Documents.** The Declaration, the Articles of Incorporation, and By-Laws of the Club, as amended from time to time.

(n) **Initial Contribution.** The contribution determined by the Board of Directors and charged to Members joining the Club.

(o) **Initial Golf Contribution.** The non-refundable contribution determined by the Board of Directors and charged to Members purchasing an Equity Golf Certificate or an Equity Associate Certificate.

(p) **Member.** An Owner who has paid an Initial Contribution.

(q) **Non Resident.** A person given certain membership rights by the Board of Directors or the Governing Documents, although such person does not own a Unit or have a right to vote, except that Non Resident Golf Members holding Equity Golf Certificates have the right to vote with Equity Golf Members and Equity Associate Members on matters involving the Golf Facilities.

(r) **Social Facilities.** The clubhouse, pool, tennis and related facilities of the Club which are more fully described in Exhibit "BB" attached to the Declaration.

### **ARTICLE III**

#### **MEMBERS' MEETINGS**

##### **1. Annual Meeting**

An annual meeting of the Members of the Club will be held for the purposes of receiving reports of officers and others, to elect Directors and for such other business as may be properly brought before the meeting.

##### **2. Date and Place of Annual Meetings**

Annual meetings of the Members will be held within one hundred twenty (120) days after the end of the Club's fiscal year. Each annual meeting will be held at such time and place as the Board of Directors may designate.

##### **3. Special Meetings**

Special meetings of the Members may be called by the President, a majority of the members of the Board of Directors or by the written request of twenty percent (20%) or more of the votes of the Members of the Club then entitled to be voted. Such request of the Members will be submitted to the President who will call a special meeting within thirty (30) days of the date of receipt of such request. Notices of any special meeting must contain a statement of the purpose(s) for which such special meeting is called and no other business may be transacted at that meeting.

##### **4. Notices**

The Secretary or other officer designated by the President will give not less than ten (10) days nor more than sixty (60) days prior notice, by mail, prepaid, to all Members of the Club, stating the time, place and purpose of any Members' meeting. Notice of any such meeting will be posted on the official bulletin board at the clubhouse on the date of its mailing to the members.

## **5. Quorum**

The presence, either in person or by proxy, of Members having thirty percent (30%) of the votes then entitled to be voted will constitute a quorum at any meeting of the Members. Meetings of Equity Golf Members and Equity Associate Members shall require a quorum of fifty percent (50%) of the votes then entitled to be voted. The Board of Directors will determine the form and procedure for the use of proxies in accordance with F.S. 720.306(6) as amended.

## **6. Voting Percentage**

A majority of the votes cast on a particular matter is necessary for passage of any motion, except as otherwise expressly provided herein.

## **7. Member List**

Current alphabetical lists of the Members and of classes of Members shall be prepared by the Secretary and made available for inspection by any Member as required by Florida law.

## **8. Conduct of Meetings**

The President shall preside at and control the conduct of Members' meetings.

## **9. Adjournment of Meetings**

If any meeting of the Club cannot be held because a quorum is not present, a majority of the Members who are present 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 meetings.

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

## **10. Action Without a Meeting**

Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if written consent setting forth the action so taken, including a waiver of notice

of and attendance at a meeting, is signed by all of the Members entitled to vote with respect to the subject matter thereof, and any such consent shall have the same force and effect as a unanimous vote of the Members.

## **ARTICLE IV**

### **BOARD OF DIRECTORS**

#### **1. Number and Qualifications**

The government and administration of the affairs and the property of the Club will be vested in a Board of Directors. Until the annual meeting in March, 2004, the Board of Directors shall consist of up to fourteen (14) members (the members of the Board of Governors of Willoughby Golf Club, Inc., and the Board of Directors of Willoughby Community Association, Inc., on the date of their merger). Thereafter, the Board of Directors shall consist of twelve (12) members or the number of Directors certified by two-thirds (2/3) of the full Board; provided, however, that there shall be no more than twelve (12) and no fewer than nine (9) Directors after the 2004 annual meeting. All members of the Board of Directors must be Owners.

#### **2. Nominating**

(a) Before any membership meeting at which Directors will be elected, the Board of Directors will appoint a Nominating Committee consisting of five (5) members of the Club, two (2) of whom will be members of the Board of Directors. Members of the Nominating Committee will serve for a term of one (1) year or until their successors are appointed and qualified. Unless specifically requested by a majority of the Board of Directors, the Nominating Committee will not nominate candidates to fill any vacancies, occurring by reason of death, resignation or otherwise, for any unexpired term.

(b) At least sixty (60) days prior to the annual Members' meeting, the Nominating Committee will submit in writing to the Board of Directors names of Members of the Club, at least equal in number to the number of Director positions to be filled, selected by a majority vote of the Nominating Committee to be nominated as candidates for election to the Board of Directors at the annual Members' meeting. The names of the nominees, after having been certified by the Secretary or any other officer that they are qualified for election and have been nominated in accordance with the provisions of these By-Laws, will be promptly posted on the official bulletin board(s) of the Club.

(c) Ten percent (10%) or more of the total number of the Members of the Club entitled to vote who are not on the Nominating Committee or the Board of Directors may also nominate candidates for the Board of Directors by petition signed by them and filed with the Secretary at least thirty (30) days prior to the Members' annual meeting. The names of any such nominees, after having been certified by the Secretary or any other officer that they are qualified for election and have been nominated in accordance with the provisions of these By-Laws, will be posted on the official bulletin board(s) of the

Club and will be included in any proxy mailing to the Members of the Club. Additional nominations may be made as permitted by Florida law.

### **3. Elections**

(a) There will be no cumulative voting and no preemptive rights.

(b) Voting will either be by ballot or by proxy. Ballots may be mailed to the Secretary, faxed to the Club office, or presented at the annual meeting. Ballots cast by proxy shall have the proxy attached.

(c) Notwithstanding any provision to the contrary in previously adopted By-laws and to facilitate staggering the terms of Directors in the election held in March, 2004, three (3) Directors will be elected to serve until the annual meeting in January, 2007. In elections after March, 2004, the number of Directors will be certified as set forth in Subsection 1 above and Directors will thereafter be elected in classes and for staggered terms calculated to provide equal numbers of Directors elected each year to serve three (3) year terms, except when Directors are elected to fill vacancies as provided in Article IV, Section 4, of the By-Laws.

(d) In any election to fill vacancies on the Board of Directors, candidates will be ranked according to the number of votes received. The candidates receiving the highest number of votes will be declared elected.

### **4. Vacancies**

Vacancies created by reason of the death, resignation, removal or recall of a Director will be filled by the Board by the appointment of a Member to fill such vacancy and to serve until the next election. At the next annual meeting, the vacancy will be filled by the election of a Member to serve the remainder of such term who receives the next highest number of votes after class vacancies are filled.

## **ARTICLE V**

### **MEETINGS OF BOARD OF DIRECTORS**

#### **1. Annual Meeting**

Each year the Board of Directors will hold its annual meeting to elect officers and to consider any other matters as may be properly brought before the meeting. The annual meeting of the Board of Directors will be held within ten (10) days after the annual meeting of the Members of the Club.

#### **2. Duties at Annual Meeting**

At each annual meeting, the Board of Directors will take such actions as the Board shall deem necessary or desirable, consistent with these By-Laws, the Articles of Incorporation and Florida law.

### **3. Quorum**

A majority of the Board of Directors will constitute a quorum at any meeting for the transaction of business.

### **4. Meetings**

Regular meetings of the Board of Directors may be called by or at the request of the President or any three (3) Directors. Notice of the date, time and place of the meeting shall be given to all Directors and shall be conspicuously posted at the clubhouse or such other place designated by the Board for posting notices to Members not less than forty-eight (48) hours prior to the meeting. Alternatively, the Board may, by Resolution, designate a time and place for holding regular Board meetings which Resolution shall be posted as aforesaid. Board meetings held pursuant to the Resolution shall require no further notice unless the meeting is being held at a time or place not specified in the Resolution, or, as provided by Article VI, 2, (f), if assessments are to be levied.

### **5. Special Meetings**

Special meetings of the Board of Directors may be called at the request of the President or any three (3) Directors. Notice of such a meeting shall be given to each Director and be conspicuously posted in the clubhouse or such other place designated by the Board for the posting of such notices to Members not less than forty-eight (48) hours prior to the meeting, except in the case of an emergency. The notice of a special meeting of the Board shall state the purpose of the meeting and the specific business to be conducted. No business except that stated in the notice of the meeting shall be transacted at any special meeting of the Board of Directors.

### **6. No Proxy Voting**

No voting by proxy shall be permitted at Board of Directors' meetings, except that secret ballots may be used in the election of officers.

### **7. Open Meetings**

All meetings of the Board must be open to all Members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege.

## **ARTICLE VI**

### **POWERS OF THE BOARD OF DIRECTORS**

#### **1. Management of the Club**

The Board of Directors will exercise all powers of the Club and do all acts and things necessary to carry out the purpose of the Club.

#### **2. Duties and Powers**

The Board of Directors will:

- (a)** Elect the officers of the Club;
- (b)** Appoint committees and assign duties;
- (c)** Fill vacancies on the Board of Directors due to death, resignation, inability to perform duties or otherwise, until the next election of Directors by the members;
- (d)** Appoint managers and other employees and delegate such authority as is considered necessary for the proper operation and management of the Club;
- (e)** Adopt, alter, amend or repeal rules and regulations governing use of the Club and all its facilities by the various classes of Members and their guests;
- (f)** Determine the amount of assessments, Dues, fees and other charges; provided that assessments or Dues may not be levied at a meeting of the Board unless the notice of meeting includes a statement that assessments or Dues will be considered and the nature of the assessments or Dues;
- (g)** Set the Initial Contribution for Members and the Initial Golf Contribution and Equity Certificate Payment for Equity Golf Certificates and Equity Associate Certificates and issue membership certificates and Equity Certificates.
- (h)** Prepare and adopt, in accordance with Article X of the Declaration, annual budgets in which there shall be established the contribution of each Owner to the Common Expenses and Neighborhood Expenses;
- (i)** Make assessments to defray the Common Expenses and Neighborhood Expenses, establish the means and methods of collecting such assessments, and establish the period of the installment payments of the annual assessment; provided, unless otherwise determined by the Board of Directors, the annual assessment for each Unit's proportionate share of the Common Expenses shall be payable in equal quarterly installments, each such installment to be due and payable in advance on the first day of each fiscal quarter for said quarter;

(j) Make assessments for Common Area, Social Facilities, Golf Facilities and neighborhood capital expenditures, operating deficits and the accumulation of capital reserves.

(k) Provide for the operation, care, upkeep, and maintenance of all of the Area of Common Responsibility;

(l) Designate, hire, and dismiss personnel necessary for the maintenance, operation, repair, and replacement of the Club's property, and the Area of Common Responsibility and, where appropriate, provide 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;

(m) Collect assessments, Amenity Fees, Dues, and other fees and charges, depositing the proceeds thereof in banks or other depositories which it shall approve, and use the proceeds to administer the Club;

(n) Open bank or other accounts on behalf of the Club and designate the signatories required;

(o) Make or contract for the making of repairs, additions, and improvements to or alterations of the Club property and of Common Responsibility in accordance with the other provisions of the Declaration and these By-Laws after damage or destruction by fire or other casualty;

(p) Enforce by legal means the provisions of the Declaration, these By-Laws, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Members concerning the Club;

(q) Obtain and carry insurance against casualties and liabilities, as provided in the Declaration, and pay the premium cost thereof;

(r) Make available to any prospective purchaser of a Unit, any Owner of a Unit, any first mortgagee, and the holders, insurers, and guarantors of a first mortgage on any Unit, current copies of the Declaration, the Articles of Incorporation, the By-Laws, rules governing the Units and other books, records, and financial statements of the Club;

(s) Permit utility suppliers to use portions of the Common Area reasonably necessary to the operation of the Properties;

(t) Have the power to remove and replace any Director who will fail to attend at least fifty percent (50%) of the Board meetings in any one (1) membership year or who is not a Member in good standing;

(u) Have the power to expend funds to the extent of the amount in the Club's treasury or owing to the Club; to make contracts, borrow money and incur indebtedness for the purposes of the Club; provided, however, that indebtedness shall not exceed

\$2,000,000 without prior approval of the Members, and, to cause promissory notes, bonds, mortgages or other evidences of indebtedness to be executed and issued;

(v) Have the power to exchange rights to use the Club's facilities with members of other country clubs; and

(w) Perform such other acts and things as are permitted by the laws of the State of Florida with respect to not-for-profit corporations and homeowners' associations, as those laws now exist or as they may hereafter provide.

### **3. Issuance of Memberships**

The Board of Directors will have sole authority to cancel and transfer memberships and will have equity certificates prepared in form and content consistent with the provisions of the Articles of Incorporation and these By-Laws of the Club.

### **4. Compensation**

No Director will receive a salary or any other compensation whatsoever, but will be entitled to reimbursement for all expenses reasonably incurred in performing any duties pursuant to these By-Laws of the Club. Expenses incurred to attend meetings of the Board of Directors or its committees are not reimbursable unless specifically approved by the Board.

### **5. Interpretation of By-Laws**

The Board of Directors will have the corporate power to generally do everything permitted for non-profit corporations by law, statute, the Declaration, the Club's Articles of Incorporation and these By-Laws, and to determine the interpretation or construction of these By-Laws, or any parts hereof, the Club's Articles of Incorporation, or the Declaration, which may be in conflict or of doubtful meaning, and their decision will be final and conclusive, so long as consistent with applicable law.

### **6. Action Without Meetings**

Action may be taken by the Board of Directors, or any committee thereof without a meeting if the Board or Committee determines that there is an emergency and provided consent in writing setting forth the action taken or to be taken, signed by all of the Directors, or all of the members of the committee, as the case may be, is filed in the minutes of the proceedings of the Board of Directors or of the committee, whether done before or after the action so taken. Such consent will have the effect of a unanimous vote, shall be maintained with the Official Records as described by Florida law, and shall be open to inspection and copying by the Members.

### **7. Actions Requiring Approval**

The Board shall not take any of the following actions without the approval of a majority of the Members:

(a) Acquire or contract to acquire additional land if the Club's assets, in whole or in part, are to be pledged as collateral in conjunction with the acquisition of such additional land;

(b) Make any material alterations, additions or improvements to the Club's property or facilities;

(c) Dispose of real property or improvements owned by the Club.

(d) Make any major change which materially alters the design and/or layout of the golf course or any specific golf hole, except with approval of a majority of the Equity Golf Members, Equity Associate Members and Non Resident Golf Members.

## **8. Indemnification**

The Club shall indemnify and hold harmless Directors, officers and duly appointed committee members from and against any and all claims, demands and liabilities arising out of or relating to serving as a Director, officer or committee member of the Club, or by reason of any action alleged to have been taken or omitted as Director, officer or committee member. The Club shall undertake to defend Directors, officers and committee members from and against such claims and assume all legal and other expenses reasonable and necessary in the defense of such claims. The Club shall make every reasonable effort to, at all times, maintain in force and effect a director and officer liability insurance policy in an amount sufficient to protect the Club and its elected Directors, officers and committee members against such claims. Unless covered by a director and officer liability insurance policy, the Club may, but shall not be required to, indemnify any Director, officer or committee member for claims arising from actions which constitute a crime, improper conduct through which any direct or indirect financial benefit is obtained, or for willful and intentional disregard of the Director, officer or committee member's official duties.

## **9. Enforcement of Governing Documents**

(a) **Discipline Concerning Golf and Social Facilities.** Any Member or any family member or guest of a Member whose conduct shall be deemed by the Board of Directors to be improper or likely to endanger the welfare, safety, harmony or good reputation of the Club or its Members may be reprimanded, fined, suspended or expelled from the Golf Facilities or Social Facilities by action of the Board of Directors. The Board of Directors shall be the sole judge of what constitutes improper conduct or conduct likely to endanger the welfare, safety, harmony or good reputation of the Club or its Members.

(1) **Reasons for Expulsion or Suspension.** Reasons for expulsion or suspension may include, without limitation:

(i) unsatisfactory behavior, deportment or appearance;

- (ii) use of the Member's membership card or Club account by an unauthorized person;
- (iii) failure to accompany a guest where required when using Golf Facilities or Social Facilities;
- (iv) failure to pay assessments, Amenity Fees, Dues, fees, charges or Club accounts in a proper and timely manner;
- (v) failure to abide by the rules and regulations as set forth for use of the Golf Facilities or Social Facilities of the Club; or
- (vi) treatment of the personnel, employees or other Members or Member's guests of the Club in an unacceptable manner.

**(2) Board Action.** A Member shall be notified of any proposed disciplinary action and shall be given an opportunity to be heard by the Covenants and Appeals Committee as set forth below to show cause why such Member should not be disciplined in accordance with this Article.

**(3) Suspension from Social Facilities or Golf Facilities.** The Board of Directors may, for violations under this Article, suspend a Member and/or any family member or guest of such Member from some or all Golf Facilities or Social Facilities privileges of the Club for a period of up to one (1) year. Assessments, Amenity Fees, Dues, fees, charges, and other obligations shall continue to be due and payable during such suspension and must be paid in full when due.

**(4) Resignation from Golf Facilities – Request by Board.** The Board of Directors may, by a two-thirds (2/3) vote of the Directors present, request the resignation of any Equity Golf or Equity Associate Member of the Club for cause deemed sufficient by the Board of Directors.

**(5) Expulsion from Golf Facilities.** An Equity Golf or Equity Associate Member may be expelled or suspended from the Golf Facilities by the Club if the Board of Directors of the Club determines that the Member's conduct violated this Article, or was improper or likely to endanger the welfare, safety, harmony or good reputation of the Club or its Members. Any Equity Golf or Equity Associate Member of the Club who has been expelled shall not again be eligible for Equity Golf or Equity Associate membership nor admitted to the Golf Facilities under any circumstances. An Equity Golf or Equity Associate Member or a Member holding an Equity Social Certificate who has been expelled from the Golf Facilities shall forfeit his or her Equity Golf, Equity Associate, or Equity Social Certificate in the Club and, in the sole discretion of the Board of Directors, may not be entitled to the return of any Initial Golf Contribution, Dues or fees previously paid to the Club. An expelled Member shall be notified by registered mail and shall have the obligation to surrender such Member's Equity Certificate and, at the option of the Club, shall forfeit all rights and privileges of membership, including, but not limited to (1) the right of the buyer of such Member's

Unit to acquire an Equity Golf or Equity Associate membership in the Club as provided in these By-Laws, and (2) the right to sell such Member's Equity Certificate back to the Club as provided in these By-Laws.

**(b) Fines.** The Board of Directors shall have the power to impose reasonable fines not to exceed \$100 per violation, which shall constitute a lien upon the property of the violating Member's Unit, if an Owner, to suspend a Member's right to vote or to use the Common Area or Social Facilities, and to exclude contractors, subcontractors, agents, tenants, guests, and other invitees of a Member who is an Owner or occupant from the Properties for violation of any duty imposed under the Declaration, these By-Laws, any rules and regulations duly adopted hereunder, or any of the design and development guidelines and procedures adopted pursuant to Article XI of the Declaration; provided, however, nothing herein shall authorize the Club or the Board of Directors to limit an Owner's or occupant's ingress and egress to or from a Unit. In the event that any occupant of a Unit violates the Declaration, By-Laws, or a rule or regulation and a fine is imposed, the fine shall first be assessed against the occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Club. 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.

**(c) Procedures.**

**(1) Notice.** Prior to imposition of any sanction hereunder, the Board of Directors or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than fourteen (14) days within which the alleged violator may present a written request to the Covenants and Appeals Committee for a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a hearing is requested within fourteen (14) days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed.

**(2) Hearing.** If a hearing is requested within the allotted fourteen (14) day period, the hearing shall be held by the Covenants and Appeals Committee in a manner to afford 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, whether the proposed sanction is upheld by a majority vote of the Covenants and Appeals Committee and/or the final sanction, if any, imposed. The Board of Directors or the Covenants and Appeals Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured before the hearing. 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.

**(d) Additional Enforcement Rights.** Notwithstanding anything to the contrary herein contained, the Club, acting through the Board of Directors or the Covenants and Appeals Committee, may elect to enforce any provision of the Declaration, these By-Laws, or the rules and regulations of the Club by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Member or occupant of a Member's Unit responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorneys' fees actually incurred.

#### **10. Special Assessments**

The Board of Directors may find it necessary to make Special Assessments for capital expenditures or, in addition to Base Assessments, Neighborhood Assessments, Amenity Fees, and annual Dues, to cover operating deficits, if any, which occur in the maintenance and operation of the Area of Common Responsibility, the Social Facilities and/or the Golf Facilities. Assessments to cover operating deficits will be prorated among the Members of the Club based on the amount of Base Assessments, Neighborhood Assessments and/or Dues, in the case of operating deficits related to the Golf Facilities, payable by each Member and Non Resident Golf Member, if applicable, during the year in which the deficit occurs.

### **ARTICLE VII**

#### **OFFICERS**

The Board of Directors shall meet within ten (10) days after the annual Members' meeting and elect a President, a Vice President, a Treasurer, a Secretary, and such other officers as the Board of Directors from time to time determines appropriate, each to serve a term of one (1) year or until their successors are elected. Officers shall serve at the will of the Board.

### **ARTICLE VIII**

#### **DUTIES OF OFFICERS**

##### **1. President**

The President will preside at all meetings of the Members and the Directors and enforce observance of the provisions of these By-Laws and all rules and regulations of the Club. The President may call special meetings of the Board of Directors, will be an ex-officio member of all committees, is empowered to execute all papers and documents requiring execution in the name of the Club and, with the approval of the Board, shall appoint all committees and designate each Chairperson.

## **2. Vice President**

In the absence or disability of the President, the Vice President will perform and carry out all duties and responsibilities of the President.

## **3. Secretary**

The Secretary will keep Official Records required by Florida law, including minutes of all meetings of the Board of Directors and the membership, and the Secretary will be responsible for giving all required notices of such meetings. The Secretary will have custody of the Seal of the Club and all membership records will be kept under the Secretary's supervision. The Secretary shall see that the Official Records are open for inspection and copying by Members as required by Florida law.

## **4. Treasurer**

The Treasurer will cause to be collected, held and disbursed, under the direction of the Board of Directors, all monies of the Club, and it will be the Treasurer's duty to collect monies due the Club from the issuance of memberships, assessments, Dues and charges to Members of the Club, and all amounts due from others. The Treasurer will keep or cause to be kept regular books of account and all financial records of the Club, and will prepare budgets and financial statements, as required by Florida law. The Treasurer shall cause an annual report to be distributed to all Members within one hundred twenty (120) days after the close of the fiscal year as required by Florida law: The Treasurer shall segregate the reserves of the Club relating to the Common Area other than the Golf Facilities from those of the Golf Facilities and shall assure that such reserves are only expended upon the facilities for which they were collected. Neighborhood reserves shall be similarly segregated and controlled. The Treasurer will deposit or cause to be deposited all monies of the Club in an account or accounts in the Club's name, in banks or other depositories designated by the Board of Directors, and will give a surety bond for faithful performance in the amount directed by the Board of Directors, which surety bond premium will be paid by the Club. Any other person or persons having access to monies of the Club or its bank accounts will be similarly bonded.

## **5. Other Officers**

The Board of Directors may appoint additional officers and assign their duties.

## **6. Duties of Officers**

Any officer may be given additional assignments and duties by the Board of Directors.

## **7. Removal From Office**

Any officer may be removed from office, with or without cause, by a vote of two-thirds (2/3) of all the members of the Board of Directors.

**ARTICLE IX**  
**COMMITTEES**

**1. Covenants and Appeals Committee:**

The Board of Directors shall appoint a Covenants and Appeals Committee consisting of at least five (5) and no more than seven (7) members, none of whom are officers, Directors or employees of the Club or the spouse, brother or sister of an officer, Director, or employee of the Club. Acting in accordance with the provisions of the Declaration, these By-Laws, and resolutions the Board may adopt, the Covenants and Appeals Committee shall be the hearing tribunal of the Club and shall conduct all hearings held as described in Article VI of these By-Laws.

**2. New Construction/Modifications Committee ("NMC"):**

The NMC shall exercise the powers and carry out the responsibilities assigned to the New Construction/ Modifications Committee under the Declaration.

**3. Other Committees:**

Other committees not having and exercising the authority of the Board of Directors in the management of the Club may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. The President, with the approval of the Board, shall appoint and may remove members of such committees.

**4. Term of Office:**

A Committee member shall continue as such until the next annual meeting of the Board of Directors or until a successor is appointed, unless the committee shall be sooner terminated, a member is removed by the Board, with or without cause, or a member or such member's spouse shall cease to qualify as a Member.

**5. Chairpersons:**

One member of each committee shall be appointed Chairperson by the person or persons authorized to appoint members thereof.

**6. Vacancies:**

Vacancies in the membership of any committee shall be filled by appointments made in the same manner as provided in the case of the original appointment.

**7. Quorum:**

Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of

the majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

**8. Rules:**

Each committee may adopt rules for its own governance not inconsistent with these By-Laws or the rules adopted by the Board of Directors.

**ARTICLE X**

**MEMBERSHIPS**

**1. Categories of Members**

The Club shall issue three (3) categories of memberships for Owners described in the Declaration: Memberships, Equity Golf memberships, and Equity Associate memberships. The number of Equity Golf memberships is limited to three hundred (300). Owners of Units who have paid Initial Contributions are Members. There are also Members who have privileges as holders of Equity Social Certificates.

**2. Use Privileges of Membership**

Upon payment of the required Initial Contribution and the appropriate charges and by complying with rules and regulations described herein, Members shall be entitled to the following privileges of access:

**(a) Social Facilities.** A membership entitles the Member to use the Social Facilities, subject to rules and regulations adopted by the Board of Directors.

**(b) Family Privileges.** Each membership permits the Member and his or her immediate family to use the Club facilities in accordance with the membership privileges granted by the Member's class of membership. A Member's immediate family includes the Member's spouse and unmarried children under the age of twenty-three (23) who are living at home or are attending school on a full-time basis. The term spouse shall include the Member's spouse, if married (by license or common law), and a person of the opposite sex living together with an unmarried Member and acting in a manner which would lead others to believe they are a couple, provided any person so living with an unmarried Member shall not have any ownership or other interest in the membership other than privileges to use facilities as a spouse during the time the Member is living with that person and they are acting in a manner which would lead others to believe they are a couple. The ability of unmarried Members to have spousal privileges may not be terminated by the Club's Board of Directors without Member approval.

**3. Use Privileges of Equity Certificate Holders**

Upon payment of the required Initial Golf Contribution, the Equity Certificate Payment, and the appropriate Dues and charges and by complying with rules and

regulations described herein, Members shall be entitled to the following privileges of access to the Golf Facilities, which shall include Family Privileges:

**(a) Equity Golf Membership.** An Equity Golf Member purchases or holds an Equity Golf Certificate which entitles the Member to use the Golf Facilities on a priority basis and to reserve tee times in a manner as determined by the Board from time to time. Equity Golf Members will not be charged greens fees for the use of the Golf Facilities, but are required to pay golf cart or trail fees.

**(b) Equity Associate Membership.** An Equity Associate Member purchases or holds an Equity Associate Certificate which entitles the Member to use the Golf Facilities. Equity Associate Members may reserve golf tee times in a manner as determined by the Board from time to time. From December 15 through April 30, Equity Associate Members may play only after 12 noon, except as a guest of an Equity Golf Member. Each Equity Associate Member may play golf as a guest of an Equity Golf Member a total of six times during a membership year. Equity Associate Members will be charged greens fees, not to exceed fifty percent of guest greens fees, plus cart fees or trail fees.

**(c) Equity Social Membership.** Equity Social Members have playing privileges on the Golf Facilities a total of six (6) times during the period from May 1 through September 30, paying the prevailing guest greens fees and cart fees.

**(d) Private Golf Cart.** Private golf cart privileges are only available to Equity Golf and Equity Associate Members who own Units in the Willoughby Golf Club Community. Cart trail fees for Equity Golf and Equity Associate Members entitled to private golf cart privileges shall be established by the Board of Directors. This paragraph shall not prevent the Club from establishing annual rental fees to use golf carts owned or leased by the Club.

**(e) Access Rules.** The Club reserves the right in its Board of Directors to modify playing privileges for each class of membership, to establish additional categories of membership and to establish rules governing access, sign-up privileges and tee times with respect to the Golf Facilities and Social Facilities of the Club

#### **4. Initial Contributions and Initial Golf Contributions**

Owners are required to pay an Initial Contribution to acquire a membership in the Club. The amount of the Initial Contribution will be set by the Board of Directors. The Initial Contribution will be due and payable in full at closing of the purchase of a Unit. In the case of Equity Golf or Equity Associate memberships, the Initial Golf Contribution and the Equity Certificate Payment are due upon approval of the Application for Membership. However, if the requested Equity Golf or Equity Associate membership is not available, the payments will be made as determined by the Board of Directors.

## **5. Applications for Membership**

All Applications for Membership will be in the form prescribed by the Board of Directors and will be signed by the applicant. An applicant for membership must mail or deliver to the Club a fully completed and signed Application for Membership.

(a) All applicants for Equity Golf or Equity Associate membership must be approved by a vote of the Board of Directors. The Board of Directors, either directly or through its Membership Committee, will undertake the necessary investigation and appraisal of an applicant. This may include an interview with the applicant at the sole discretion of the Board of Directors.

(b) Within thirty (30) days after receiving the Application for Membership, a determination will be made whether the applicant has satisfied the relevant conditions of membership. If it is determined that the applicant has not satisfied those requirements, the applicant shall be notified that the application has not been acted upon favorably.

(c) Applicants approved for Equity Golf or Equity Associate membership who fail to pay the Initial Golf Contribution, the Equity Certificate Payment, Dues, and other charges within thirty (30) days after notice that it is due and payable may forfeit their right to membership.

(d) Comments from Members with respect to prospective Equity Golf and Equity Associate Members shall be privileged communications and treated confidentially.

## **6. Membership Certificates**

(a) Every Member of the Club who paid the required Initial Contribution shall receive a Membership Certificate. Each Membership Certificate shall be in a form approved by the Board of Directors and will state that the membership is issued subject to the Declaration, the Articles of Incorporation and the By-Laws of the Club as they now are or may be amended and shall be subscribed by the President and Secretary and under the seal of the Club. Membership Certificates shall have no par value. Membership Certificates are not redeemable or transferable.

(b) Every accepted Equity Golf, Non Resident Golf, or Equity Associate Member of the Club who paid the required Initial Golf Contribution, Equity Certificate Payment, and Dues shall receive an Equity Golf Certificate or an Equity Associate Certificate. Each such certificate shall be in a form approved by the Board of Directors and will state that it is issued subject to the Declaration, the Articles of Incorporation and the By-Laws of the Club as they now are or may be amended and shall be subscribed by the President and Secretary under the seal of the Club. Such certificates shall have a par value of \$1.

(c) Upon the expulsion of an Equity Golf, Non Resident Golf, or Equity Associate Member, the Member will surrender his or her Equity Certificate. Whenever

any Member transfers or conveys his or her Unit, he or she shall cease to be a Member, and, except as set forth in Section 7 below as to Equity Certificates, such transfer or conveyance will operate to authorize the Treasurer of the Club to effectuate the cancellation of the Membership Certificate and the redemption, purchase or sale of an Equity Certificate, if any, of such Member in accordance with and in the manner prescribed by these By-Laws.

## **7. Redemption of Equity Golf and Equity Associate Certificates**

(a) The Club will maintain a Buyers' Waiting List of persons who desire to acquire an Equity Golf or Equity Associate membership in the Club. Owners of Units in the Willoughby Golf Club Community will have first priority to acquire Equity Golf and Equity Associate memberships. An Equity Golf Member or Equity Associate Member may resign such membership if a person on such list arranges for the Club to repurchase his or her Equity Golf Certificate or Equity Associate Certificate for reissuance to the person.

(b) The liability of Equity Golf Members, Equity Associate Members and Non Resident Golf Members for Dues, Golf Facilities assessments and related charges does not terminate until an Equity Golf or Equity Associate Member sells or conveys his or her Unit in the Willoughby Golf Club Community or the refundable amount of his or her Equity Certificate is reduced by set-offs for unpaid Dues, unpaid assessments of Equity Golf Members, Equity Associate Members or Non Resident Members, as the case may be, and other unpaid charges, by fifty per cent (50%). Upon failure of such a Member to pay Dues, assessments and related charges, or upon notice of the intention to withdraw, such Member's privileges relating to the Golf Facilities shall be suspended, such Member's Equity Certificate shall be placed on the Sellers' Waiting List, and any unpaid amounts then due or accruing shall be set off against such Member's Equity Golf Certificate or Equity Associate Certificate. No such unpaid or accrued amounts shall be due from such a Member for charges relating to the Golf Facilities when the refundable amount of his or her Equity Certificate, as determined according to subsection (e) below, has been reduced by set-off to fifty percent (50%) of the refundable amount of such Member's Equity Certificate.

(c) In the event that an Equity Golf or Equity Associate Member sells or conveys the Member's Unit in the Willoughby Golf Club Community (a "departing Member") and the purchaser of the Member's Unit desires the departing Member's membership, then the departing Member may arrange for the Club to repurchase the Equity Golf Certificate or Equity Associate Certificate and reissue it to the purchaser of the departing Member's Unit in the Willoughby Golf Club Community.

In the event there are no Members on the Buyers' Waiting List and the departing Member is not selling or transferring his or her Unit in the Willoughby Golf Club Community to a new Owner who desires an Equity Golf or Equity Associate membership, then the departing Member's Equity Certificate will be placed on a Sellers' Waiting List to be reissued to persons desiring an Equity Golf or Equity Associate membership.

(d) If an Equity Golf or Equity Associate Member transfers his or her Unit in the Willoughby Golf Club Community and does not desire to surrender his or her Equity Golf or Equity Associate membership, the Club will then have a continuing option to repurchase the membership at any time for an amount equal to the greater of: (1) the Equity Certificate Payment actually paid by the Member, or (2) eighty percent (80%) of the Equity Certificate Payment in effect at the time of repurchase.

(e) Unless otherwise provided in the departing Member's Equity Certificate, the refundable amount of the Equity Certificate to be repaid to the departing Equity Golf or Equity Associate Member of the Club shall be the greater of: (1) the Equity Certificate Payment actually paid by the Equity Golf or Equity Associate Member for membership in the Club, or (2) eighty percent (80%) of the Equity Certificate Payment then charged by the Club for an Equity Golf or Equity Associate Certificate. Upon the Club's repurchase of a departing Member's Equity Certificate, the Club will deduct from the amount to be paid to the departing Equity Golf or Equity Associate Member any amount which such departing Member owes the Club.

(f) The Club shall be obligated to repay the refundable amount of the departing Member's Equity Certificate only after the membership has been repurchased by the Club and reissued to a successor Member who has paid the Initial Golf Contribution and Equity Certificate Payment in full to the Club, except that holders of Equity Social Certificates shall be repaid the refundable amount of their certificates upon sale or conveyance of their Units. If an Equity Golf Certificate or Equity Associate Certificate is repurchased during a membership year, the Member will be entitled to a refund or reduction in the amount of prepaid Dues or prepaid Dues set-offs.

#### **8. Transfer of Equity Golf or Equity Associate Membership Upon Death or Divorce**

(a) Upon the death of an Equity Golf or Equity Associate Member, or the holder of an Equity Social Certificate, the membership and privileges automatically passes to the surviving spouse, if any. If the deceased Member is not survived by a spouse, then the heir of the holder of an Equity Social Certificate shall be entitled to require repurchase of such certificate by the Club or such heir or the heir of an Equity Golf or Equity Associate Certificate, if the heir inherits the Member's Unit in the Willoughby Golf Club Community, shall have the right to acquire the deceased Member's Equity Golf, Equity Associate, or Equity Social Certificate and membership without the payment of any additional Equity Certificate Payment. In this event, the heir of such Equity Certificate shall be required to notify the Club in writing of the desire to acquire the deceased Member's Equity Golf, Equity Associate or Equity Social membership in the Club. However, the heir must make application no later than one hundred twenty (120) days after the right to possession of the Unit, and must pay all debt service and assessments for the intervening period between the date of the Member's death and the date of the application, in addition to Dues and all other applicable charges. If such an heir does not apply for an Equity Golf or Equity Associate membership within one hundred twenty (120) days after acquiring the right to possession of the Unit, the Dues obligations of the deceased Equity Golf or Equity

Associate Member shall terminate as of the date of death of such Member, his or her Equity Certificate shall be surrendered to the Club, and, thereafter, the Club may reissue the Equity Golf or Equity Associate Certificate, whereupon the Club shall pay the estate of the deceased Member, upon payment of the Equity Certificate Payment in full by a successor Member, the amount due as provided in these By-Laws upon a transfer of a membership.

(b) In the event married Members are legally separated or divorced, title to the membership certificate, and the Equity Golf or Equity Associate certificate, if applicable, including all rights and benefits given to the holder thereof, shall vest in the spouse awarded the Unit in the Willoughby Golf Club Community or shall vest in the spouse awarded the Equity Golf or Equity Associate Certificate, if the Equity Golf or Equity Associate Member does not own a Unit in the Willoughby Golf Club Community. In the absence of a court decree or separation agreement, the rights and benefits of the membership certificates and Equity Certificate shall vest in the registered owner of the Unit, and both such persons shall remain responsible for the payment of all Dues, fees, and charges associated with such membership.

## **9. Voting Privileges**

On matters to be voted upon by the Members of the Club which relate to maintenance, operation or improvement of the Golf Facilities, or any assessments or proposed assessments of Equity Golf, Equity Associate and Non Resident Golf Members, Equity Golf and Equity Associate and Non Resident Golf Members only will be entitled to vote and, with respect to such matters, such Members shall have two (2) votes per membership.

## **10. Rights of Lessees**

Members shall have the right to designate the lessees of their Units, with a lease term complying with the Declaration, as the beneficial user of their membership and/or Equity Golf or Equity Associate membership in the Club. A lessee's application for golf privileges must be submitted to and be approved by the Board of Directors prior to use of the Golf Facilities. A lessee who is so designated shall be entitled, upon payment of all required charges and fees, to the same rights and privileges to use the Social Facilities and/or the Golf Facilities as the lessor Member. An Equity Golf or Equity Associate membership must be acquired for each Unit for which the owner desires the lessee to be able to use the Golf Facilities. During the period when a lessee is designated as the beneficial user of a membership, the Member will continue to pay Dues, but will not have membership privileges to use the Golf Facilities except as a guest of another Member. The lessor Member will be able to continue using the Social Facilities. Members shall be responsible for all charges incurred by their lessee which remain unpaid after the customary billing and collection procedure of the Club and for the deportment of each lessee.

## **11. Right to Upgrade**

Members, including Equity Associate Members, may upgrade to an Equity Golf membership if an Equity Golf membership is then available and not reserved. Members may upgrade to an Equity Associate membership if such membership is then available and not reserved. The upgrading Member must pay the difference between the then current Equity Certificate Payment charged for the class of membership held by the Member and the then current Equity Certificate Payment charged for the class of membership to which the Member desires to upgrade.

## **12. Exchange of Playing Privileges**

Equity Golf or Equity Associate Members who do not desire to retain their playing privileges may arrange through the Club to exchange their membership privileges with those of another Member of a different membership class upon obtaining the approval of the Board of Directors to the exchange of membership privileges and upon the exchanging Member's payment of all of their respective Dues, fees and charges related to the membership. The right to exchange membership privileges will be on a membership year basis and will not affect the exchanging Member's obligations.

# **ARTICLE XI**

## **OTHER MEMBERSHIP PRIVILEGES**

### **1. Annual Memberships**

In order to introduce the Club to prospective Members, the Board of Directors of the Club, may, in its sole discretion, issue non-proprietary, non-voting Annual or Seasonal memberships to persons who do not own a Unit in the Willoughby Golf Club Community. The maximum number of Annual Golf memberships permitted to be issued will be equal to the number of Equity Golf memberships which have not been issued to active Members. All Annual or Seasonal memberships will have such privileges as determined by the Board of Directors from time to time. Annual or Seasonal memberships do not entitle the holder thereof to vote or to any ownership interest in the Club or its facilities.

Annual or Seasonal memberships will be subject to the payment of initiation fees, Dues, fees and charges and other terms and conditions set forth by the Board of Directors from time to time.

### **2. Founder Memberships**

The Club has issued a Founder membership and has agreed to issue an additional Founder membership (the "Founder memberships"). Founder memberships do not entitle the holder thereof to any proprietary or ownership interest in the Club or the Club facilities. Founder Members shall be entitled to the same rights and privileges to use the Club facilities as Equity Golf Members, except Founder Members shall have

no voting rights. Founder Members will not make any Initial Golf Contribution nor pay any Dues or assessments to the Club. Founder Members will be required to pay the same golf cart or trail fees and other charges for services and use of the facilities paid by Equity Golf Members. Founder Members will not pay Amenity Fees, but will be liable for Base Assessments and Neighborhood Assessments, if applicable. The Founder membership shall not be assignable or transferable by a designated Member and shall terminate upon the earlier of: (a) receipt of written notice of resignation of the Founder Member, or (b) the death of both the Founder Member and his or her spouse.

## **ARTICLE XII**

### **GUEST PRIVILEGES**

Guests of Members may be extended guest privileges subject to applicable guest fees, charges and the General Club Rules established from time to time by the Board of Directors. Guest privileges may be denied, withdrawn or revoked at any time for reasons considered sufficient by the Board of Directors in its sole and absolute discretion.

## **ARTICLE XIII**

### **BASE ASSESSMENTS, NEIGHBORHOOD ASSESSMENTS, AMENITY FEES, DUES, SPECIAL ASSESSMENTS, AND OTHER CHARGES**

Prior to the start of each fiscal year, the Board of Directors will set the Base Assessments, Neighborhood Assessments, Amenity Fees, Dues and fees to be charged to Members and guests for the ensuing fiscal year.

It will be the policy of the Club that the assessments and other fees, plus other receipts by the Club, will be sufficient, insofar as possible to project, to meet the annual operating and capital reserve needs of the Club. The assessments and other fees, as they are established from time to time by the Board of Directors, will, insofar as possible, reflect this stated policy.

Base Assessments, Neighborhood Assessments, and Amenity Fees will be billed to Members quarterly, shall be payable in advance, and shall be delinquent if unpaid for thirty (30) days.

Annual Dues for Equity Golf Members, Equity Associate Members, and Non Resident Golf Members, plus any applicable taxes, will be due and payable annually, in advance, at the beginning of each membership year. Memberships which terminate during the membership year are not entitled to a refund of any Dues, except as provided in Article X, 7. New Equity Golf Members, Equity Associate Members, and Non Resident Golf Members upon admission, will pay Dues prorata on the basis of the number of months remaining in the Club's membership year, including the month of acceptance. Other charges and fees for use of the Golf Facilities or the Social Facilities

shall be delinquent if unpaid for thirty (30) days. Annual Dues for Equity Associate Members will not exceed thirty-five percent (35%) of the Dues of Equity Golf Members.

When an Equity Golf, Equity Associate or Non Resident Golf membership is issued in more than one name, each individual will be jointly and severally liable for all Dues, fees, and other charges and liabilities associated with such membership.

Any Special Assessment for capital expenditures in excess of \$500 per Member, or per golf Member, must be approved by two-thirds (2/3) of the votes cast of the applicable class of Members of the Club entitled to vote in person or by proxy at any duly called and constituted annual or special meeting of the Members of the Club at which a quorum of the Members or class of Members is present. Capital assessments will be prorated among all Members or among Member classes, if applicable. Capital assessments relating to Golf Facilities will be allocated in the following manner: Any capital assessment for the Golf Facilities will be apportioned so that each Equity Associate Member will be assessed no more than sixty percent (60%) of the assessment charged to an Equity Golf Member and a Non Resident Golf Member. Only Equity Golf, Equity Associate and Non Resident Golf Members shall be assessed for capital expenditures relating to the Golf Facilities. Any assessment for improvements to the Area of Common Responsibility or the Social Facilities will be apportioned equally among all Members, including, in the case of the Social Facilities, the Non Resident Golf Members.

## **ARTICLE XIV**

### **DELINQUENCIES**

#### **1. Statement**

An itemized statement of any assessments, Amenity Fees, Dues, fees and current charges ("accounts") shall be mailed monthly to each Member and any such statement which is not paid in full to the Club within thirty (30) days from the date of such statement shall be deemed delinquent. Delinquent accounts will accrue a service charge of one and one-half percent (1-1/2%) per month from the date of the statement until paid in full. Members who have a delinquent account shall be subject to such action as is determined appropriate by the Board of Directors. The failure of any Equity Golf or Equity Associate Member to pay accounts within ninety (90) days from the date the same become delinquent shall constitute grounds for forfeiture of such Member's Equity Golf or Equity Associate membership in the Club. The Club shall endeavor to notify Members approximately thirty (30) days and again at approximately sixty (60) days after an account becomes delinquent, informing the Member that nonpayment is grounds for forfeiture of an Equity Golf, Equity Associate, or Non Resident Golf membership, but the Club's failure to provide either or both notices shall not be a defense to or a waiver of the Club's right to cause a membership to be forfeited.

## **2. Liens**

The Club will have a lien against each Member's Unit as provided by the Declaration and a Member's Equity Golf or Equity Associate Certificate for any unpaid assessments, Amenity Fees, Dues, fees or other charges made by any Member of the Club and costs advanced by the Club on behalf of the Member (by virtue of a guarantee of payment or otherwise), which lien will also accrue reasonable attorneys' fees incurred by the Club incident to the collection of such amounts, or the enforcement of such lien, whether or not legal proceedings are initiated. The said lien may, but need not be, recorded among the public records of Martin County, Florida, by filing a claim therein which states the name of the Member, the number of the membership the legal description of the Member's Unit and the amount claimed to be due, and said lien will continue in effect until all sums secured by the lien, together with all costs incurred in recording and enforcing said lien, will have been paid. Such claims of lien may be signed by an officer of the Club. Upon full payment, the Member making payment will be entitled to be reinstated as a Member in good standing of the Club and will be entitled to a satisfaction of lien to be prepared and recorded at the Member's expense. All such liens may be foreclosed by the Club, in any action at law or equity, or without legal proceedings upon five (5) days prior written notice of intended foreclosure, as may be deemed appropriate by the Club. The Club may also, at its option, sue to recover a money judgment for unpaid annual assessments, Amenity Fees, Dues, fees or other charges or costs advanced, without thereby waiving the lien securing the same. Provided, however, in no event may the Club collect delinquent Dues or other delinquent charges which relate to the use of Golf Facilities which, in the aggregate, exceed fifty per cent (50%) of the refundable amount of a Member's Equity Golf or Equity Associate Certificate.

No Member shall be permitted to create, incur, assume or suffer to exist upon such Member's membership any liens and security interests whatsoever except to the extent such lien and security interest represents a purchase money lien and security interest incurred as a result of acquiring the membership.

## **ARTICLE XV**

### **CORPORATE SEAL**

The Corporate Seal of the Club shall be circular in form and shall have inscribed thereon the name of the corporation and the words "seal", "Florida", "Florida Not for Profit Homeowners' Association" and the year of incorporation. The corporate seal shall be in the possession of the Secretary of the Club and be affixed by the Secretary to all documents relating to the official acts of the Club, as authorized by the Board of Directors.

**ARTICLE XVI**  
**MISCELLANEOUS**

**1. Fiscal Year**

The fiscal year of the Club shall commence on the first (1st) day of October and conclude on the last day of September. The fiscal year may be changed by the Board of Directors.

**2. Conflict Between By-Laws, Articles of Incorporation and Declaration**

In the event of a conflict between the terms of these By-Laws, the Articles of Incorporation, or the Declaration, the latter will prevail.

**3. Dissolution or Liquidation**

In the event of dissolution or final liquidation of the Club, the Golf Facilities of the Club, after payment of Club debts, will be distributed, as permitted by Florida law or a court having jurisdiction, among the holders of Equity Certificates in proportion to the value of the Equity Certificates .

**4. Parliamentary Rules**

Except as may be modified by Board resolution, *Robert's Rules of Order* (current edition) shall govern the conduct of Club proceedings when not in conflict with Florida law, the Articles of Incorporation, the Declaration, or these By-Laws

**5. Grandfather Provision**

Owners (a) who were not Members of the Club's predecessor as of December 31, 2003, or (b) who contracted to purchase a Unit before January 1, 2004, shall not be required to pay Initial Contributions for use and enjoyment of the Social Facilities acquired by the Club by merger on December 31, 2003. Those described in (b) above shall be liable for the \$1,500 Initial Contribution in effect prior to such merger. All such Owners shall be liable for Amenity Fees commencing January 1, 2005, or sooner, if they elect to exercise the privilege of access to the Social Facilities before that date.

**ARTICLE XVII**

**AMENDMENTS**

**1. By Members**

These By-Laws or the Articles of Incorporation may be altered, amended, or repealed or new By-Laws or Articles of Incorporation may be adopted only by (a) a

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majority vote of all of the members of the Board of Directors, and (b) a majority of the votes cast by the Members of the Club entitled to vote, in person or by proxy, at any duly called and constituted annual or special meeting of the Members of the Club at which a quorum of the Members is present.

## **2. By Board of Directors**

The By-Laws or the Articles of Incorporation may also be altered or amended by the Board of Directors, at any regular or special meeting of the Board of Directors, provided that the amendment or alteration shall be set forth in the notice of the meeting at which the matter is to be acted upon and provided that two-thirds (2/3) of the Board approves the amendment or alteration. Notwithstanding the foregoing, any amendment which is materially adverse to the rights of the Members must be approved by the Members.

## **3. Restrictions on Amendments**

The Members of the Club may not change or modify the rights and privileges associated with any class of membership unless approved by a majority of the Members in the class.

## **4. Unlawful Provisions**

If any provision of these By-Laws or any application thereof is declared unlawful or unenforceable, the remainder of these By-Laws and any other lawful or enforceable application of such provision shall not be affected thereby.

Prepared by/Return to:  
John B. McCracken, Esq.  
Jones, Foster, Johnston & Stubbs, P.A.  
P.O. Box 3475  
West Palm Beach, FL 33402

**AMENDED AND RESTATED**  
**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**  
**FOR**  
**WILLOUGHBY GOLF CLUB, INC.**

**Amended and Restated  
Declaration of Covenants, Conditions, and Restrictions  
for  
Willoughby Golf Club, Inc.**

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**AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
WILLOUGHBY**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("Declaration"), by Willoughby Golf Club, Inc., a Florida Not for Profit Homeowners' Association, (f/k/a Willoughby Community Association, Inc., and herein referred to as "Club") is effective the 31<sup>st</sup> day of December, 2003, at 11:59 p.m. on the real estate described in Exhibit "A" attached to the Declaration of Covenants, Conditions and Restrictions and incorporated therein by reference, as recorded at Official Record Book 787, page 222, Public Records of Martin County, Florida, as heretofore amended and supplemented ("Original Declaration").

This Declaration is an amendment to and restatement of the Original Declaration, as amended. All Supplemental Declarations, except that dated June 29, 1998, and recorded in Official Record Book 928, page 963, Public Records of Martin County, Florida, which has been deleted and overruled by amendment, shall remain in full force and effect and shall be restated by a document captioned Restated Supplements to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Willoughby to be recorded after this Declaration.

All of the property described in Exhibit "A" to the Original Declaration and any additional property which has been or will hereafter be subjected to this Declaration by Supplemental Declaration (as defined herein) shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property subjected to this Declaration and which shall be binding on all parties having any right, title, or interest in the described Properties or any part thereof, their successors, successors-in-title, and assigns, and shall inure to the benefit of each Owner thereof. This Declaration does not and is not intended to create a condominium within the meaning of the Florida Condominium Act, Fla. Stat. § 718.101, et seq.

**ARTICLE I**

**Definitions**

**"Amenity Fees"** shall mean and refer to the annual assessment fixed by the Board of Directors and charged to all Members for the use of and the maintenance, improvement, and operation of the Social Facilities. The Amenity Fees are also referred to as assessments in the Governing Documents.

**"Area of Common Responsibility"** shall mean and refer to the Common Area, together with those areas, if any, which, by the terms of this Declaration, the Declaration

of Easements and Covenant to Share Costs attached to the Original Declaration as Exhibit "C", which Declaration is unchanged by this Declaration except that the name "Willoughby Community Association, Inc." ("WCA") thereunder is changed to "Willoughby Golf Club, Inc." ("Club"), or by contract or agreement with any Neighborhood become the responsibility of the Club. The Office of any property manager employed by contracting with the Club, if located on the Properties, or any public rights-of-way within or adjacent to the Properties, may be part of the Area of Common Responsibility.

"Articles of Incorporation" or "Articles" shall mean and refer to the Articles of Incorporation of Willoughby Golf Club, Inc., as filed with the Secretary of State of Florida.

"Base Assessment" shall mean and refer to assessments levied against all Units in the Properties to fund Common Expenses other than Common Expenses relating to the Social Facilities.

"Board of Directors or Board" shall mean the elected body charged with and responsible for the management and administration of Willoughby Golf Club, Inc.

"By-Laws" shall mean and refer to the By-Laws of the Club, an amended and restated copy of which is attached hereto as Exhibit "CC" and incorporated herein by reference, as they may be amended from time to time.

"Club" shall mean and refer to Willoughby Golf Club, Inc., a Florida Not for Profit Homeowners' Association, its successors or assigns, which, pursuant to Chapter 720, F.S., is the Florida homeowners' association for the Willoughby Golf Club Community. The use of the term "association" or "associations" in lower case shall refer to any condominium association or other owners association having jurisdiction over any part of the Properties.

"Common Area" shall be an inclusive term referring to all General Common Area and all Exclusive Common Area, as defined herein.

"Common Expenses" shall mean and include the actual and estimated expenses incurred by the Club for the general benefit of all Unit Owners, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the By-Laws, and the Articles of Incorporation of the Club.

"Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard may be more specifically determined by the Board of Directors and the New Construction/Modifications Committee ("NCMC").

"Dues" shall mean and refer to the annual charge to Equity Golf or Equity Associate Members (or other members given playing privileges described in the By-Laws) for playing privileges on the Golf Facilities of the Club.

"Equity Certificates" shall include "Equity Golf Certificates", "Equity Associate Certificates", and "Equity Social Certificates" which may be issued by the Club to Members to evidence that portion of the Initial Contribution which is refundable and which are more fully described in the By-Laws. An Equity Certificate entitles its holder to playing privileges on the Golf Facilities as described herein, in the By-Laws, and the rules and regulations adopted by the Board of Directors.

"Equity Golf Member or Equity Associate Member" shall mean a Member or Non Resident who holds or purchases an Equity Golf Certificate or an Equity Associate Certificate.

"Exclusive Common Area" shall mean and refer to certain portions of the Common Area which are for the exclusive use and benefit of one or more, but less than all, Neighborhoods. All costs associated with maintenance, repair, replacement and insurance of Exclusive Common Area shall be assessed against the Owners of Units in only those Neighborhoods which are benefited thereby as a Neighborhood Assessment, as defined herein. By way of illustration and not limitation, Exclusive Common Area may include recreational facilities intended for the exclusive use of Owners within a particular Neighborhood or Neighborhoods and supported exclusively by Neighborhood Assessments. Initially, any Exclusive Common Area shall be designated as such and the exclusive use thereof shall be assigned in the deed conveying the Common Area to the Club. A portion of the Common Area may be assigned as Exclusive Common Area of a particular Neighborhood or Neighborhoods and Exclusive Common Area may be reassigned upon the vote of a majority of the votes within the Neighborhood(s) to which they are assigned.

"General Common Area" shall mean all real and personal property, other than the Social Facilities, which the Club now or hereafter owns or otherwise holds for the common use and enjoyment of all Owners.

"Golf Facilities" shall mean a portion of the Properties which are operated as a golf course and related facilities as further described in Exhibit "AA" attached hereto and incorporated herein by reference. The Golf Facilities are limited common areas held for the use and enjoyment of Equity Golf Members, Equity Associate Members, Non Resident Golf Members, and others given playing privileges by the By-Laws or the Board of Directors.

"Governing Documents" shall mean the Declaration, the Articles of Incorporation, and the By-Laws of the Club, as amended from time to time.

"Initial Contribution" shall mean the contribution determined by the Board of Directors and charged to Members joining the Club.

"Master Development Plan" shall mean and refer to the plan for the development of the property described on Exhibits "A" and "B" of the Original Declaration approved by Martin County, Florida, as it may be amended from time to time.

"Member" shall mean and refer to an Owner who has paid an Initial Contribution.

"Mortgage" shall mean and refer to a mortgage, a deed of trust a deed to secure debt, or any other form of security deed.

"Mortgagee" shall mean and refer to a beneficiary or holder of a Mortgage.

"Mortgagor" shall mean and refer to any Person who gives a Mortgage.

"Neighborhood" shall mean and refer to each separately developed and denominated residential area comprised of one (1) or more housing types subject to this Declaration, whether or not governed by an additional owners association, in which Owners may have common interests other than those common to all Club Members, such as a common theme, entry feature, development name, and/or common areas and facilities which are not available for use by all Club Members. For example, and by way of illustration and not limitation, each cluster home development shall constitute a separate Neighborhood. In addition, each parcel of land intended for development as any of the above shall constitute a separate Neighborhood, subject to division into more than one (1) Neighborhood upon development. It shall not be necessary for any Neighborhood to be governed by an additional owners association except in the case of a condominium or otherwise as required by law. Neighborhoods may be divided or combined in accordance with Article III, Section 3, of this Declaration.

"Neighborhood Assessments" shall mean assessments levied against the Units in a particular Neighborhood or Neighborhoods to fund Neighborhood Expenses.

Any Neighborhood Assessment shall be levied equally against all Units in the Neighborhood(s) benefiting from the services supported thereby, provided that in the event of assessments for exterior maintenance of structures, or insurance on structures, or replacement reserves which pertain to particular structures, such assessments for the use and benefit of particular Units shall be levied on a prorata basis among the benefited Units.

"Neighborhood Expenses" shall mean and include the actual and estimated expenses incurred by the Club for the benefit of Owners of Units within a particular Neighborhood or Neighborhoods, which may include a reasonable reserve for capital repairs and replacements, all as may be specifically authorized from time to time by the

Board of Directors and as more particularly authorized herein. Neighborhood Expenses may be shared by one (1) or more benefited Neighborhoods.

"Non Resident" shall mean a person given certain membership rights by the Board of Directors or the Governing Documents, although such person does not own a Unit or have a right to vote, except that Non Resident Golf Members holding Equity Golf Certificates shall have the right to vote with Equity Golf Members and Equity Associate Members on matters involving the Golf Facilities.

"Owner" shall mean and refer to one (1) or more Persons who hold the record title to any Unit which is part of the Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit is sold under a recorded contract of sale, and the contract specifically so provides, then the purchaser (rather than the fee Owner) will be considered the Owner. If a Unit is subject to a written lease with a term in excess of one (1) year and the lease specifically so provides, then upon filing a copy of the lease with the Board of Directors the lessee (rather than the fee Owner) will be considered the Owner for the purpose of exercising all privileges of membership in the Club.

"Person" means a natural person, a corporation, a partnership, a trustee, or any other legal entity.

"Properties" shall mean and refer to the real property described in Exhibit "A" to the Original Declaration, together with such additional property which has been or is hereafter subjected to this Declaration by Supplemental Declaration.

"Social Facilities" shall mean the clubhouse, pool, tennis and related facilities of the Club which are more fully described in Exhibit "BB" to this Declaration.

"Supplemental Declaration" shall mean an amendment or supplement to this Declaration which subjects additional property to this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the land described therein.

"Unit" shall mean a portion of the Properties, whether developed or undeveloped, intended for development, use, and occupancy as an attached or detached residence for a single family, and shall, unless otherwise specified, include within its meaning cluster homes, patio or zero lot line homes, and single-family detached houses on one or more separately platted lots, as well as vacant land intended for development as such, all as may be developed, used, and defined as herein provided or as provided in Supplemental Declarations covering all or part of the lot owned as well as any structure thereon.

## ARTICLE II

### Property Rights

Every Owner shall have a right and easement of enjoyment in and to the Common Area and the Social Facilities, subject to this Declaration as it may be amended from time to time and to any restrictions or limitations contained in the By-Laws and any deed conveying such property to the Club. Any Owner may delegate his or her right of enjoyment to the members of his or her family, lessees and social invitees, as applicable, subject to reasonable regulation by the Board and in accordance with procedures it may adopt. An Owner who leases his or her Unit shall be deemed to have delegated all such rights to the Unit's lessee.

Access to the Golf Facilities is strictly subject to the rules and procedures established by the Board of Directors of the Club. No Owner, Member, or occupant gains any right to enter or to use the Golf Facilities by virtue of ownership or occupancy of a Unit unless such Owner is also an Equity Golf Member, an Equity Associate Member, or is granted playing privileges as set forth in the Governing Documents.

## ARTICLE III

### Membership and Voting Rights

Section 1. Membership. Every Owner, as defined in Article I, as of December 31, 2003, and additionally every Owner who thereafter pays the Initial Contribution in effect at the time such Owner acquires title to a Unit, shall be a Member.

No Owner, whether one (1) or more Persons, except for Equity Golf or Equity Associate memberships, shall have more than one (1) membership per Unit owned. In the event the Owner of a Unit is more than one (1) Person, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership may be exercised by a Member or the Member's spouse, subject to the provisions of this Declaration and the By-Laws. The membership rights of a Unit owned by a corporation or other artificial Person shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary, subject to the provisions of this Declaration and the By-Laws.

Section 2. Voting. The Club shall have four (4) classes of membership, Memberships, Equity Golf memberships, Equity Associate memberships, and Non Resident Golf memberships.

(a) Members shall have the privilege to use the Social Facilities as provided by the By-Laws and rules and regulations promulgated by the Board of Directors from time to time. A Member shall have one (1) vote on all matters submitted to the Members for vote, except matters relating to the Golf Facilities, and shall have all rights

as a member of a Florida homeowners' association pursuant to Chapter 720, Florida Statutes, as amended and as limited by the Governing Documents and rules and regulations promulgated by the Board of Directors from time to time.

(b) Members may become Equity Golf Members or Equity Associate Members as provided in the By-Laws, by application and payment of the Initial Contribution required for such membership together with Dues and other charges as shall be in effect from time to time. Equity Golf Members and Equity Associate Members shall have playing privileges on the Golf Facilities as provided by the By-Laws and rules and regulations promulgated by the Board of Directors from time to time. Equity Golf Members, Equity Associate Members and Non Resident Golf Members shall have two (2) votes per membership on matters submitted to Members for a vote which relate to the Golf Facilities.

## ARTICLE IV

### Maintenance

#### Section 1. Club's Responsibility.

(a) Maintenance by Club. The Club shall maintain and keep in good repair the Area of Common Responsibility, the Social Facilities and the Golf Facilities, such maintenance to be funded as hereinafter provided. This maintenance shall include, but need not be limited to, maintenance, repair and replacement, subject to any insurance then in effect, of all lakes, ponds and other bodies of water, and the bulk heads forming the boundaries of such bodies of water, within the Properties which serve as part of the drainage system for the Properties; all landscaping and other flora, structures, and improvements, including all private streets, situated upon the Common Area (except as otherwise specifically provided in Sections 2 and 3 below), and such portions of any additional property included within the Area of Common Responsibility as may be dictated by this Declaration, or by a contract or agreement for maintenance thereof by the Club. The Club shall also perform such maintenance as is required by the provisions of that Declaration of Easements and Covenant to Share Costs attached to the Original Declaration as Exhibit "C" and incorporated herein by this reference, and the Club's share of such maintenance expense shall be a Common Expense to be allocated among all Units.

Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of General Common Area and of the Social Facilities shall be a Common Expense to be allocated among all Units as part of the Base Assessment and the Amenity Fees. All costs associated with maintenance, repair and replacement of Exclusive Common Area shall be a Neighborhood Expense assessed as a Neighborhood Assessment solely against the Units within the Neighborhood(s) to which the Exclusive Common Area are assigned, notwithstanding that the Club may be responsible for performing such maintenance hereunder.

The Club shall also be responsible for exterior grounds maintenance within any Neighborhood and maintenance, repair and replacement of other property within any Neighborhood to the extent designated in any Supplemental Declaration affecting the Neighborhood. The Club may also assume maintenance responsibilities with respect to any Neighborhood in addition to those designated by Supplemental Declaration. This assumption of responsibility may take place either by agreement with the Neighborhood or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the Community-Wide Standard of the Properties. All costs of maintenance pursuant to this paragraph shall be assessed as a Neighborhood Assessment only against the Units within the Neighborhood to which the services are provided. The provision of services in accordance with this Section shall not constitute discrimination within a class.

Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Golf Facilities shall be an expense of the Equity Golf Members, Equity Associate Members, and Non Resident Golf Members to be allocated among them as part of the Dues and, if applicable, assessments.

The Club may maintain other property which it does not own, including, without limitation, property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard. The costs of such maintenance shall be allocated among the benefited Units as a Base Assessment, Neighborhood Assessment, or Special Assessment against a particular Unit, as the Board of Directors determines appropriate.

Notwithstanding the above, the costs of operating and maintaining irrigation pumps, wells, water lines, time clocks and similar irrigation equipment serving more than one Neighborhood, or serving one or more Neighborhoods and any portion of the Common Area, shall be allocated between the benefited Neighborhood(s), or the benefited Neighborhood(s) and the benefited portion of the Common Area, in the same proportion as the acreage of landscaped area within each bears to the total acreage of all landscaped areas served by such irrigation equipment, with each Neighborhood's share of such expenses being a Neighborhood Expense to be allocated equally among the Units in such Neighborhood and levied as a Neighborhood Assessment, and in the Common Area's share, if any, of such expenses being a Common Expense to be included in the Club's operating budget and funded through the levy of Base Assessments.

(b) Failure to Maintain. If the Club fails at any time to maintain the Common Area or the Social Facilities in reasonable order and condition in accordance with the final Master Development Plan, then the Board of County Commissioners of Martin County, Florida, may serve written notice by certified mail, return receipt requested, upon the Club and upon each Owner, which notice shall set forth the manner in which

the Club has failed to maintain the Common Area or the Social Facilities in reasonable order and condition and shall demand that such failure be remedied within thirty (30) days of the sending of such notice, or in the alternative that the Club appear before the Board of County Commissioners at a specified time (at least ten (10) days but not more than thirty (30) days after the sending of such notice) either to contest the alleged failure to maintain the Common Area or the Social Facilities or to show cause why it cannot remedy such failure within the thirty (30) day period. If such failure has not been remedied within the thirty (30) day period or such longer period as the Board of County Commissioners may have allowed, then the Board of County Commissioners, in order to preserve the taxable values of the Units within the Properties and to prevent the Common Area or the Social Facilities from becoming a public nuisance, shall hold a public hearing to consider the advisability of Martin County entering upon such Common Area or the Social Facilities and maintaining them for a period of one (1) year. Martin County shall have the right of entry, possession and maintenance, provided that the above procedures have been followed, and such entry, possession and maintenance shall not constitute a trespass. Such entry, possession and maintenance shall not give the public any right to use the Common Area or the Social Facilities. The Board of County Commissioners may, upon public hearing with notice given and published in the manner provided above, return possession and maintenance of the Common Area or the Social Facilities to the Club, its successors or assigns, abandon such possession and maintenance, or continue such possession and maintenance for an additional one (1) year period. The costs of such maintenance by Martin County shall become a charge or lien on the Units and such charge shall be paid by the Owners of such Units within thirty (30) days after receipt of a statement therefor.

Section 2. Owner's Responsibility. Each Owner shall maintain his or her Unit and all structures, parking areas and other improvements comprising the Unit. In addition, Owners of Units which are adjacent to the Golf Facilities shall maintain and irrigate that portion of the golf course property between the Unit boundary and the fairway or lake water's edge or wetlands preserve, as more fully described and to the extent required by the Design Guidelines promulgated pursuant to Article XI hereof. Owners of Units which are adjacent to any portion of the Common Area on which walls have been constructed shall maintain and irrigate that portion of the Common Area which lies between the wall and the Unit boundary. Owners of Units fronting on any roadway within the Properties shall maintain driveways serving their respective Units and shall maintain and irrigate landscaping on that portion of the Common Area, if any, or right-of-way between the Unit boundary and the nearest street curb. Owners of Units fronting on the water's edge or upon greenbelt buffer fronting the water's edge of any lake or other body of water within the Properties shall maintain and irrigate all landscaping between the Unit boundary and such water's edge; provided, the Owners shall have no right to remove trees, shrubs or similar vegetation from this area without prior approval pursuant to Article XI hereof.

All maintenance required by this Section 2 shall be performed in a manner consistent with the Community-Wide Standard and all applicable covenants, unless

such maintenance responsibility is otherwise assumed by or assigned to a Neighborhood pursuant to any additional declaration of covenants applicable to such Unit. If any Owner fails properly to perform his or her maintenance responsibility, the Club may perform it and assess all costs incurred by the Club against the Unit and the Owner thereof in accordance with Article X, Section 4 of this Declaration; provided, however, except when entry is required due to an emergency situation, the Club shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry.

Notwithstanding any provision to the contrary in this Declaration or in any Supplemental Declaration, each Owner shall be responsible for collecting, removing and disposing of any leaves, fruit and other debris which may drop or fall to the ground from fruit trees situated within the boundaries of such Owner's Unit, regardless of whether the Club is responsible for maintaining other landscaping on the Unit and regardless of whether such trees were planted as part of the initial construction on the Unit or thereafter. The Owner shall cause such leaves, fruit and other debris to be removed at least weekly or more often if necessary to permit the Club to perform its maintenance responsibilities. Upon any Owner's failure to do so, the Club may provide the necessary maintenance, without notice to the Owner if necessary, to allow the Club to perform its maintenance responsibilities and in such event the Club may charge the cost of such maintenance and a reasonable administrative charge to the Owner of the Unit in addition to such other remedies as may be available to the Club under this Declaration and the By-Laws.

Section 3. Neighborhood's Responsibility. Upon resolution of the Board of Directors, each Neighborhood shall be responsible for paying, through Neighborhood Assessments, costs of maintenance of certain portions of the Area of Common Responsibility within or adjacent to such Neighborhood, which may include, without limitation, the costs of maintenance of any right-of-way and greenspace between the Neighborhood and adjacent public roads, private streets within the Neighborhood, and lakes or ponds within the Neighborhood, regardless of ownership and regardless of the fact that such maintenance may be performed by the Club.

Any Neighborhood Association with common property adjacent to the Golf Facilities shall maintain and irrigate that portion of the golf course property between the boundary of such common property and the fairway to lake water's edge or wetlands preserve, as more fully described and to the extent required by the Design Guidelines promulgated pursuant to Article XI hereof. Any Neighborhood Association whose common property is adjacent to any portion of the Common Area upon which a wall is constructed shall maintain and irrigate that portion of the Common Area between the wall and the Neighborhood Association's property line. Any Neighborhood Association whose common property fronts on any roadway within the Properties shall maintain and irrigate the landscaping on that portion of the Common Area or right-of-way between the property line and the nearest curb of such roadway. Any Neighborhood Association whose common property fronts the water's edge, or greenbelt buffer fronting the water's

edge, of any lake or other body of water within the Properties shall maintain and irrigate all landscaping between its property line and such water's edge; provided, there shall be no right to remove trees, shrubs or similar vegetation from this area without prior approval pursuant to Article XI hereof.

Any Neighborhood having responsibility for maintenance of all or a portion of the property within a particular Neighborhood pursuant to additional covenants affecting the Neighborhood shall perform such maintenance responsibility in a manner consistent with the Community-Wide Standard. If any such Neighborhood fails to perform its maintenance responsibility as required herein and in any additional covenants, the Club may perform it and assess the costs against all Units within such Neighborhood as provided in Article X, Section 4 of this Declaration.

Section 4. Party Walls, Party Fences and Party Driveways.

(a) Applicability. Each wall, fence or driveway built as part of the original construction on the Units:

(i) any part of which is built upon or straddling the boundary line between two adjoining Units; or

(ii) which is built within eight feet of the boundary line between adjoining Units, has no windows or doors, and is intended to serve as a privacy wall for the benefit of the adjoining Unit; or

(iii) which, in the reasonable determination of the Board, otherwise serves and/or separates two adjoining Units, regardless of whether constructed wholly within the boundaries of one Unit; shall constitute a party wall, party fence, or party driveway, respectively (herein referred to as "party structures"). The Owners of each such Unit (the "Adjoining Owners") shall own that portion of the party structure lying within the boundaries of their respective Units and shall have an easement for use and enjoyment and, if needed, for support, in that portion, if any, of the party structure lying within the boundaries of the adjoining Unit.

(b) Maintenance. Upon written request of either Adjoining Owner, which request is delivered to the Board with a copy to the other Adjoining Owner, and agreement of the Board that a party structure is in need of maintenance, repair or replacement, the Board shall perform the necessary maintenance, repair or replacement of the party structure on behalf of the Owners. Except as otherwise provided in subsection (c) below, all costs of such maintenance, repair or replacement shall be assessed equally to the Adjoining Owners and their Units as a Special Assessment pursuant to Article X, Section 4(c) of this Declaration.

(c) Damage and Destruction. Each Adjoining Owner shall be responsible for maintaining a property insurance policy on that portion of any party structure lying within

the boundaries of such Owner's Unit, as more particularly provided in Article V, Section 2, and shall be entitled to all insurance proceeds paid under such policy on account of any insured loss.

If a party structure is destroyed or damaged by fire or other casualty, the Board shall proceed promptly to repair or restore the party structure and shall assess all costs incurred against the Adjoining Owner who is responsible for insuring the party structure and against his Unit as a Special Assessment pursuant to Article X, Section 4(c). If both Adjoining Owners are responsible for insuring portions of the party structure, then such costs shall be assessed equally against the Adjoining Owners and their Units. However, nothing herein shall prejudice the right of either Adjoining Owner to recover from the other under any rule of law regarding liability for negligent or willful acts or omissions.

#### Section 5. Privacy Gates.

(a) Definition. For purposes of this Section, a "privacy gate" shall be a structure comprised of an entry gate and its supporting walls, which structure runs generally perpendicular to the boundary line between two adjoining Units, is connected to the dwellings on such adjoining Units, and serves to restrict access to the area between such adjoining Units, and serves to restrict access to the area between such adjoining Units for the purpose of affording privacy to persons using the courtyard area of the Unit on which the entry gate itself is located (the "Benefited Unit").

(b) Easement. The Owners of each of the adjoining Units (the "Adjoining Owners") shall own that portion of the privacy gate lying within the boundaries of their respective Units and the Owner of the Benefited Unit shall have an easement for use and enjoyment of that portion of the privacy gate lying within the boundaries of the adjoining Unit.

(c) Maintenance. Upon written request of either Adjoining Owner, which request is delivered to the Board with a copy to the other Adjoining Owner, and agreement of the Board that a privacy gate is in need of maintenance, repair, or replacement, the Board shall perform the necessary maintenance, repair or replacement of the privacy gate on behalf of the Adjoining Owners. Except as otherwise provided in subsection (d) below, all costs of such maintenance, repair or replacement shall be assessed against the Benefited Unit and the Owner thereof as a Special Assessment pursuant to Article X, Section 4 (c) of this Declaration.

(d) Damage and Destruction. The Owner of the Benefited Unit shall have an insurable interest in and shall be responsible for maintaining a property insurance policy on the entire privacy gate, including that portion lying within the boundaries of the adjoining Unit, and shall be entitled to all insurance proceeds paid under such policy on account of any insured loss. In the event that a privacy gate is damaged or destroyed by fire or other casualty, the Board shall proceed promptly to repair or restore the

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privacy gate and shall assess all costs incurred against the Benefited Unit and the Owner thereof as a Special Assessment pursuant to Article X, Section 4(c) of this Declaration.

## ARTICLE V

### Insurance and Casualty Losses

Section 1. Insurance. The Club's Board of Directors or its duly authorized agent shall have the authority to and shall obtain all-risk insurance, if reasonably available, for all insurable improvements on the Common Area. If all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to comply with an eighty percent (80%) co-insurance clause.

In addition to casualty insurance on the Common Area the Club may, upon request of a Neighborhood, and shall, if so specified in a Supplemental Declaration affecting the Neighborhood, obtain and continue in effect adequate all-risk insurance, if reasonably available, on properties within the Neighborhood. If all-risk insurance is not reasonably available, then fire and extended coverage may be substituted. Such coverage may be in such form as the Board of Directors deems sufficient to comply with the eighty percent (80%) co-insurance clause. The costs thereof shall be charged to the Owners of Units within the benefited Neighborhood as a Neighborhood Assessment, as defined in Article I hereof.

Insurance obtained on the properties within any Neighborhood, whether obtained by such Neighborhood or the Club, shall at a minimum comply with the applicable provisions of this Section 1, including the provisions of this Article applicable to policy provisions, loss adjustment, and all other subjects to which this Article applies with regard to insurance on the Common Area. All such insurance shall include a replacement cost endorsement. All such policies shall provide for a certificate of insurance to be furnished to each Member insured, to the Club, and to the Neighborhood Association, if any.

The Board shall also obtain a public liability policy covering the Area of Common Responsibility, the Social Facilities, the Golf Facilities, the Club and its Members for damage or injury caused by the negligence of the Club or any of its Members or agents. The public liability policy shall have at least a Three Million Dollar (\$3,000,000) limit per occurrence with respect to bodily injury and property damage.

Premiums for all insurance on the Common Area and Social Facilities shall be Common Expenses of the Club and shall be included in the Base Assessment; provided, in the discretion of the Board of Directors, premiums for insurance on the Exclusive Common Area may be included in the Neighborhood Assessment of the Neighborhood benefited thereby. Premiums on all insurance on the Golf Facilities shall

be an expense of the Equity Golf Members, Equity Associate Members, and Non Resident Golf Members and shall be included in Dues and otherwise chargeable only to such Members. The policies may contain reasonable deductibles.

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

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

(b) All policies on the Common Area shall be for the benefit of the Club and its Members; all policies on the Golf Facilities shall be for the benefit of Equity Golf Members, Equity Associate Members, and Non Resident Golf Members; and all policies secured at the request of a Neighborhood shall be for the benefit of the Neighborhood Association, if any, the Owners of Units within the Neighborhood, and their Mortgagees, as their interests may appear.

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

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

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

In addition to the other insurance required by this Section, the Board shall obtain, as a Common Expense, worker's compensation insurance if and to the extent required by law, directors' and officers' liability coverage, if reasonably available, a fidelity bond or bonds on directors, officers, employees, and other Persons handling or responsible for the Club's funds, if reasonably available. The Board shall comply with Florida Statutes with regard to minimum levels of insurance required.

**Section 2. Individual Insurance.** By virtue of taking title to a Unit subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Club that each Owner shall carry all-risk property insurance on the Unit(s) and

structures constructed thereon meeting the same requirements as set forth in Section 1 of this Article V for insurance on the Common Area, unless the Neighborhood in which the Unit is located or the Club carries such insurance (which they are not obligated to do hereunder). Each Owner further covenants and agrees that, in the event of a partial loss or damage resulting in less than total destruction of structures comprising his Unit, the Owner shall remove all debris within sixty (60) days and complete repair or reconstruction of the damaged structure within one (1) year in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article XI of this Declaration. The Owner shall pay any costs of repair or reconstruction which are not covered by insurance proceeds. In the event that the structure is totally destroyed, the Owner may decide not to rebuild or to reconstruct, in which case the Owner shall clear the Unit of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction, and, thereafter, the Owner shall continue to maintain the Unit in a neat and attractive condition consistent with the Community-Wide Standard.

A Neighborhood may have more stringent requirements regarding the standards for rebuilding or reconstructing structures on the Units within the Neighborhood and the standard for returning the Units to their natural state in the event the structures are not rebuilt or reconstructed.

#### ARTICLE VI

##### No Partition

Except as is permitted in the Declaration or amendments thereto, there shall be no judicial partition of the Common Area, the Social Facilities, the Golf Facilities, or any part thereof, nor shall any Person acquiring any interest in the Properties or any part thereof seek any judicial partition unless the Properties have been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

#### ARTICLE VII

##### Condemnation

Whenever all or any part of the Common Area, Social Facilities, or Golf Facilities shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Members representing at least sixty-seven (67%) percent of the vote in the Club) by any authority having the power of condemnation or eminent domain, each Member shall be entitled to notice thereof. The award made for such taking shall be payable to the Club as trustee for all Members to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, including Social Facilities, then, unless within sixty (60) days after such taking Members representing at least sixty-seven (67%) percent of the total vote of the Club shall otherwise agree, the Club shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefor, in accordance with plans approved by the Board of Directors. If such improvements are to be repaired or restored, the above provisions in Article V hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply.

If the taking does not involve any improvements on the Common Area or the Social Facilities, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Club and used for such purposes as the Board of Directors of the Club shall determine.

If the taking involves any portion of the Golf Facilities, the Club shall restore the remaining facilities or replace the facilities taken, as determined by the Board of Directors.

## ARTICLE VIII

### Annexation of Additional Property

Subject to the consent of the Owner thereof, the Club may annex real property and subject it to the provisions of this Declaration and the jurisdiction of the Club. Such annexation shall require the affirmative vote of the Members representing a majority of the votes in the Club or, in the case of an addition to the Golf Facilities, of a majority of the Equity Golf Members, Equity Associate Members, and Non Resident Golf Members present at a meeting duly called for such purpose.

Annexation shall be accomplished by recording in the public records of Martin County, Florida, a Supplemental Declaration describing the property being annexed. Any such Supplemental Declaration shall be signed by the president and the secretary of the Club and by the owner of the property being annexed and any such annexation shall be effective upon recording, unless otherwise provided therein. The relevant provisions of the By-Laws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for and the proper form of notice of any meeting called for the purpose of considering annexation pursuant to this Article and to ascertain the presence of a quorum at such meeting.

## ARTICLE IX

### Right and Obligations of the Club

Section 1. Common Area, Social Facilities, and Golf Facilities. The Club, subject to the rights of the Members set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area, Social Facilities, and Golf Facilities and all improvements thereon (including, without limitation, furnishings and equipment related thereto and common landscaped areas), and shall keep them in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof and consistent with the Community-Wide Standard and that Development Order for Bessemer Properties, a Development of Regional Impact, adopted by the Board of County Commissioners for Martin County, Florida, on December 11, 1984, as Resolution No. 84-12.13 and recorded in Book 656, page 2346, et seq., of the Public Records of Martin County, Florida ("Development Order").

Section 2. Personal Property for Common Use. The Club, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property.

Section 3. Rules and Regulations. The Club, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Properties, the Common Area, the Social Facilities, and the Golf Facilities, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines and suspension of the right to vote and the right to use any recreational facilities on the Common Area, the Social Facilities and/or the Golf Facilities, and exclusion from the Properties of any contractor, subcontractor, agent or other invitee who fails to comply with the provisions of such rules and regulations. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the By-Laws of the Club.

The Club, through the Board, by contract or other agreement, shall have the right to enforce county ordinances and to permit Martin County to enforce ordinances on the Properties for the benefit of the Club and its Members.

Section 4. Implied Rights. The Club may exercise any other right or privilege given to it expressly by Florida law, this Declaration or the By-Laws, and every other right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 5. Governmental Interests. The Club shall designate sites within the Properties for fire, police, water, and sewer facilities, public schools and parks, and other public facilities.

Section 6. Habitat Management Plan. The Club shall be responsible for implementing and carrying out the habitat management plan established pursuant to the Development Order. The cost thereof shall be a Common Expense allocated among all Units.

Section 7. Water Management Permits. As required by South Florida Water Management District, the environmental resource and/or surface water management permit for Willoughby, including its conditions, shall be an appendix to the rules and regulations as an exhibit. The Registered Agent for the Club shall maintain copies of all further permitting actions for the benefit of the Club.

Section 8. Utility Providers. The Club shall be authorized to contract with private and municipal service providers and utilities for the establishment of various services and utilities to the Units at a group rate. The services and utilities which the Club may contract for shall include, but need not be limited to, cable or satellite television service, computer and communications technology, security, garbage, disposal and similar services. The fees, service charges or other costs incurred by the Club in providing such services to all Units shall be a Common Expense allocated among all Units.

## ARTICLE X

### Assessments

Section 1. Creation of Assessments. There are hereby created assessments for Club expenses as may from time-to-time specifically be authorized by the Board of Directors to be commenced at the time and in the manner set forth in Section 7 of this Article. There shall be six (6) types of assessments: (a) Base Assessments to fund Common Expenses for the benefit of all Members of the Club; (b) Amenity Fees to fund Common Expenses relating to the Social Facilities; (c) Neighborhood Assessments for Neighborhood Expenses benefiting only Units within a particular Neighborhood or Neighborhoods; (d) Special Assessments as described in Section 4 below; (e) capital or operating deficit assessments on Equity Golf, Equity Associate and Non Resident Golf Members for capital needs or operating deficits as described in the By-Laws; and (f) operating deficit assessments on all Members as described in the By-Laws.

Base Assessments and Amenity Fees shall be levied equally on all Units. Neighborhood Assessments shall be levied equally on all Units within the Neighborhood for whose benefit Neighborhood Expenses are incurred as provided in Section 3 below. Special Assessments shall be levied as provided in Section 4 below. Operating deficit assessments and assessments on Equity Golf, Equity Associate, and Non Residential Golf Members shall be levied as set forth in the By-Laws. Each Owner, by acceptance of a deed or recorded contract of sale for any portion of the Properties, is deemed to covenant and agree to pay these assessments.

All assessments, Amenity Fees, Initial Contributions (sometimes referred to as "Common Expenses"), and Dues, together with interest (at a rate not to exceed the highest rate allowed by Florida law) as computed from the date the delinquency first occurs, late charges, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Unit against which each Common Expense or Dues are made. Common Expenses and Dues, together with interest, late charges, costs, and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Unit at the time the assessment or charge arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no first Mortgagee who obtains title to a Unit pursuant to the remedies provided in the Mortgage shall be liable for unpaid Common Expenses or Dues which accrued prior to such acquisition of title or membership.

The Club shall, upon demand at any time, furnish to any Owner liable for any type of Common Expense or Dues a certificate in writing signed by an officer of the Club setting forth whether Common Expenses or Dues have been paid as to any particular Unit. Such certificate shall be conclusive evidence of payment to the Club of such Common Expenses or Dues therein stated to have been paid. The Club may require the advance payment of a processing fee not to exceed Fifty (\$50) Dollars for the issuance of such certificate.

Common Expenses and Dues shall be paid in such manner and on such dates as may be fixed by the Board of Directors or the By-Laws which may include, without limitation, acceleration of the annual Base Assessment and any Neighborhood Assessment for delinquents. Unless the Board otherwise provides, the Base Assessment, Amenity Fees, and any Neighborhood Assessment shall be paid in quarterly installments, but Dues shall be prepaid annually in advance.

No Owner may waive or otherwise exempt himself from liability for the Common Expenses provided for herein, including, by way of illustration and not limitation, by non-use of Common Areas, Social Facilities or abandonment of the Unit. The obligation to pay Common Expenses is a separate and independent covenant on the part of each Owner. No diminution or abatement of Common Expenses or set-off shall be claimed or allowed by reason of any alleged failure of the Club or Board to take some action or perform some function required to be taken or performed by the Club or Board under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Club, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

Section 2. Computation of Base Assessments and Amenity Fees. It shall be the duty of the Board annually to prepare a budget covering the estimated Common

Expenses of the Club during the coming year. The budget may include a capital contribution establishing a reserve fund.

The Base Assessment and Amenity Fees to be levied for the coming year against each Unit subject to assessment under Section 7 below shall be computed by dividing the budgeted Common Expenses by the total number of Units subject to assessment and reasonably anticipated to become subject to assessment pursuant to Section 7 below during the fiscal year for purposes of assessment. The Board shall cause a copy of the Common Expenses budget and notice of the amount of the Base Assessment and Amenity Fees to be levied against each Unit for the following year to be delivered to each Owner at least fifteen (15) days prior to the beginning of the fiscal year. Such budget assessment and Amenity Fees shall become effective unless disapproved at a meeting of the Members by Members representing at least a majority of the total votes in the Club.

Notwithstanding the foregoing, however, in the event the proposed budget is disapproved or the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

Section 3. Computation of Neighborhood Assessments. It shall be the duty of the Board annually to prepare a separate budget covering the estimated Neighborhood Expenses to be incurred by the Club for each Neighborhood on whose behalf Neighborhood Expenses are expected to be incurred during the coming year. The Board shall be entitled to set such budget only to the extent that this Declaration or the By-Laws specifically authorizes the Board to assess certain costs as a Neighborhood Assessment. Any Neighborhood may request that additional services or a higher level of services be provided by the Club, and in such case, any additional costs shall be added to such budget. Such budget may include a capital contribution establishing a reserve fund for repair and replacement of capital items within the Neighborhood, as appropriate. Neighborhood Expenses shall be allocated equally among all Units within the Neighborhood(s) benefited thereby and shall be levied as a Neighborhood Assessment; provided, if the Supplemental Declaration applicable to the Neighborhood so provides, certain Neighborhood Expenses shall be allocated only among benefited Units in proportion to the benefit received. The Board shall cause a copy of such budget and notice of the amount of the Neighborhood Assessment to be levied on each Unit for the coming year to be delivered to each Owner of a Unit in the benefited Neighborhood(s) at least fifteen (15) days prior to the beginning of the fiscal year. Such budget and assessment shall become effective unless disapproved by a majority of the Owners of Units in the Neighborhood to which the Neighborhood Assessment applies; provided, there shall be no obligation to call a meeting for the purpose of considering the budget except on petition of Owners of at least ten (10%) percent of the Units in such Neighborhood and provided further, the right to disapprove shall apply only to

those line items in the Neighborhood budget which are attributable to services requested by the Neighborhood.

In the event the proposed budget for any Neighborhood is disapproved or the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

#### Section 4. Special Assessments.

(a) Entire Membership. The Board of Directors may levy Special Assessments from time to time; provided, any such assessment which would exceed Five Hundred Dollars (\$500) per Unit payable in any one year shall require the affirmative vote or written consent, or any combination thereof, by sixty-seven percent (67%) of the Members present and voting at a duly-called meeting, or casting ballots in the absence of a meeting. Special Assessments pursuant to this paragraph shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

(b) Less Than All Members. The Club may levy a Special Assessment against such Member's Unit to reimburse the Club for costs incurred in bringing a Member and his Unit into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the By-Laws, or the Club rules, which Special Assessment may be levied upon the vote of the Board after notice to the Member and an opportunity for a hearing. The Club may also levy a Special Assessment against the Units in any Neighborhood to reimburse the Club for costs incurred in bringing the Neighborhood into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the By-Laws, and the Club rules and regulations, which Special Assessment may be levied upon the vote of the Board after notice to the senior officer of the Neighborhood and an opportunity for a hearing.

(c) The Club may also levy Special Assessments against a particular Unit or Units constituting less than all Units within the Properties or within a Neighborhood to cover the costs, including overhead and administrative costs, of providing benefits, items, or services to the Unit or occupants thereof upon request of the Owner or pursuant to any provision of this Declaration or any Supplemental Declaration specifically authorizing such assessment, which assessments may, but need not, be levied in advance of the provision of the benefit, item or service as a deposit against charges to be incurred by the Owner.

(d) The Club may also levy assessments against Equity Golf Members, Equity Associate Members, and Non Resident Golf Members for operating deficits or for capital maintenance, repair, and replacement or for additions to the Golf Facilities as set forth in this Article and the By-Laws.

Section 5. Lien for Assessments. Upon recording of a notice of lien on any Unit, there shall exist a perfected lien for unpaid assessments prior and superior to all other liens, except (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (2) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value.

Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure.

Suit to recover a money judgment for unpaid Common Expenses or Dues and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

Section 6. Reserve Budget and Capital Contribution. The Board of Directors may annually prepare a reserve budget to take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board may set the required capital contribution in an amount sufficient to permit meeting the projected needs of the Club, as shown on the budget, with respect both to amount and timing by annual assessments over the period of the budget. The capital contribution required, if any, may be fixed by the Board and included within and distributed with the budget as a part of the Base Assessment, the Amenity Fees, or the Dues as provided in Section 2 of this Article.

Section 7. Dates of Payment of Assessments. Assessments shall be due and payable in a manner and on a schedule as the Board of Directors or the By-Laws provide.

Section 8. Subordination of the Lien to First Mortgages. The lien of assessments, including interest, late charges (subject to the limitations of Florida law), and costs (including attorney's fees) provided for herein, shall be subordinate to the lien of any first Mortgage upon any Unit. The sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to judicial or nonjudicial foreclosure of a first Mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from lien rights for any assessments thereafter becoming due. Where the Mortgagee holding a first Mortgage of record or other purchaser of a Unit obtains title pursuant to remedies under the Mortgage, it shall not be liable for the share of the Common Expenses or assessments by the Club chargeable to such Unit which became due prior to such acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all the Units, including such acquirer, its successors and assigns.

Section 9. Initial Contributions. Upon every transfer of record title to a Unit after the date of recording of this Declaration, other than a transfer to a person or entity taking title solely for the purpose of construction a dwelling thereon for resale, an Initial

Contribution shall be made by or on behalf of the purchaser to the capital funds of the Club in an amount to be determined from time to time by resolution of the Board of Directors. The Board may require an additional contribution, in an amount to be determined by the Board, with respect to Units within any Neighborhood having facilities or improvements for the exclusive use of Units in that Neighborhood, which additional contribution shall be placed in the Neighborhood reserve fund established for such Neighborhood pursuant to the Section 3 of this Article. The Initial Contribution required by this Section shall constitute an assessment against the Unit and shall be subject to the same lien rights and other rights of collection applicable to other assessments under this Article.

Section 10. Exempt Property. Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of Base Assessments, Neighborhood Assessments, and Special Assessments:

- (a) all Common Areas, including the Social Facilities ;
- (b) the Golf Facilities; and
- (c) all property dedicated to and accepted by any governmental authority or public utility, including, without limitation, public schools, public streets, and public parks, if any.

## ARTICLE XI

### Architectural Standards

The Board of Directors shall have the authority and standing, on behalf of the Club, to enforce in courts of competent jurisdiction decisions of the committees established in Sections 1 and 2 of this Article XI.

No construction, which term shall include within its definition staking, clearing, excavation, grading, and other site work, no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until the requirements below have been fully met, and until the approval of the NCMC has been obtained. The Board of Directors may establish reasonable fees to be charged by the NCMC on behalf of the Club for review of an application for approval hereunder, which fees, if established, shall be paid in full prior to review of any application hereunder.

All structures constructed on any portion of the Properties shall be designed by and built in accordance with the plans and specifications of an architect licensed in the State of Florida.

This Article shall not apply to construction on or improvements or modifications to the Common Area, the Social Facilities, or the Golf Facilities made by or on behalf of the Club, or to construction on or improvements or modifications to the Common Area, the Social Facilities, or the Golf Facilities made by or on behalf of the Club.

Section 1. New Construction. The New Construction/Modification Committee ("NMC") shall have exclusive jurisdiction over all original construction on any portion of the Properties. The NMC shall consist of at least three (3), but no more than nine (9), persons. The Board of Directors shall appoint the members of the NMC in the manner provided in the By-Laws.

The NMC shall prepare and, on behalf of the Board of Directors, shall promulgate design and development guidelines and application and review procedures. Copies shall be available from the NMC for review. The guidelines and procedures shall be those of the Club, and the NMC shall have sole and full authority to prepare and to amend them. It shall make the guidelines and procedures available to Owners, builders, and developers who seek to engage in development of or construction upon all or any portion of the Properties and such Owners, builders and developers shall conduct their operations strictly in accordance therewith. In the event that the NMC fails to approve or disapprove plans submitted to it, or to request additional information reasonably required, within forty-five (45) days after submission thereof, the plans shall be deemed approved. The NMC may include architects or similar professionals who are not Members of the Club.

Section 2. Modifications. The NMC shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing Units or structures containing Units and the open space, if any, appurtenant thereto; provided, however, the NMC may delegate this authority to the appropriate board or committee of any Neighborhood Association subsequently created or subsequently subjected to this Declaration so long as the NMC has determined that such board or committee has in force review and enforcement practices, procedures, and appropriate standards at least equal to those of the NMC. Such delegation may be revoked and jurisdiction reassumed at any time by written notice.

Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations, shall be submitted to the NMC for approval as to quality of workmanship and design and as to harmony of external design with existing structures, location in relation to surrounding structures, topography, and finish grade elevation. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his Unit, or to paint the interior of his Unit any color desired; provided, modification or alterations to the interior of screened porches, patios and similar portions of a Unit visible from outside the Unit shall be subject to approval hereunder. In the event that the NMC fails to approve or to disapprove such plans or to request additional information reasonably required within forty-five (45) days after submission, the plans shall be deemed approved.

Section 3. No Waiver of Future Approvals. The approval of the NCMC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

Section 4. Variance. The NCMC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) stop the Committee from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

Section 5. Compliance. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the guidelines and procedures promulgated by the NCMC may be excluded by the Board from the Properties without liability to any person, subject to the notice and hearing procedures contained in Article VI, Section 9 of the By-Laws.

Section 6. Construction Deposit.

(a) The Club shall be authorized to require payment of a construction deposit by persons who desire to engage in construction on Units within the Properties ("Builders"), in order to provide security against damage to the Common Area and other portions of the Properties and to discourage noncompliance with this Declaration, the Club's rules, and the Design Review Guidelines ("Construction Deposit"). The Construction Deposit shall be in such amount as the Board may from time to time determine reasonable, and may be charged on a per Unit or on a per Builder basis; provided, if charged on a per Unit basis, the Board may in its discretion cap the amount that any Builder is required to have on deposit at a time. The Construction Deposit shall be paid to the Club prior to the commencement of any construction activity within the Properties. The Board may establish varying levels of Construction Deposits or waive Construction Deposits for different types of construction activities. The Construction Deposit for construction of a new home shall initially be \$5,000, but such amount shall be subject to change by resolution of the Board of Directors.

(b) Unless the Board otherwise agrees, all deposits shall be made in cash by a certified or cashiers check drawn on a bank or other financial institution located in the State of Florida. In lieu of requiring a cash deposit, the Board may, in its business

judgment, agree to accept a letter of credit, performance bond or similar surety for the benefit of the Club. In such case, if the Club draws upon or demands payment pursuant to any such instrument, the Builder shall immediately take such action as necessary to restore the instrument to its full original value or face amount upon receipt of written notice from the Board.

(c) All Construction Deposits paid in cash shall be held in a segregated escrow account maintained by and in the name of the Club until receipt by the Board or its designee of (i) a copy of a certificate of occupancy issued by the appropriate governmental agency for the improvements constructed by the Builder or other evidence of completion acceptable to the Board and a final survey of the Unit upon which construction activity has taken place, or (ii) written notice of termination of all of the Builder's activities within the Properties or notice, signed by the Owner of the Unit, of termination of the Builder's obligations with respect to the Unit for which the deposit was made. Within 30 days thereafter, the Board shall refund the Builder's Construction Deposit to the Builder, without interest, less any funds expended or to be expended by the Board pursuant to this Section which have not been restored by the Builder. The escrow account may, but need not be, interest-bearing and any interest earned shall be the property of the Club.

(d) The Board may draw upon a Builder's Construction Deposit as necessary to cover the costs of providing maintenance to the Builder's construction site, or maintenance, repairs or replacements to the Area of Common Responsibility, any of which become necessary as a result of the Builder's construction activities or the activities of its subcontractors, employees or agents, or to pay accrued and unpaid fines imposed for violations of this Declaration, the Club rules, or the Design Review Guidelines. By way of illustration and not limitation, the Board may draw upon the Construction Deposit to cover the cost of repairing damage to subdivision improvements caused by construction vehicles, or the cost of removing trash and construction debris not removed by the Builder.

(e) If the Board draws upon the Construction Deposit pursuant to this Section, the Builder shall immediately upon the Board's demand, deposit with the Club a sum sufficient to restore the Construction Deposit to its original sum. If the Builder fails to do so, the Owner of the Unit for which the Construction Deposit was given shall be liable for such sum. Nothing in this Section shall be construed as limiting the Club's right to seek reimbursement from the Builder or Owner for the total amount expended on the Builder's behalf in the event the amount expended exceeds the amount of the Construction Deposit, nor shall anything in this Section be construed to limit any of the rights or remedies granted to the Club by other provisions of this Declaration.

## ARTICLE XII

### Use Restrictions

The Properties shall be used only for residential, recreational, and related purposes (which may include, without limitation, offices for any property manager retained by the Club or business offices for the Club or the Golf Facilities). Any Supplemental Declaration or additional covenants imposed on the property within any Neighborhood may impose stricter standards than those contained in this Article. The Club, acting through its Board of Directors, shall have standing and the power to enforce such standards.

The Club, acting through its Board of Directors, shall have authority to make and to enforce standards and restrictions governing the use of the Properties, in addition to those contained herein, and to impose reasonable user fees for use of the Common Area, Social Facilities, and Golf Facilities. Such regulations and use restrictions shall be binding upon all Owners, occupants, Members and guests until and unless overruled, cancelled or modified in a regular or special meeting of the Club by the vote of Members entitled to vote thereon and representing a majority of the total votes in the Club or group of Members.

Section 1. Signs. No sign, billboard or advertisement of any kind, including, without limitation, those of realtors, contractors and subcontractors, shall be erected within the Properties without the written consent of the Board of Directors, except as may be required by legal proceedings. The Board of Directors shall not grant permission to erect signs on any Unit after such Unit is improved and sold by the builder unless their erection is reasonably necessary to advert serious hardship to the Owner. If permission is granted to any Owner to erect a sign within the Properties, the Board reserves the right to restrict the size, color, lettering, and location of such sign. The Board of Directors shall have the right to erect signs as they, in their discretion, deem appropriate. Under no circumstances shall signs, flags, banners or similar items advertising or providing directional information with respect to activities being conducted outside the Properties be permitted within the Properties. No sign shall be nailed or otherwise attached to trees.

### Section 2. Parking and Prohibited Vehicles.

(a) Parking. Subject to the provisions of Article XVI, Section 4 hereof, vehicles shall be parked only in the garages or in the driveways, if any, serving the Units or in appropriate spaces or designated areas in which parking may or may not be assigned and then subject to such reasonable rules and regulations as the Board of Directors, or any Neighborhood having concurrent jurisdiction over parking areas within the Neighborhood, may adopt. Notwithstanding the above, no more than two (2) vehicles shall be parked in the driveway serving the Unit on a regular basis. For purposes of this Section, a car shall be deemed parked on a "regular basis" if parked in

such driveway more than seventy-two (72) hours in any seven day period without prior approval of the Board. Garage doors shall remain closed at all times except during ingress and egress.

(b) Prohibited Vehicles. Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, pick-up trucks, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall be parked only in enclosed garages or other areas, if any, designated by the Board or by the Neighborhood having jurisdiction over parking areas within a particular Neighborhood. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted on any Unit except within enclosed garages. For purposes of this Section, a vehicle shall be considered "stored" if it is put up on blocks or covered with a tarpaulin and remains on blocks or so covered for fourteen (14) consecutive days without the prior approval of the Board.

(c) Delivery and Service Vehicles. Notwithstanding the foregoing, service and delivery vehicles may be parked in the driveway of a Unit during daylight hours for such period of time as is reasonably necessary to provide service or make a delivery to the Unit. Any vehicle which is parked in violation of this Section 2 or parking rules promulgated by the Board may be towed in accordance with Article VI, Section 9 of the By-Laws.

Section 3. Occupants Bound. All provisions of the Declaration, By-Laws and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests and invitees of any Unit, the Social Facilities, and the Golf Facilities. Every Owner shall cause all occupants of his or her Unit or guests to comply with the Declaration, By-Laws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Area, Social Facilities or Golf Facilities caused by such occupants or guests, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto.

Section 4. Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the Properties, except that dogs, cats, or other usual and common household pets not to exceed a total of four (4) may be permitted in a Unit. However, those pets which are permitted to roam free, or, in the sole discretion of the Club, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Units or the Owner of any portion of the Properties shall be removed upon request, the pet may be removed by the Board. No pets shall be kept, bred, or maintained for any commercial purpose. Household pets shall at all times whenever they are outside a Unit be confined on a leash held by a responsible person.

Section 5. Annoyances. No portion of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious, illegal or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Properties. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Properties.

Section 6. Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Unit. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Properties.

Section 7. Antennas. No exterior antennas, aerials, satellite dishes, or other apparatus for the transmission of television, radio, or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Properties, including any Unit, without the prior written consent of the Board or its designee. The Board shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna or cable system for the benefit of all or a portion of the Properties, should any such master system or systems be utilized by the Club and require any such exterior apparatus.

Section 8. Basketball Equipment, Clotheslines, Garbage Cans, Tanks, Etc. All basketball hoops and backboards, clotheslines, garbage cans, storage tanks, mechanical equipment and other similar items shall be located or screened so as to be concealed from view of neighboring Units, streets, and property located adjacent to the Unit. All rubbish, trash, and garbage shall be stored in appropriate containers with lids and regularly removed from the Properties and shall not be allowed to accumulate thereon. No garbage, trash, or debris shall be left at curbs while awaiting pickup; garbage collection shall be arranged on a side-yard pickup basis only.

Section 9. Subdivision of Unit and Time Sharing. No Unit shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Directors of the Club. The Board may permit a division in ownership of any Unit intended for a single family detached residence as shown on a subdivision plat, but

solely for the purpose of increasing the size of the adjacent Units. In the event of a division in ownership of any Unit, the Owners among whom the ownership is divided shall be treated as co-Owners of the divided Unit for purposes of voting and shall be jointly and severally liable for all assessments against the Unit hereunder. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

No Unit shall be made subject to any type of timeshare program, interval ownership or similar program whereby the right to exclusive use of the Unit rotates among multiple Owners or members of the program on a fixed or floating time schedule over a period of years. This Section shall not prohibit ownership of a Unit by up to four (4) joint tenants or tenants-in-common.

Section 10. Firearms. The discharge of firearms within the Properties is prohibited except with the prior approval of the Board of Directors. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size. Notwithstanding anything to the contrary contained herein or in the By-Laws, the Club shall not be obligated to take action to enforce this Section.

Section 11. Pools. No above-ground pools shall be erected, constructed or installed on any Unit.

Section 12. Irrigation. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, wetlands, canals or other ground or surface waters within the Properties shall be installed, constructed or operated within the Properties by any Person, other than the Club, unless prior written approval has been received from the NCMC. All sprinkler and irrigation systems shall be subject to approval in accordance with Article XI of this Declaration.

Section 13. Tents, Trailers and Temporary Structures. Except as may be permitted by the NCMC during initial construction within the Properties, no tent, utility shed, shack, trailer or other structure of a temporary nature shall be placed upon any Unit.

Section 14. Wells and Drainage. No private water system shall be constructed on any Unit except private irrigation wells not to exceed three (3) inches in diameter. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than the Club may alter the location and installation of drainage swales, storm sewers, or storm drains. The Club hereby reserves for itself a perpetual easement across the Properties for the purpose of altering drainage and water flow.

Section 15. Tree Removal. No trees shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for

safety reasons, unless approved in accordance with Article XI of this Declaration. This Section shall not apply to the Golf Facilities.

Section 16. Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, well, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

Section 17. Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Properties, except for temporary lines as required during construction and high voltage lines if required by law or for safety purposes.

Section 18. Air Conditioning Units. Except as may be permitted by the Board or its designee, no window air conditioning units may be installed in any Unit.

Section 19. Lighting. Except for seasonal Christmas decorative lights, which may be displayed between Thanksgiving and January 10 only, all exterior lights must be approved in accordance with Article XI of this Declaration.

Section 20. Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of the Properties. Exterior sculpture, fountains, flags, and similar items must be approved in accordance with Article XI of this Declaration.

Section 21. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Unit unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the NCMC pursuant to Article XI hereof. Under no circumstances shall solar panels be installed so as to be visible from any street in the Properties.

Section 22. Wetlands, Lakes and Water Bodies. All wetlands within the Properties shall be left in their natural state and no alteration thereof or construction thereon shall be permitted. All lakes, ponds, and streams within the Properties, if any, shall be aesthetic amenities only, and no other use thereof, including, without limitation, swimming, playing, or use of personal flotation devices, shall be permitted. Notwithstanding the above, the Board of Directors may permit boating and fishing by Owners, occupants of Units, and their accompanied guests subject to rules and regulations established by the Board. The Club shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, or streams within the Properties. This Section shall not restrict the right of the Club to permit other use of bodies of water within the Golf Facilities property in connection with golf course play.

Section 23. Playground. Any playground or other play areas or equipment furnished by the Club or erected within the Properties, the Social Facilities, or the Golf Facilities shall be used at the risk of the user, and the Club shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof.

Section 24. Fences. No dog runs, animal pens or fences of any kind shall be permitted on any Unit except as approved in accordance with Article XI of this Declaration.

Section 25. Business Use. No trade or business may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve persons coming onto the Properties or door-to-door solicitation of residents of the Properties; and (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Unit shall not be considered a trade or business within the meaning of this section. This section shall not apply to operation of the Social Facilities or the Golf Facilities.

Section 26. On-Site Fuel Storage. No on-site storage of gasoline or other fuels shall be permitted on any part of the Properties except that up to five (5) gallons of fuel may be stored on each Unit for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Club shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment. Notwithstanding this provision, underground fuel tanks for storage of heating fuel for dwellings, pools, gas grills and similar equipment may be permitted if approved in accordance with Article XI.

Section 27. Leasing of Units.

(a) Definition. "Leasing", for purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.

(b) Leasing Provisions.

(i) General. Units may be rented only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Units or assignment of leases unless prior written approval is obtained from the Board of Directors. No transient tenants may be accommodated in a Unit. All leases shall be in writing except with the prior written consent of the Board of Directors. No Unit may be subject to more than one (1) lease in any twelve (12) month period, regardless of the lease term. The Owner must make available to the lessee copies of the Declaration, By-Laws and the rules and regulations.

(ii) Approval of Board. All leases shall be submitted to the Board of Directors for approval prior to becoming effective. The Board may require additional and other information relating to the proposed lease, and may require a face-to-face conference with the proposed occupants of the Unit prior to approving any lease. The Board shall approve or disapprove each lease within thirty (30) days of submission of all information required herein or the lease shall be deemed approved. Disapproval may be based only upon failure of the Owner or the proposed lease to comply with the requirements and restrictions contained herein and nothing herein shall be construed to give the Board any right of first refusal in any Person. In the event of disapproval, the lease shall not take effect until such deficiencies are corrected and a revised lease is submitted and approved by the Board.

(iii) Compliance with Declaration, By-Laws and Rules and Regulations. Every Owner shall cause all occupants of his or her Unit to comply with the Declaration, By-Laws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Area, the Social Facilities or the Golf Facilities caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto.

Section 28. Storm Precautions. No hurricane or storm shutters shall be permanently installed on any structure on a Unit unless first approved in accordance with Article XI hereof. Hurricane or storm shutters may be installed temporarily, and other storm precautions may be taken to protect structures on a Unit, while the threat of a hurricane or similar storm is imminent; provided, all such shutters and other exterior alterations or additions made as a storm precaution shall be promptly removed once the storm or imminent threat of the storm has passed.

Section 29. Play Equipment, Strollers, Etc. All bicycles, tricycles, scooter, skateboards, and other play equipment, wading pools, baby strollers and similar items shall be stored so as not to be visible from streets or property adjacent to the Unit. No such items shall be allowed to remain on the Common Area, Social Facilities, or Golf Facilities or on Units so as to be visible from adjacent property when not in use. Notwithstanding the above, the Board may, but shall not be obligated to, permit swing

sets and similar permanent playground equipment to be erected on Units provided it is approved in accordance with Article XI hereof.

Section 30. Window Coverings. All windows on any structure which are visible from the street or dwellings on other Units shall have window coverings which have a white or off-white backing or blend with the exterior color of the dwelling, as determined in the sole discretion of the NCMC after application pursuant to Article XI hereof. Reflective window coverings are prohibited.

Section 31. Fruit Trees. No avocado or other fruit trees, including citrus trees, may be planted on any Unit unless approved as to type and location by the appropriate committee pursuant to Article XI. Any approval granted hereunder for planting of fruit trees shall be subject to the obligation of the Owner of the Unit upon which the citrus or other fruit tree is planted to maintain the tree and its surrounding area pursuant to Article IV, Section 2, as amended.

## ARTICLE XIII

### General Provisions

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Club or the Owner of any Properties subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration was recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

Section 2. Amendment. This Declaration may be amended only by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, by sixty-seven percent (67%) of the Members present and voting at a duly called meeting, or casting ballots in absence of a meeting. 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. Provisions of this Declaration which relate only to the Golf Facilities may be amended by a majority vote of the Equity Golf Members, Equity Associate Members, and Non Resident Golf Members at a meeting called for the purpose of amending this Declaration and at which at least fifty percent (50%) of such Members are in attendance in person or by proxy. Any amendment to be effective must be recorded in the Public Records of Martin County, Florida.

No amendment which affects the storm water management system within the Properties or maintenance thereof shall be effective without the prior written consent of the South Florida Water Management District.

Section 3. Indemnification. The Club shall indemnify every officer, director, and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member. The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Club (except to the extent that such officers or directors may also be Members of the Club), and the Club shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled. The Club shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 4. Easements for Utilities, Etc. There is hereby reserved unto the Club, and its designees (which may include, without limitation, Martin County, Florida, and any utility), blanket easements upon, over, across, and under all of the Properties for ingress and egress; dispensing pesticides; installation, replacing, repairing, relocating and maintaining cable television systems, master television antenna systems, security and similar systems, roads, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephones, gas, and electricity; provided, the exercise of this easement shall not unreasonably interfere with the use of any Unit and, except in an emergency, entry into any Unit shall be made only after reasonable notice to the Owner or occupant thereof.

Without limiting the generality of the foregoing, there are hereby reserved for the local water supplier easements across all Units for ingress, egress, installation, reading, replacing, repairing, and maintaining water meter boxes. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Properties, except as may be approved by the Club's Board of Directors.

Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement over the Properties without

conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Properties.

The Board shall have, by a two-thirds (2/3) vote, the power to dedicate portions of the Common Area, Social Facilities, or Golf Facilities to Martin County, Florida, or to any other local, state, or federal governmental entity, subject to such approval requirements as may be contained in Article XIV, Section 2 of this Declaration.

Section 5. Easement for Golf Balls. Every Unit and the Common Area, the Social Facilities, and the common property of any Neighborhood are burdened with an easement permitting golf balls unintentionally to come upon the Common Area, the Social Facilities, Units or common property immediately adjacent to the golf course and for golfers at reasonable times and in a reasonable manner to come upon the Common Area, the Social Facilities, common property of a Neighborhood, or the exterior portions of a Unit to retrieve errant golf balls; provided, however, if any Unit is fenced or walled, the golfer shall seek the Owner's permission before entry. The existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls; however, the Club shall not, under any circumstances, be held liable for damages resulting from errant golf balls.

Section 6. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 7. Right of Entry. The Club shall have the right, but not the obligation, to enter into any Unit for emergency and safety reasons, to abate nuisances (including, without limitation, false burglar alarms) and to inspect for the purpose of ensuring compliance with this Declaration, the By-Laws, and the Club rules, which right may be exercised by the Club's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include, but not be limited to, the right of the Club to enter a Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after request by the Board.

Section 8. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 9. Cumulative Effect; Conflict. The covenants, restrictions, and provisions of this Declaration shall be cumulative with those of any Neighborhood and the Club may, but shall not be required to, enforce the latter; provided, however, in the

event of conflict between or among such covenants and restrictions, and provisions of any articles of incorporation, By-Laws, rules and regulations, policies, or practices adopted or carried out pursuant thereto, those of any Neighborhood shall be subject and subordinate to those of the Club. The foregoing priorities shall apply, but not be limited to, the liens for assessments created in favor of the Club.

Section 10. Use of the Word "Willoughby". No Person shall use the word "Willoughby" or any derivative thereof in any printed or promotional material without the prior written consent of the Club. However, Owners may use the term "Willoughby" in printed or promotional matter where such term is used solely to specify that particular property is located within Willoughby and the Club shall be entitled to use the word "Willoughby".

Section 11. Compliance. Every Owner and occupant of any Unit, and all Members, their guests and invitees, shall comply with all lawful provisions of this Declaration, the By-Laws and rules and regulations of the Club. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Club or, in a proper case, by any aggrieved Unit Owner or Owners.

Section 12. Security. The Club may, but shall not be obligated to, maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be. Neither the Club nor any successor shall in any way be considered insurers or guarantors of security within the Properties, however, and neither the Club, nor any successor shall be held liable for any loss or damage by reason or failure to provide adequate security or ineffectiveness of security measures undertaken. All Owners and occupants of any Unit, tenants, guests and invitees of any Owner, as applicable, acknowledge that the Club and its Board of Directors, or any successor and NCMC do not represent or warrant that any fire protection system, burglar alarm system or other security system designated by or installed according to guidelines established by the NCMC may not be compromised or circumvented, that any fire protection or burglar alarm systems or other security systems will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, nor that fire protection or burglar alarm systems or other security systems will in all cases provide the detection or protection for which the system is designed or intended. Each Owner, and occupant of any Unit, and each tenant, guest and invitee of an Owner, as applicable, acknowledges and understands that the Club, its Board of Directors and committees, or any successor are not insurers and that each Owner and occupant of any Unit and each tenant, guest and invitee of any Owner assumes all risks for loss or damage to persons, to Units and to the contents of Units and further acknowledges that the Club, its Board of Directors and committees, or any successor have made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, including any warranty or merchantability or fitness for any particular purpose, relative to any fire and/or burglar alarm systems or other

security systems recommended or installed or any security measures undertaken within the Properties.

Section 13. Notice of Transfer of Unit. In the event that any Owner desires to sell or otherwise transfer title of his or her Unit, such Owner shall give the Board of Directors at least seven (7) days prior written notice of the name and address of the purchaser or transferee, the date on which such transfer of title is to take place, and such other information as the Board of Directors may reasonably require. Until such written notice is received by the Board of Directors and the Initial Contribution is paid in full, the transferor shall remain jointly and severally liable with the transferee for all obligations of the Owner of the Unit, including payment of all assessments, notwithstanding the transfer of title to the Unit.

Section 14. Dissolution of Club. The Club shall not be dissolved nor shall it dispose of any real property contained within the Common Area, the Social Facilities, or the Golf Facilities by sale or otherwise (except to an entity organized for the purpose of owning and maintaining such Common Area, Social Facilities, or Golf Facilities), without the prior approval of the Board of County Commissioners of Martin County, Florida. The Board of County Commissioners, as a condition precedent to approving such dissolution, may require dedication of Common Area, Social Facilities, or Golf Facilities or utilities to the public as deemed necessary, but only, as to the Golf Facilities, after all Equity Golf Members, Equity Associate Members, Non Resident Golf Members, and holders of Equity Social Certificates have been paid the refundable amounts of their Equity Certificates. In the event of dissolution of the Club, control and responsibility for maintenance, together with all easements related thereto, shall be transferred to a governmental agency or another association not-for-profit or a similar organization. In the event of dissolution of the Club or a substantial change in the land use which eliminates the use of the Golf Facilities for golf, Equity Golf Members, Equity Associate Members and others holding Equity Certificates of the Club shall have a claim to the distribution of proceeds from a sale or conveyance of the Golf Facilities which is superior to Members of the Club or shall receive a conveyance in kind of the Golf Facilities as tenants in common.

## ARTICLE XIV

### Mortgage Provisions

The following provisions are for the benefit of holders of first mortgages on Units in the Properties. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

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

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

(b) any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Club of any default in the performance by an Owner of a Unit of any obligation under the Declaration or By-Laws of the Club which is not cured within sixty (60) days.

(c) any lapse, cancellation, or material modification of any insurance policy maintained by the Club; or

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

Section 2. Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least sixty-seven (67%) percent of the first Mortgagees or Members representing at least sixty-seven (67%) percent of the total Club vote entitled to be cast thereon consent, the Club shall not:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or any portion of the real property comprising the Common Area which the Club owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection);

(b) change the method of determining the obligations, assessments, Dues, or other charges which may be levied against an Owner of a Unit. (A decision, including contracts, by the Board or provisions of any declaration subsequently recorded on any portion of the Properties regarding assessments for Neighborhoods or other similar areas shall not be subject to this provision where such decision or subsequent declaration is otherwise authorized by this Declaration.);

(c) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Units and of the Common Area. (The issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision.);

(d) fail to maintain insurance, as required by this Declaration; or

(e) use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such property.

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of a Club policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Club.

Section 3. No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 4. Notice to Club. Upon request, each Owner shall be obligated to furnish to the Club the name and address of the holder of any Mortgage encumbering such Owner's Unit.

Section 5. Amendment by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

Section 6. Applicability of Article XIV. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws, or Florida law for any of the acts set out in this Article.

Section 7. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Club does not receive a written response from the Mortgagee within thirty (30) days of the date of the Club's request.

## ARTICLE XV

### Golf Facilities

Section 1. General. Neither membership in the Club nor ownership or occupancy of a Unit shall confer any ownership interest in or right to use the Golf Facilities. Rights to use the Golf Facilities will be granted only to Equity Golf Members and Equity Associate Members in good standing under the By-Laws and rules and regulations promulgated by the Board and amended from time to time and to such others who are granted playing privileges by the By Laws.

Section 2. Golf Facility Voting Rights. With respect to the Golf Facilities matters requiring membership vote, only Equity Golf Members, Equity Associate Members, and Non Resident Golf Members in good standing may vote upon the following:

(a) Expenditures for capital additions, replacements or improvements to the Golf Facilities.

(b) Amendments to the Governing Documents of the Club which relate to the use and enjoyment of the Golf Facilities.


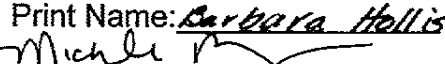
Section 3. Approval of Major Actions. The affirmative vote of sixty-six and two-thirds percent (66-2/3%) of the Board of Directors and sixty-six and two-thirds percent (66-2/3%) of the Equity Golf Member, Equity Associate Member, and Non Resident Golf Member votes of the Club then entitled to vote shall be required to authorize or approve a change in the permitted use of the Golf Facilities or dissolution of the Club.

Section 4. Rights of Access and Parking. Equity Golf Members, Equity Associate Members, and Non Resident Golf Members and others granted playing privileges (regardless of whether such Members are Owners) shall at all times have a right and non-exclusive easement of access and use over all roadways located within the Properties reasonably necessary to travel to and from the entrance to the Properties from and to the Social Facilities and Golf Facilities, and, further, over those portions of the Properties (whether Common Area or otherwise) reasonably necessary to the operation, maintenance, repair and replacement of the Golf Facilities. Without limiting the generality of the foregoing, such Members and permitted members of the public shall have the right to park their vehicles on the roadways located within the Properties at reasonable times before, during, and after golf tournaments and other similar functions held by/at the Golf Facilities.

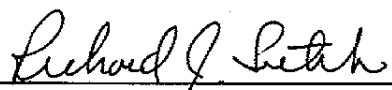
All members of the Golf Facilities, their guests and invitees shall comply with the provisions of this Declaration, the By-Laws and the rules and regulations at all times.

IN WITNESS WHEREOF, Willoughby Community Association, Inc. (after 11:59 p.m., December 31, 2003, known as Willoughby Golf Club, Inc.) has caused this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Willoughby to be executed by its President and Secretary upon approval by the affirmative vote of sixty-six and two-thirds percent (66-2/3%) of those Members voting at a Special Joint Meeting of such Members and the Members of Willoughby Golf Club, Inc., held on the 20<sup>th</sup> day of November, 2003, with notice having been given.

Signed, sealed and delivered  
In the presence of:

  
Print Name: Barbara Hollister  
  
Print Name: Michele Reilly

WILLOUGHBY COMMUNITY ASSOCIATION,  
INC. (after 11:59 P.M., December 31, 2003,  
known as Willoughby Golf Club, Inc.)

By   
Richard J. Sutch, President

Barbara Hollister  
Print Name: Barbara Hollister

ATTEST: W Gordon Owens  
W. Gordon Owens, Secretary

Michelle E. Kelly  
Print Name: Michelle Kelly

[CORPORATE SEAL]

STATE OF FLORIDA  
COUNTY OF MARTIN

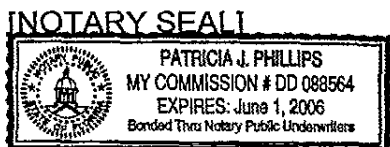
The foregoing instrument was acknowledged before me by Richard J. Sutch, as President of Willoughby Community Association, Inc. (after 11:59 P.M., December 31, 2003, known as Willoughby Golf Club, Inc.), on behalf of said corporation, who is personally known to me or who produced a Florida driver's license as identification, this 20 day of November, 2003.



Patricia J. Phillips  
Notary Public, State of Florida  
My Commission Expires:

STATE OF FLORIDA  
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me by W. Gordon Owens, as Secretary of Willoughby Community Association, Inc. (after 11:59 P.M., December 1, 2003, known as Willoughby Golf Club, Inc.), on behalf of said corporation, who is personally known to me or who produced a Florida driver's license as identification, this 20 day of November, 2003.



Patricia J. Phillips  
Notary Public, State of Florida  
My Commission Expires:

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## EXHIBIT "AA"

Tract GC-1, WILLOUGHBY PLAT NO. 2, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Martin County, Florida recorded in Plat Book 11, page 72, said lands situate, lying and being in Martin County, Florida.

Tract GC-2, WILLOUGHBY PLAT NO. 3, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Martin County, Florida recorded in Plat Book 11, page 73, said lands situate, lying and being in Martin County, Florida.

Tract GC-3, WILLOUGHBY PLAT NO. 4, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Martin County, Florida recorded in Plat Book 12, page 3, said lands situate, lying and being in Martin County, Florida.

Tracts GC-4 and GC-5, WILLOUGHBY PLAT NO. 5, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Martin County, Florida recorded in Plat Book 12, page 15, said lands situate, lying and being in Martin County, Florida.

Tract GC-6, WILLOUGHBY PLAT NO. 8, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Martin County, Florida recorded in Plat Book 13, page 1, said lands situate, lying and being in Martin County, Florida.

Tract GC-7, WILLOUGHBY PLAT NO. 10, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Martin County, Florida recorded in Plat Book 13, page 11, said lands situate, lying and being in Martin County, Florida.

Tracts GC-8 and GC-9, WILLOUGHBY PLAT NO. 12, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Martin County, Florida recorded in Plat Book 13, page 41, said lands situate, lying and being in Martin County, Florida.

Tracts GC-10 and GC-11, WILLOUGHBY PLAT NO. 13, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Martin County, Florida recorded in Plat Book 13, page 89, said lands situate, lying and being in Martin County, Florida.

Tracts GC-12 and GC-13, WILLOUGHBY PLAT NO. 14, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Martin County, Florida recorded in Plat Book 14, page 33, said lands situate, lying and being in Martin County, Florida.

Tracts GC-14 and GC-15, WILLOUGHBY PLAT NO. 15, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Martin County, Florida recorded in Plat Book 14, page 46, said lands situate, lying and being in Martin County, Florida.

All, WILLOUGHBY PLAT NO. 7, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Martin County, Florida recorded in Plat Book 12, page 47, said lands situate, lying and being in Martin County, Florida.

Tracts GCW-1 and GCW-2, WILLOUGHBY PLAT NO. 2, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Martin County, Florida recorded in Plat Book 11, page 72, said lands situate, lying and being in Martin County, Florida.

Tract GCW-2, WILLOUGHBY PLAT NO. 3, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Martin County, Florida recorded in Plat Book 11, page 71, said lands situate, lying and being in Martin County, Florida.

Tracts GCW-5(A), GCW-5(B), GCW-7, GCW-8, GCW-9, WILLOUGHBY PLAT NO. 5, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Martin County, Florida recorded in Plat Book 12, page 15, said lands situate, lying and being in Martin County, Florida.

Tract GCW-20, WILLOUGHBY PLAT NO. 8, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Martin County, Florida recorded in Plat Book 13, page 1, said lands situate, lying and being in Martin County, Florida.

Tracts GCW-11, WILLOUGHBY PLAT NO. 12, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Martin County, Florida recorded in Plat Book 13, page 41, said lands situate, lying and being in Martin County, Florida.

Tracts GCW-6, GCW-16, GCW-17 and GCW-18, WILLOUGHBY PLAT NO. 13, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Martin County, Florida recorded in Plat Book 13, page 89, said lands situate, lying and being in Martin County, Florida.

Tract GCW-19, WILLOUGHBY PLAT NO. 14, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Martin County, Florida recorded in Plat Book 14, page 33, said lands situate, lying and being in Martin County, Florida.

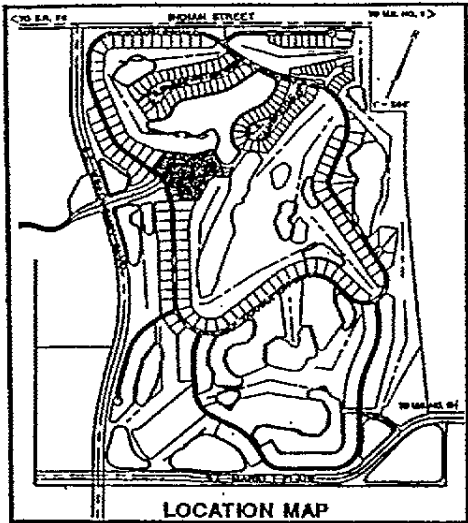
Tract GCW-20, WILLOUGHBY PLAT NO. 15, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Martin County, Florida recorded in Plat Book 14, page 46, said lands situate, lying and being in Martin County, Florida.

Tracts WP-3, WP-17, and WP-18, WILLOUGHBY PLAT NO. 5, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Martin County, Florida recorded in Plat Book 12, page 15, said lands situate, lying and being in Martin County, Florida.

Tracts WP-20 and WP-22, WILLOUGHBY PLAT NO. 8, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Martin County, Florida recorded in Plat Book 13, page 1, said lands situate, lying and being in Martin County, Florida.

Tract WP-19, WILLOUGHBY PLAT NO. 12, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Martin County, Florida recorded in Plat Book 13, page 41, said lands situate, lying and being in Martin County, Florida.

**END OF LEGAL DESCRIPTION**



## Exhibit BB

## Social Facilities

**NOTICE** There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

### LEGAL DESCRIPTION

A parcel of land located in the HANSON GRANT and being part of that property recorded in O.R. Book 778, page 2246, public records of MARTIN COUNTY, FLORIDA.

Said parcel being bounded by the following record plats:

Willoughby Plat No. 1, Plat Book 11, Page 58

Willoughby Plat No. 2, Plat Book 11, Page 72

Willoughby Plat No. 3, Plat Book 11, Page 73

Willoughby Plat No. 5, Plat Book 12, Page 15

of the public records of Martin County, Florida, and more particularly described as follows:

BEGINNING at the southeast corner of Lot 10 of said Willoughby Plat No. 1; thence N 13° 14' 28" E along the east line of said Lot 10, a distance of 256.00 feet to the northeast corner of said Lot 10 and a point on the south line of said Willoughby Plat No. 2; thence easterly along the south line of said Willoughby Plat No. 2, through the following courses, N 73° 28' 43" E, a distance of 311.22 feet; thence N 52° 38' 09" E, a distance of 240.98 feet to a point on the south line of said Willoughby Plat No. 3; thence easterly along the south line of said Willoughby Plat No. 3, through the following courses, S 26° 04' 45" E, a distance of 70.10 feet; thence S 58° 04' 56" E, a distance of 176.18 feet; thence N 49° 32' 18" E, a distance of 122.00 feet to a point on the west line of said Willoughby Plat No. 5; thence southerly along the west line of said Willoughby Plat No. 5, through the following courses, S 02° 07' 50" W, a distance of 140.00 feet; thence S 71° 21' 57" W, a distance of 140.99 feet; thence S 31° 09' 46" W, a distance of 76.52 feet; thence S 04° 11' 39" W, a distance of 267.65 feet; thence S 04° 45' 26" W, a distance of 30.00 feet; thence S 01° 26' 44" W, a distance of 123.12 feet; thence S 14° 56' 17" E, a distance of 20.31 feet; thence S 44° 45' 26" W, a distance of 186.97 feet to a point on the easterly right of way line of S.E. Doubleton Drive as shown on said Willoughby Plat No. 5, said point being on a curve, concave southwesterly, having a radius of 775.00 feet, the chord of said curve bears N 49° 57' 29" W; thence northwesterly, along the arc of said curve and along the easterly right of way line of said S.E. Doubleton Drive as shown on said Willoughby Plat No. 5 and Willoughby Plat No. 1, a distance of 607.09 feet, through a central angle of 44° 52' 57" to the POINT OF BEGINNING.

Containing 8.56 acres, more or less.