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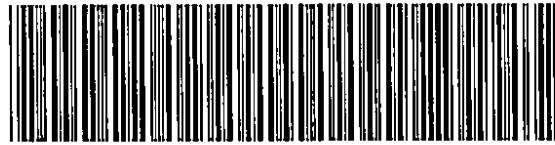
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2018 DEC -5 PM 2:29  
SECRETARY OF STATE  
TALLAHASSEE, FL

R. WHITE  
DEC 11 2018

# **SACHS SAX CAPLAN**

ATTORNEYS AT LAW

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JOSEPH ARENA, ESQ.  
[jarena@sacslawfirm.com](mailto:jarena@sacslawfirm.com)

November 30, 2018

Florida Department of State  
Division of Corporations – Amendments Section  
2661 Executive Center Circle  
Tallahassee, FL 32301

Via Federal Express

Re: Merger of Wycliffe Community Association, Inc. and Wycliffe Golf  
and Country Club, Inc.

Surviving Corporation renamed Wycliffe Golf and Country Club  
Homeowners' Association, Inc.

To Whom It May Concern:

Enclosed with this letter please find an original Articles of Merger (including Plan of Merger and governing document amendments) and two copies. The Articles of Merger are submitted for the Department's review and processing. Please also find enclosed a check made payable to "Florida Department of State" in the amount of \$87.50 reflecting filing fees plus fees associated with obtaining Department certification of each of the enclosed copies.

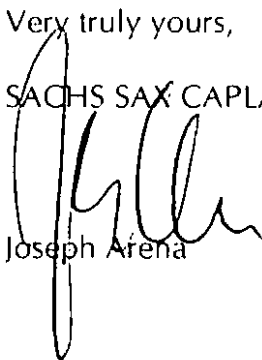
Please note that, in connection with approving the merger, the Articles of Incorporation of Wycliffe Community Association, Inc. have been amended in part to reflect a change of the corporation name to Wycliffe Golf and Country Club Homeowners' Association, Inc. Please have the Department update its records to reflect the merger and name change.

Do not hesitate to contact me with any questions or concerns about this submission. We are anxious to receive the Department's certification of the Articles of Merger so that we may file them in the county public records in advance of the merger's December 31, 2018

effective date. To reach me without delay, please dial 561-994-4499 or send an email to [jarena@ssclawfirm.com](mailto:jarena@ssclawfirm.com).

Very truly yours,

SACHS SAX CAPLAN



Joseph Arena

Enclosures

**ARTICLES OF MERGER**  
(Pursuant to Section 617.1105, Fla. Stat.)

**FILED**

2018 DEC -5 PM 2:29

1. The undersigned corporation, **WYCLIFFE COMMUNITY ASSOCIATION, INC.**, a not-for-profit corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, together with **WYCLIFFE GOLF AND COUNTRY CLUB, INC.**, a not-for-profit corporation, duly organized, validly existing and in good standing under the laws of the State of Florida (hereinafter collectively referred to as the "Constituent Corporations") have adopted a Plan of Merger.
2. Pursuant to Section 617.1105, Fla. Stat., attached hereto and made a part hereof is the Plan of Merger with an Amendment to the Articles of Incorporation of the Surviving Corporation appended as Exhibit "B" thereto (the "Amendment").
3. The Surviving Corporation under the Plan of Merger is **WYCLIFFE COMMUNITY ASSOCIATION, INC.**, a not-for-profit corporation, which, pursuant to the Amendment adopted in connection with the merger, shall change its name to **WYCLIFFE GOLF AND COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC.**
4. The Plan of Merger and its incorporated amendments were adopted by the Board of Directors of **WYCLIFFE COMMUNITY ASSOCIATION, INC.** at a meeting held on September 27, 2018 pursuant to Section 617.1103, and Chapter 720, Fla. Stat., and were adopted by the Members of **WYCLIFFE COMMUNITY ASSOCIATION, INC.** at a meeting held on November 1, 2018, by a sufficient number of votes cast for approval pursuant to the governing documents of said corporation.
5. The Plan of Merger was also adopted by the Board of Directors of **WYCLIFFE GOLF AND COUNTRY CLUB, INC.** at a meeting held on September 27, 2018, pursuant to Section 617.1103, Fla. Stat., and was adopted by the Members of **WYCLIFFE GOLF AND COUNTRY CLUB, INC.** at a meeting held on November 1, 2018, by a sufficient number of votes cast for approval pursuant to the governing documents of said corporation.
6. The Effective Date of the merger of the Constituent Corporations shall be December 31, 2018.

Dated this 26 day of November, 2018.

*Original*

**WYCLIFFE COMMUN**  
(n/k/a **WYCLIFFE**  
**HOMEOWNERS' AS**  
Effective Date)

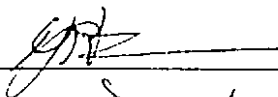
By: \_\_\_\_\_

Print Name: J.

Title: Pres.

Acknowledged and agreed this 23 day of November, 2018.

**WYCLIFFE GOLF AND COUNTRY CLUB, INC.**

By: 

Print Name: Douglas R. Lipman

Title: President

## **PLAN OF MERGER**

**THIS PLAN OF MERGER** dated November 20, 2018 ("Plan of Merger"), is made between **WYCLIFFE COMMUNITY ASSOCIATION, INC.** ("WCA") and **WYCLIFFE GOLF AND COUNTRY CLUB, INC.** ("Country Club"), such corporations being hereinafter collectively referred to as the "Constituent Corporations":

**WHEREAS**, WCA is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, having been incorporated on February 1, 1989, as a not-for-profit corporation pursuant to Chapter 617, Fla. Stat., the members of which are entitled to vote on this Plan of Merger; and

**WHEREAS**, Country Club is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, having been incorporated on January 23, 1989 a not-for-profit corporation pursuant to Chapter 617, Fla. Stat., the members of which are entitled to vote on this Plan of Merger; and

**WHEREAS**, the Board of Directors of WCA and the Board of Directors of Country Club deem it advisable and in the best interests of said corporations that Country Club be merged with and into WCA as authorized by Section 617.1101(1), Fla. Stat. pursuant to the terms hereinafter set forth; and

**WHEREAS**, on September 27, 2018, greater than a majority of the Board of Directors of WCA adopted a Resolution approving this Plan of Merger including all of its component parts; and

**WHEREAS**, on September 27, 2018, greater than a majority of the Board of Directors of Country Club adopted a Resolution approving this Plan of Merger including all of its component parts; and

**NOW THEREFORE**, in consideration of the premises and the mutual covenants and agreement herein contained, and for the purpose of setting forth the terms and conditions of this Plan of Merger and the mode of carrying this merger into effect and such other details and provisions as are deemed necessary or desirable, the parties hereto have agreed, subject to the requisite approvals of the Members of each corporations and other conditions as hereinafter set forth, as follows:

1. The above recitations are true and correct and incorporated herein as if fully set forth below.
2. The Effective Date of the merger of the Constituent Corporations shall be December 31, 2018, as provided in the Articles of Merger attached hereto as Exhibit "A" and made a part hereof ("Articles of Merger").

3. On the Effective Date:

- a. Country Club shall be merged with and into WCA. WCA shall be and is hereby designated as the "Surviving Corporation", and, pursuant to amendments to its Articles of Incorporation adopted as part of the merger, shall change its name to "Wycliffe Golf and Country Club Homeowners' Association, Inc."
- b. The Registered Agent of the Surviving Corporation shall be Associated Corporate Services whose address is 6111 Broken Sound Parkway NW, Ste. 200, Boca Raton, FL 33487 until determined otherwise.
- c. The Surviving Corporation shall continue to be a Florida not-for-profit corporation pursuant to Section 617.0302(16), Fla. Stat.
- d. The Surviving Corporation shall continue to be defined as a "Homeowners' Association" pursuant to Section 720.301(9) Fla. Stat.
- e. The legal existence of the entity formerly known as the Wycliffe Golf and Country Club, Inc. shall be extinguished.
- f. The Articles of Incorporation of the Surviving Corporation shall be the Articles of Incorporation of the WCA, as amended and restated in accordance with those certain Amended and Restated Articles of Incorporation attached hereto as Exhibit "B" and made a part hereof ("Amended and Restated Articles").
- g. The By-Laws of the Surviving Corporation shall be the By-laws of the WCA, as amended and restated in accordance with those certain Amended and Restated By-Laws attached hereto as Exhibit "C" and made a part hereof ("Amended and Restated By-Laws").
- h. The Declaration of Covenants, Conditions and Restrictions of the Surviving Corporation shall be amended and restated in accordance with the Declaration of Covenants, Conditions and Restrictions of the Association, attached hereto as Exhibit "D" and made a part hereof ("Amended and Restated Declaration").
- i. At the Effective Date, all members of the Country Club who are members of the WCA shall remain members of the Surviving Corporation, with rights, privileges and responsibilities consistent with the status of each Member as further described in the Amended and Restated Articles, the Amended and Restated By-Laws, and the Amended and Restated Declaration.

- j. Each Member of the Country Club possesses a Membership as described in the Country Club's pre-merger Amended and Restated By-Laws. At the Effective Date, each Country Club Membership shall convert automatically into a Club Membership in the Surviving Corporation.
- k. The Surviving Corporation shall post-merger: (i) possess all of the rights, privileges, powers and franchises, (ii) be subject to the all the restrictions, disabilities and duties, (iii) own and control all property, real, personal and mixed, (iv) be responsible for any and all debts due on whatever account, and (v) retain rights in any and all claims or actions, arising from, related to, assumed, assigned, owned or controlled by each Constituent Corporation as provided in, Fla. Stat. §617.1106.
- l. All corporate acts, plans, policies, contracts, approvals and authorizations of Country Club operated or approved by its Members, Board of Directors and authorized committees elected or appointed by said Board of Directors, Officers and agents, that are valid and effective prior to the Effective Date, shall be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of the Surviving Corporation and shall be effective and binding thereon as the same were with respect to Country Club.
- m. The assets, liabilities, reserves and accounts of each Constituent Corporation shall be recorded on the books of the Surviving Corporation in conformity with the pre-merger rights and obligations of the members of the Constituent Corporations.
  - i) The Country Club's obligation to return funds to a Member who sells his or her Unit to a new Member and have the Country Club repurchase his or her Membership shall become the Surviving Corporation's obligation as set forth within the Amended and Restated By-Laws being adopted as part of the merger.
  - ii) Any portion of reserve funds of the WCA in existence on the Effective Date of the merger which were paid by Non-Amenity Members shall not be used for the maintenance, operation, or improvement of Club Facilities. Non-Amenity Members and Club Facilities, as used in this paragraph shall have the same meaning as in the Amended and Restated Declaration.
- n. Immediately prior to the Effective Date, the Board of Directors of the WCA consists of fifteen (15) Directors and the Board of Directors of the Country Club consists of fifteen (15) Directors. At the Effective Date, the Surviving Corporation shall have nineteen (19) Directors and four (4) Officers, being those specifically identified in the Amended and Restated



By-Laws. After the Effective Date, the composition of Surviving Corporation's Board of Directors shall be determined as set forth in the Amended and Restated By-Laws.

- o. At the Effective Date, the Rules and Regulations of the Constituent Corporations shall automatically become the Surviving Corporation's rules and regulations which shall remain in full force and effect until post-merger Rules and Regulations can be adopted and published.
- 4. The effectiveness of this Plan of Merger shall be conditioned upon the occurrence of each and every of the following:
  - a. For the WCA, approval of (i) this Plan of Merger; (ii) the Articles of Merger; (iii) the Amended and Restated Articles; (iv) the Amended and Restated By-Laws; and (v) the Amended and Restated Declaration by 51% or greater of the WCA's directors and by greater than two-thirds (2/3rds) of the members of the WCA voting in person or by proxy at a special members' meeting, provided that the approvals obtained from members represent at least a majority of the total WCA membership voting interest; and
  - b. For the Country Club, approval of this Plan of Merger by greater than a majority of the Country Club's directors and by greater than a majority of Country Club members voting at a special members' meeting at which a quorum is present and for which there has been a fully documented special mailing.
- 5. Upon approval as provided in paragraph 4 (a) and (b) above, the Articles of Merger and the Amended and Restated Articles shall forthwith be filed with the Secretary of State, State of Florida.
- 6. Upon approval as provided in paragraph 4 (a) and (b) above, the Plan of Merger, Articles of Merger, Amended and Restated Declaration, Amended and Restated Articles, and Amended and Restated Bylaws shall be filed in the Public Records of Palm Beach County, Florida.

7. The Board of Directors of WCA and the Board of Directors of Country Club may not abandon the merger after approval has been provided as per paragraphs 4 (a) and (b) above.
8. Each Constituent Corporation has disclosed to the other Constituent Corporation its financial statements, balance sheets, tax returns, and schedule of assets, all of the foregoing for the preceding five (5) years and prepared according to generally accepted accounting principles (GAAP). Each Constituent Corporation has disclosed to the other Constituent Corporation its membership roster, schedule of all contracts, and other obligations and benefits to which it is a party.
9. The Plan of Merger and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida. Venue for all proceedings hereunder shall be in Palm Beach County, Florida.
10. This Plan of Merger cannot be altered or amended except pursuant to an instrument in writing signed on behalf of both Constituent Corporations, and approved by the members of the Constituent Corporations as provided in paragraphs 4 (a) and (b) above.
11. In order to facilitate the filing and recording of the documents described in this Plan of Merger, any number of counterparts hereof may be executed, and each such counterpart shall be deemed to be an original instrument.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the date and year first above written.

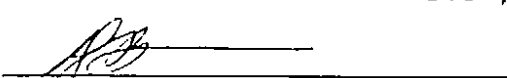
**WYCLIFFE COMMUNITY ASSOCIATION, INC.**

By: 

Print Name: Terrell L. Kahan

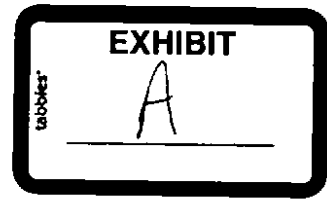
Title: Pres. WCA

**WYCLIFFE GOLF AND COUNTRY CLUB, INC.**

By: 

Print Name: Douglas R. Lipman

Title: President



**ARTICLES OF MERGER**  
(Pursuant to Section 617.1105, Fla. Stat.)

1. The undersigned corporation, **WYCLIFFE COMMUNITY ASSOCIATION, INC.**, a not-for-profit corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, together with **WYCLIFFE GOLF AND COUNTRY CLUB, INC.**, a not-for-profit corporation, duly organized, validly existing and in good standing under the laws of the State of Florida (hereinafter collectively referred to as the "Constituent Corporations") have adopted a Plan of Merger.
2. Pursuant to Section 617.1105, Fla. Stat., attached hereto and made a part hereof is the Plan of Merger with an Amendment to the Articles of Incorporation of the Surviving Corporation appended as Exhibit "B" thereto (the "Amendment").
3. The Surviving Corporation under the Plan of Merger is **WYCLIFFE COMMUNITY ASSOCIATION, INC.**, a not-for-profit corporation, which, pursuant to the Amendment adopted in connection with the merger, shall change its name to **WYCLIFFE GOLF AND COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC.**
4. The Plan of Merger and its incorporated amendments were adopted by the Board of Directors of **WYCLIFFE COMMUNITY ASSOCIATION, INC.** at a meeting held on September 27, 2018 pursuant to Section 617.1103, and Chapter 720, Fla. Stat., and were adopted by the Members of **WYCLIFFE COMMUNITY ASSOCIATION, INC.** at a meeting held on November 1, 2018, by a sufficient number of votes cast for approval pursuant to the governing documents of said corporation.
5. The Plan of Merger was also adopted by the Board of Directors of **WYCLIFFE GOLF AND COUNTRY CLUB, INC.** at a meeting held on September 27, 2018, pursuant to Section 617.1103, Fla. Stat., and was adopted by the Members of **WYCLIFFE GOLF AND COUNTRY CLUB, INC.** at a meeting held on November 1, 2018, by a sufficient number of votes cast for approval pursuant to the governing documents of said corporation.
6. The Effective Date of the merger of the Constituent Corporations shall be December 31, 2018.

Dated this 26 day of November, 2018.

**WYCLIFFE COMMUNITY ASSOCIATION, INC.**  
(n/k/a **WYCLIFFE GOLF AND COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC.** on and after the Effective Date)


By: 

Print Name: Terrold L. Kahan

Title: Pres. WCA

Acknowledged and agreed this 23 day of November 2018.

**WYCLIFFE GOLF AND COUNTRY CLUB, INC.**

By: 

Print Name: Douglas R. Lipman

Title: PRESIDENT

EXHIBIT "B"

AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
~~WYCLIFFE COMMUNITY ASSOCIATION, INC.~~  
WYCLIFFE GOLF AND COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC.

Pursuant to §617.1101, et seq., of the Florida Not For Profit Corporation Act, Wycliffe Golf and Country Club, Inc. ("Country Club"), a Florida not for profit corporation, was merged with and into Wycliffe Community Association, Inc. ("Association"), a Florida not for profit corporation, pursuant to a Plan of Merger, dated \_\_\_\_\_, 2018 ("Plan of Merger"). As part of the Plan of Merger, the requisite number of members and Board of Directors of each of the Country Club and the Association approved the following Amended and Restated Articles of Incorporation ("Articles"), amending and restating in their entirety the prior Articles of Incorporation of Wycliffe Community Association, Inc. and changing Wycliffe Community Association, Inc.'s name to Wycliffe Golf and Country Club Homeowners' Association, Inc. The undersigned subscriber, for purposes of forming a corporation not for profit under Chapters 617 and 720 of the laws of the State of Florida, hereby subscribes to, acknowledges and files the following Amended and Restated Articles of Incorporation.

**ARTICLE I**

**Name**

The name of the corporation shall be ~~WYCLIFFE COMMUNITY ASSOCIATION, INC.~~ WYCLIFFE GOLF AND COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC. (the "Association").

**ARTICLE II**

**Duration**

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

**ARTICLE III**

**Purposes**

The Association does not contemplate pecuniary gain or profit to the members thereof, and the principal objectives and purposes for which the Association is formed are to provide for a properly authorized and financially responsible entity which is acceptable to the proper state and local governmental divisions and/or subdivisions thereof to acquire, reacquire, own, maintain, preserve, control and safeguard the streets and private roadways, lakes and Water Management System, conservation, wetland and preserve areas, public rights-of-way, medians, canals, irrigation systems, landscaping, street lights, signs entry features, sprinklers, walks and other common area facilities and improvements, recreational amenities, pipes and pumps common to the residential community known as "Wycliffe Golf and Country Club" ("Wycliffe") in ~~the City of Lake Worth~~, Palm Beach County, Florida, as more fully described in the ~~Second~~ Third Amended and Restated Declaration of Covenants, Conditions, and Restrictions for

Wycliffe Golf and Country Club Homeowners' Association, Inc. ("Declaration") as recorded in the Public Records of Palm Beach County, Florida and as same may be amended from time to time, and such additional portions of Wycliffe as may be brought within the jurisdiction of the Association; to maintain the Community-Wide Standard as more particularly defined in the Declaration; and to maintain, preserve, control and safeguard those certain Areas of Common Responsibility, if any, which by the terms of the Declaration may become the responsibility of the Association and to perform such other duties and obligations as set forth in the Declaration.

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

B. To further promote the congenial atmosphere among the members of the Association furthering their common interests and objectives and the maintenance of the Community-Wide Standard.

C. To assess and collect from members base assessments, special assessments and other assessments as provided for in the Declaration.

D. To do everything necessary, proper or convenient for the accomplishment of the purposes set forth herein and in the Declaration, and to do every other act which is not forbidden under the laws of the United States of America, the State of Florida (specifically Chapters 617 and 720) or by the provisions of these Articles of Incorporation.

E. The Association intends that it qualify for exemption from federal income taxes under the Internal Revenue Code, as amended, and these Articles of Incorporation shall be construed consistently with the requirements thereof.

## **ARTICLE IV**

### **Membership**

A person or entity shall become a member of the Association upon becoming the record title holder acquisition of fee simple title to any Unit in "Wycliffe" by filing a deed or similar conveyance instrument in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, evidencing such ownership. Membership shall continue until such time as the Member transfers or conveys his interest of record or the interest is transferred and conveyed by operation of law. If title to a Unit is held by more than one person, each person shall be a Member of the Association, but no Unit shall be entitled to more than one (1) vote. Membership shall be appurtenant to and may not be separated from ownership of any Unit. No person or entity holding an interest of any type or nature whatsoever in a Unit only as the security for performance of an obligation shall be a Member of the Association.

## ARTICLE V

### Voting Rights

~~The Association shall have two (2) types of voting Members:~~

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

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

B. ~~Class "B".~~ The Class "B" Member shall be the fee simple title holder to the Country Club Property, as defined in the Declaration. ~~The Class "B" Member shall be entitled to cast, through its representative, twenty five (25) votes with respect to Association matters requiring membership vote, unless specified otherwise in these Amended and Restated Articles of Incorporation, the Declaration or the By Laws. The Class "B" Member shall designate its representative by filing written notice of such designation with the Secretary of the Association and such representative may cast all such votes of the Class "B" Member as he or she, in his or her sole discretion, deems appropriate.~~ Intentionally omitted.

C. Districts. Every Unit shall be located within a District as defined in the Declaration.

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

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



## ARTICLE VI

### Board of Directors

The affairs of the Association shall be administered by the its Board of Directors. Members of the Association's Board of Directors must be Members of the Association, consisting of fifteen (15) persons who are Members of the Association. The Board of Directors shall be in the following proportions: (i) one (1) director representing each of the fourteen (14) Districts comprising "Wycliffe", as defined in the Declaration, and (ii) one (1) director who shall always be selected by the Class "B" Member, with each such director being selected only by members of his/her respective District. The first Board of Directors following the effective date of the merger of the Association and the Country Club ("initial post-merger Board") shall be comprised of the following persons:

_____	• Doug Lipman, who shall serve as President
_____	• Susan Brenner, who shall serve as Vice President
_____	• Bob Guarino, who shall serve as Secretary
_____	• Ed Goldstein, who shall serve as Treasurer
_____	• Murray Palent
_____	• Alan Eckert
_____	• Diane Gower
_____	• Leslie Gross
_____	• Steve Hochenberg
_____	• Jerry Kahan
_____	• Lee Kroll
_____	• Alan Layne
_____	• John Mirenda
_____	• Brian Mirson
_____	• Bob Monsour
_____	• Carl Rothbaum
_____	Bruce Schatz
_____	Art Spector
_____	Sue Webber

The terms of all of the directors and officers comprising the initial post-merger Board shall expire upon the adjournment of the Association's first annual meeting to take place following the effective date of the merger of the Association and the Country Club provided that there is a quorum of Members at such annual meeting. At the Association's first annual meeting following the effective date of this merger, the Association's Members shall elect eleven (11) directors and establish staggered director terms as follows: the four (4) candidates receiving the highest number of votes shall serve three-year terms, the four (4) candidates receiving the next highest number of votes shall serve two-year terms, and the three (3) candidates who are elected to the board having received the fewest number of votes shall serve one-year terms. At each annual meeting thereafter, the Association's Members shall elect the number of directors equivalent to the number of terms expiring, and each director who is elected shall serve a three-year term unless a shorter term is required to re-establish staggered terms. Tie votes that are material to establishing staggered terms, as indicated, or that are material to determining which candidates

are elected to the Board of Directors shall be resolved by agreement of the candidates affected by the tie vote or, if no such agreement is reached, by coin flip administered by a volunteer who is neither an officer, director, candidate for the Board of Directors, or employee of the Association.

A director shall serve until the adjournment of the annual meeting held in the year in which his or her successor is elected or his or her seat on the Board of Directors is eliminated. A Director shall be deemed to resign automatically from the Board of Directors in the event that he or she ceases to be a Member of the Association. Additionally, a Director who becomes 90 days delinquent in the payment of any fee, fine, or other monetary obligation to the Association shall be deemed to have abandoned his or her seat on the Board of Directors, creating a vacancy. Election procedures shall be as set forth in the Association's By-Laws. Any vacancies occurring on the Board of Directors shall ~~always be filled in the same proportions as provided for herein~~ as provided in the Association's By-Laws. Directors may resign, or may be removed or otherwise replaced as provided in Chapter 720, Florida Statutes, as amended from time to time and in the By-Laws as they may be amended from time to time.

## **ARTICLE VII**

### **Dissolution**

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

## **ARTICLE VIII**

### **Amendments**

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

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

A copy of each amendment shall be filed and certified by the Secretary of the State of the State of Florida.

## **ARTICLE IX**

### **Officers**

The officers of the Association shall be a President, a Vice-President, a Secretary, a Treasurer, and such other officers as may be provided in the By-Laws.

## **ARTICLE X**

### **Indemnification of Officers and Directors**

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

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

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

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

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

Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association from time to time as incurred rather than only after the final disposition of such action, suit or proceeding. Payment of such expenses shall be authorized by the Board of Directors in each specific case only after receipt by the Association of an undertaking by or on behalf of the

Director or officer to repay such amounts if it shall later develop that he is not entitled to be indemnified by the Association.

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

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

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

## **ARTICLE XI**

### **Transaction in which Directors or Officers are interested**

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

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

## ARTICLE XII

### Registered Office and Agent

The street address of the registered office of this Corporation is ~~1601 Forum Place, Suite 700, West Palm Beach, Florida 33401~~ 6111 Broken Sound Parkway NW, Suite 200, Boca Raton, FL 33487 and the name of the registered agent of this Corporation at that address is Associated Corporate Services.

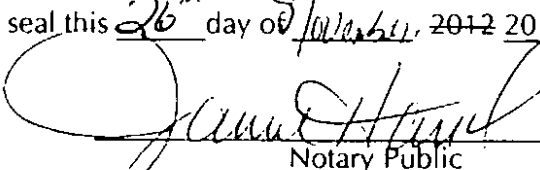
IN WITNESS WHEREOF, I, ~~Steve Roth~~ Jerry Kahan President of Wycliffe Community Association, Inc. n/k/a Wycliffe Golf and Country Club Homeowners' Association, Inc. upon the merger Effective Date, have hereunto affixed my signature this 26 day Nov. 2018 2012 2018.

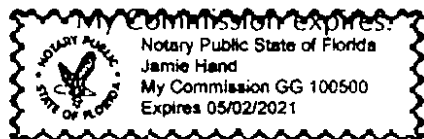
  
Steve Roth Jerry Kahan, President

STATE OF FLORIDA                     )  
   )  
COUNTY OF PALM BEACH            )

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared ~~Steven Roth~~ Jerry Kahan, President, of Wycliffe Community Association, Inc. n/k/a Wycliffe Golf and Country Club Homeowners' Association, Inc. on and after the merger Effective Date and who executed the foregoing Articles of Incorporation and they acknowledged before that they executed the same for the purposes therein expressed.

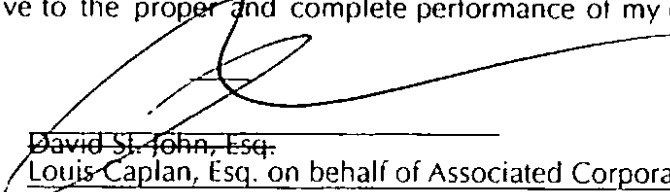
WITNESS my hand and official seal this 26<sup>th</sup> day of November, 2012 2018.

  
Notary Public



### ACCEPTANCE OF REGISTERED AGENT

The undersigned hereby accepts the designation of Registered Agent of ~~Wycliffe Community Association, Inc.~~ Wycliffe Golf and Country Club Homeowners' Association, Inc. as set forth in Article XII of these Articles. I agree to act in the capacity and I further agree to comply with the provisions of all Statutes relative to the proper and complete performance of my duties.

  
David St. John, Esq.  
Louis Caplan, Esq. on behalf of Associated Corporate Services

Amended and Restated Articles of Incorporation

EXHIBIT "C"

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

Pursuant to §617.1101, et seq., of the Florida Not For Profit Corporation Act, Wycliffe Golf and Country Club, Inc. ("Country Club"), a Florida not for profit corporation, was merged with and into Wycliffe Community Association, Inc. ("Association"), a Florida not for profit corporation, pursuant to a Plan of Merger, dated \_\_\_\_\_, 2018 ("Plan of Merger"). As part of the Plan of Merger, the requisite number of members and Board of Directors of each of the Country Club and the Association approved the following Amended and Restated By-Laws ("By-Laws"), amending and restating in their entirety the prior By-Laws of Wycliffe Community Association, Inc. and changing Wycliffe Community Association, Inc.'s name to Wycliffe Golf and Country Club Homeowners' Association, Inc.

**ARTICLE I**

**Name, Principal Office, and  
Definitions**

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

Section 2. Principal Office. The principal office of the Association in the State of Florida shall be located at 4150 Wycliffe Country Club Boulevard, Wellington, Florida 33449. The Association may have such other offices, either within or outside the State of Florida, as the Board of Directors may determine or as the affairs of the Association may require.

Section 3. Definitions. The words used in these By-Laws shall have the same meaning as set forth in that ~~Second~~ Third Amended and Restated Declaration of Covenants, Conditions, and Restrictions for ~~Wycliffe Community Association~~ Wycliffe Golf and Country Club Homeowners' Association, Inc. (said Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), unless the context shall prohibit.

**ARTICLE II**

**Association: Membership, Meetings, Quorum, Voting,  
Proxies**

Section 1. Membership. ~~The Association shall have two (2) classes of membership, Class "A", Class "B"~~ All Owners shall be Members of the Association, as more fully set forth in the Declaration. The terms of the Declaration pertaining to ~~such~~ membership ~~classes~~ are specifically incorporated herein by reference.

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

Section 3. Annual Meetings. The annual meetings shall be set by the Board of Directors so as to occur ~~prior to the close of the Association's fiscal year on a date and time set by the Board of Directors~~ in March each year. The exact time, date and place of such annual meeting shall be as determined by the Board of Directors from time to time.

Section 4. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association (i) if so directed by resolution of a majority of a quorum of the Board of Directors, or (ii) upon receipt of a petition signed the Members representing at least ~~twenty five~~ ten percent (25%)(10%) of the total votes of the membership of the Association. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Association shall be delivered, either personally or by mail, or via electronic transmission as set forth below, to each Member entitled to vote at such meeting, not less than fourteen (14) nor more than fifty (50) days before the date of such meeting, by or at the direction of the President ~~or the Secretary or the officers or persons calling the meeting~~ except in an ~~emergency~~ Emergency. Notices of all meetings must be posted in a conspicuous place in the community concurrently with the notice to the Members except in an ~~emergency~~ Emergency. The Association, in addition to posting notices, may broadcast notices on a closed circuit television system, provided that the broadcast is made at least four (4) times every broadcast hour of each day that a posted notice is required. ~~For purposes of this section, an emergency includes instances in which there is an immediate threat to the continued well-being of Association property or members of the Association, financially or otherwise.~~

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

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

Notice of Members Meetings Via Electronic Transmission (e-mail): The Association may, instead of mailing or, personally delivering notice of Members meetings, give such notice via electronic transmission (e-mail) to those Members consenting in writing to receive such notice via e-mail. If a Member consents to receive notice via e-mail, the e-mail notice shall be instead of mailing or personal delivery - the Association shall not be required to give notice by both methods. The Association Board may implement a procedure and forms for Members to consent in writing for receiving notices via e-mail. Members shall strictly adhere to the Board's procedures. Notice shall be deemed given when the e-mail is sent - the Association is not responsible for receipt. Documents are deemed included with the notice if attached to the e-mail regardless of whether the recipient can open the attachment. The Association is not responsible as to whether the recipient can open attachments. However, if a Member cannot open the attachment, the Association will provide the Member with a paper copy of the attachment upon request. Any Member who consents to receiving notices via e-mail may thereafter withdraw the consent. The withdrawal of consent shall be in writing delivered to the Association office in accordance with the procedures of the Board. The procedures may include requiring a form to be completed. If the recipient is called upon to vote on a matter, the Association may require the vote to be submitted via personal delivery or U.S. Mail. Members consenting to receive notice via e-mail are required to strictly follow any procedures required by the Association. Pursuant to Chapter 720 of the Florida Statutes, the Association is required to maintain as part of the Official Records the e-mail addresses of Members consenting to receive notice via e-mail ~~however the e-mail addresses of Members may not be disclosed to the membership.~~

Section 6. Waiver of Notice. Waiver of notice of a meeting of the Association shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Association, either before or after such meeting. Attendance at a meeting by a Member shall be deemed a waiver by such Member of notice of the time, date, and place thereof, unless such member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed a waiver of notice of all business transacted thereat unless an objection to the calling or convening of the meeting for which proper notice was not given is raised before the business is put to a vote.

Section 7. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.



The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to have less than a quorum, provided that Members representing at least twenty-five (25%) percent of the total Members remain in attendance, and provided further that any action taken is approved by at least a majority of the Members required to constitute a quorum.

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

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

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

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

Section 11. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting. Any Owner who personally attends a Members meeting or Board meeting may tape record or videotape the meeting. Such tape recording or videotaping shall not interfere with the meeting, shall not interfere with the Board, and shall be subject to any rules and policies of the Board.

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

### **ARTICLE III**

#### **Board of Directors: Number, Power, Meetings**

Amended and Restated By-Laws

A. Composition and Selection

Section 1. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one (1) vote. The directors shall be Members of the Association. ~~or spouses of such Members; provided, however, n~~  
No person and his or her spouse may serve on the Board at the same time. In the case of an Owner which is a corporation or partnership, trust or limited liability company, the person designated in writing to the Secretary of the Association as the representative of such corporation, trust or partnership shall be eligible to serve as a director.

Section 2. Number of Directors. The number of Directors in the Association shall be ~~fifteen (15)~~ as provided in Section 3 below.

Section 3. Selection Election and Term of Office. ~~Notwithstanding any other provision contained herein, at the annual meeting each District shall select, either by election, appointment or otherwise, one (1) director for each District contained in the Development Plan and the Class "B" Member shall select one (1) director for a total of fifteen (15) Directors. No more than one (1) director shall be selected from any District. At all times, at least one (1) director shall be an appointee of the Class "B" Member. Each director shall be selected to serve a term of one (1) year.~~

~~The directors selected by the Districts shall hold office until their respective successors have been selected in accordance with the procedures set up by each District Association or District Committee. Directors may be selected to serve any number of consecutive terms.~~

The first Board of Directors following the effective date of the merger of the Association and the Country Club ("initial post-merger Board") shall be comprised of the following persons:

_____	Doug Lipman, who shall serve as President
_____	Susan Brenner, who shall serve as Vice President
_____	Bob Guarino, who shall serve as Secretary
_____	Ed Goldstein, who shall serve as Treasurer
_____	Murray Palent
_____	Alan Eckert
_____	Diane Gower
_____	Leslie Gross
_____	Steve Hochenberg
_____	Jerry Kahan
_____	Lee Kroll
_____	Alan Layne
_____	John Mirenda

Brian Mirson  
Bob Monsour  
Carl Rothbaum  
Bruce Schatz  
Art Spector  
Sue Webber

The terms of all of the directors and officers comprising the initial post-merger Board shall expire upon the adjournment of the Association's first annual meeting to take place following the effective date of the merger of the Association and the Country Club provided that there is a quorum of Members at such annual meeting. At the Association's first annual meeting following the effective date of this merger, the Association's Members shall elect eleven (11) directors and establish staggered director terms as follows: the four (4) candidates receiving the highest number of votes shall serve three-year terms, the four (4) candidates receiving the next highest number of votes shall serve two-year terms, and the three (3) candidates who are elected to the board having received the fewest number of votes shall serve one-year terms. At each annual meeting thereafter, the Association's Members shall elect the number of directors equivalent to the number of director terms expiring, and each director who is elected shall serve a three-year term unless a shorter term is required to re-establish staggered terms. Tie votes that are material to establishing staggered terms, as indicated, or that are material to determining which candidates are elected to the Board of Directors shall be resolved by agreement of the candidates affected by the tie vote or, if no such agreement is reached, by coin flip administered by a volunteer who is neither an officer, director, candidate for the Board of Directors, or employee of the Association.

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

The Association's Board of Directors shall be comprised of between seven (7) and nineteen (19) directors. The number of directors comprising the Board of Directors may be changed from time to time by two-thirds (2/3rds) vote of all of the members of Board of Directors, provided that such changes may only take effect prospectively corresponding with upcoming annual meetings and also provided that no director shall lose his or her position on the Board of Directors solely as the result of a reduction in the number of directors serving on the Board of Directors. Additionally, new director positions created by an increase in the number of directors serving on the Board of

Directors may only be filled by the Members at an election and may not be filled by appointment.

The election of directors shall be by vote of the Members of the Association taken at an annual meeting. The Association shall provide Members with a first notice of the date of the annual meeting at least sixty (60) days before the annual meeting is scheduled to occur. Members may nominate themselves to be candidates for the Board of Directors by notifying the Association in writing of their intent to be a candidate at least forty-two (42) days prior to the scheduled date of the annual meeting. A candidate's eligibility to serve shall be determined in accordance with Fla. Stat. §720.306, as amended from time to time. The Association shall provide Members with a second notice of the annual meeting at least thirty (30) days before the annual meeting is scheduled to occur advising of the date of the annual meeting and the names of candidates who have nominated themselves to run for the Board of Directors and who have been determined to be eligible to serve if elected. The second notice of the annual meeting shall also enclose a proxy form to be used by those Members who wish to vote at the annual meeting by proxy.

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

Candidate nominations may not be taken from the floor at an annual meeting. Voting at the election of directors shall be either in person or by proxy. The type of proxy used to elect directors shall be determined by the Board of Directors. An election of directors is not required at the annual meeting unless there are more candidates than director positions up for election. If an election is not required and is not held, then the names of the members serving on the Board of Directors shall be announced at the earliest feasible time.

~~Section 4. Removal Director Terms, Recall of Directors, and Vacancies. Any director selected by a District or the Class "B" Member, may be removed with cause, by the vote of the Directors holding a majority of the Board of Directors. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall then be selected by the District or the Class "B" Member, as appropriate, as soon as possible thereafter to fill the vacancy for the remainder of the term of such director provided such successor is an Owner of a Unit within the same District of the director that was removed, or in the case of the Class "B" Member director, a current director or officer of Wycliffe Golf and Country Club, Inc.~~

~~Any director selected by a District or the Class "B" Member who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of any assessment or other charge due the Association for more than thirty (30) days may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, to the extent permitted by Florida Statutes, as amended from time to time. In the event of the death, disability, or resignation of a director, a vacancy may be declared by the Board, and a successor may be selected by the District or the Class "B" Member, as appropriate, as soon as possible thereafter, provided such successor is an Owner of a Unit within the same District of the director that was removed, or in the case of the Class "B" Member director, a current director or officer of Wycliffe Golf and Country Club, Inc. Any successor director shall serve for the remainder of the term of the director who vacated the position.~~

A director shall serve until the adjournment of the annual meeting held in the year in which his or her successor is elected or his or her seat on the Board of Directors is eliminated. A director may resign at any time by tendering his or her written resignation to the Association, and resignations shall be deemed to be effective when they are received unless another effective date is specified in writing. A director shall be deemed to automatically resign from the Board of Directors in the event that he or she ceases to be a Member of the Association. A director shall also be deemed to automatically resign from the Board of Directors if he or she fails to attend two-thirds (2/3rds) of the Association's regular Board meetings in any one (1) fiscal year. Additionally, a director who becomes 90 days delinquent in the payment of any fee, fine, or other monetary obligation to the Association shall be deemed to have abandoned his or her seat on the Board of Directors, creating a vacancy.

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

## B. Meetings.

Section 1. Organizational Meeting. The first meeting of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

Section 2. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of the time and place of the meeting shall be communicated to directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a

written consent to holding of the meeting. Notices of all Board meetings must be posted in a conspicuous place in the community at least 48 hours in advance of a meeting, except in an ~~emergency~~ Emergency. In the alternative, if notice is not posted in a conspicuous place in the community, notice of each Board meeting must be mailed or delivered to each Owner at least 7 days before the meeting, except in an ~~emergency~~ Emergency. Notwithstanding this general notice requirement, as an alternative to posting or mailing the notice, the notice for a meeting may be accomplished by publication or by posting and the continuous broadcast of notices on a closed circuit television system, provided that the broadcast is made at least four (4) times every broadcast hour of each day that a posted notice is required.

Section 3. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President of the Association or by ~~any three (3)~~ a majority of all directors then serving on the Board of Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods: (a) by personal delivery; (b) written notice ~~by written notice~~ by first class mail, postage prepaid; or (c) by telegram, charges prepaid. All such notices shall be sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a ~~United States~~ United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, or telegraph shall be delivered, or given to the telegraph company at least seventy-two (72) hours before the time set for the meeting. Notices of all special Board meetings must be posted in a conspicuous place in the community at least 48 hours in advance of a meeting, except in an ~~emergency~~ Emergency. In the alternative, if notice is not posted in a conspicuous place in the community, notice of each special Board meeting must be mailed or delivered to each Owner at least 7 days before the meeting, except in an ~~emergency~~ Emergency. Notwithstanding this general notice requirement, as an alternative to posting or mailing the notice, the notice for a meeting may be accomplished by publication. The Association ~~in addition to~~ in lieu of posting notices, may broadcast notices on a closed circuit television system, provided that the broadcast is made at least four (4) times every broadcast hour of each day that a posted notice is required.

Section 4. Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice ~~if~~ if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 5. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 6. Compensation. No director shall receive any compensation from the Association for acting as such and may not in any other way benefit financially from service to the Association except to the extent permitted by Florida Statutes, as amended from time to time; provided any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors.

Section 7. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings requiring a vote occurring at such meetings. Meetings may be conducted by telephone and shall be considered as any other meeting, provided all directors are able through telephone connection to hear and be heard. A vote or abstention from voting on each matter voted upon for each Director present at a Board meeting must be recorded in the minutes.

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

Section 8. Open Meetings. Except as otherwise provided herein, all meetings of the Board, except for meetings with the Association's legal counsel with respect to pending, threatened, or proposed litigation and meetings of the Board held for purpose of discussing personnel matters, ~~as provided by Florida law,~~ shall be open to all Members ~~as provided by Florida law, but Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any Member may speak.~~ and Members shall be permitted to speak for up to three (3) minutes concerning any agenda item provided that such Members are not disruptive and conclude their remarks promptly when told that their time to speak has elapsed. The Board of Directors shall have the authority to make and amend rules and regulations

governing the frequency, duration, and other manner of Member statements at Board meetings.

Section 9. Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors, and such consent shall have the same force and effect as a ~~unanimous~~ vote taken at a duly noticed meeting of the Board of Directors.

Section 10. Emergency Meetings of the Board of Directors. In the event of an Emergency, the President, in his or her sole discretion, may convene a meeting of the Board of Directors without any particular prior notice. In the event that the President convenes an Emergency Meeting of the Board of Directors, notwithstanding the Emergency circumstances and when possible, the President shall make reasonable efforts to provide prior notice of the meeting to Directors and Members.

C. Powers and Duties.

Section 1. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles, or these By-Laws directed to be done and exercised exclusively by the membership generally.

~~The Board of Directors may delegate to an executive committee consisting of not less than five (5) current Directors, who shall consist of the President, Vice President, Secretary, Treasurer and one (1) additional Director to be selected by a majority vote of the Board of Directors, the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent, in house manager or manager, if any, which might arise between meetings of the Board of Directors.~~

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

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



- installments, each such installment to be due and payable in advance on the first day of the first month of each quarter;
- (c) providing for the operation, care upkeep and maintenance of the Areas of Common Responsibility;
  - (d) designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Areas of Common Responsibility and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
  - (e) collecting the assessments, depositing the proceeds thereof in an insured financial institution in insured accounts or insured certificates of deposit which it shall approve, and using the proceeds to administer the Association; provided, however, that any reserve fund may be deposited in depositories other than banks as shall be determined by the directors in their best business judgment in one or more insured financial institutions in insured accounts or insured certificates of deposit;
  - (f) making and amending rules and regulations respecting the Areas of Common Responsibility as well as the individual Units and the actions of Members;
  - (g) opening of bank accounts on behalf of the Association and designating the signatories required;
  - (h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Areas of Common Responsibility in accordance with the other provisions of the Declaration and these By-Laws after damage or destruction by fire or other casualty;
  - (i) enforcing by legal means the provisions of the Declaration, these By-Laws, and the Rules and Regulations adopted by it and bringing any proceeding which may be instituted on behalf of or against the Owners concerning the Association;
  - (j) obtaining and carrying Officers and Directors insurance and insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;
  - (k) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;
  - (l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;
  - (m) making available to any prospective purchaser of a Unit, any Owner of a Unit, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage on any Unit, current copies of the Declaration, the Articles of Incorporation, the By-Laws, rules governing the Unit and all other books, records, and financial statements of the Association; ~~and~~
  - (n) permitting utility suppliers to use portions of the Common Area reasonably necessary to the opening development or operation of the Properties-;

- (o) making or contracting for the making of repairs, additions, and improvements to or alterations of the Club Facilities in accordance with the provisions of the Declaration and these By-Laws;
- (p) administering Club Memberships and taking legal action as appropriate to ensure that Unit purchasers and/or acquirers who are required to obtain Club Memberships do so;
- (q) fixing the prices, terms, and conditions of Club Memberships; and
- (r) filling vacancies on the Board of Directors as set forth in these By-Laws;
- (s) exercising powers conferred by Chapter 617, Florida Statutes, as amended from time to time; and
- (t) delegating responsibilities and/or authority to management, committees, or the Association's agents subject to the President's supervision.

## Section 2. Management Agent.

- (a) The Board of Directors may employ for the Association or contract for a professional management agent, ~~in-house manager or manager at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize, or contract with a managing agent for management services. The Board of Directors or the executive committee may delegate to the managing agent, in-house manager or manager, subject to the Board's or executive committee's supervision, all of the powers granted to the Board of Directors by these By Laws, other than the powers set forth in subparagraphs (a), (b), (f), (g), and (i) of Section 1 of this Article or as stated in the Declaration.~~
- (b) Any management contract must permit termination by either party with or without cause ~~and without termination fee~~ upon not more than ninety (90) days written notice to the other party.

Section 3. Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

- (a) accrual accounting, as defined by generally accepted accounting principles, shall be employed;
- (b) accounting and controls should conform to generally accepted accounting principles;
- (c) ~~cash accounts of the Association shall not be commingled with any other accounts~~ separate cash accounts may be established for the Association as determined by the Board of Directors, in its sole discretion;
- (d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Association; provided, however, nothing herein shall prohibit the managing agent from earning commissions for services performed by

- the managing agent in leasing Units on behalf of the Owners of such Units;
- (e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors;
  - (f) financial reports shall be prepared for the Association at least quarterly containing:
    - (i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;
    - (ii) a statement reflecting all cash receipts and disbursements for the preceding period;
    - (iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;
    - (iv) a balance sheet as of the last day of the preceding period; and
    - (v) a delinquency report listing all Owners who are delinquent in paying the quarterly installments of Base Assessments and any other assessments which they may have been assessed at the time of the report and describing the status of any action to collect such installments which remain delinquent (A quarterly installment of the Base Assessment shall be considered to be delinquent on the date it is due. Other assessments shall be considered to be delinquent on the fifteenth (15th) day after delivery or attempted delivery of notice of such assessment to the Owner, unless otherwise determined by the Board of Directors); and
  - (g) an annual report consisting of at least the following shall be prepared annually: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. The annual report referred to above shall be prepared in accordance with Florida Statutes, as amended from time to time, by an independent public accountant. Members will be provided written notice that a copy of the report is available at the Association's office at no charge.

Section 4. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of maintenance, repair or restoration of the Common Property or Areas of Common Responsibility without the approval of the Members of the Association. The Board shall also have the power to borrow money for other purposes; provided, however, ~~the Board shall comply with all provisions of the Declaration for special assessments~~ in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities to the Common Property or Areas of Common Responsibility (as distinguished from areas which are not Common Property or Areas of Common Responsibility including, but not limited to, Club Facilities) and the total amount of such borrowing exceeds or would exceed five percent (5%) of the current year's budget (excluding reserves and the amounts of budgeted capital expenditures) then

such borrowing shall require the affirmative approval of a majority of the Members of the Association who are present, in person or by proxy, at a meeting of the Members at which a quorum is present.

Section 5. Board Expenditures for Capital Improvements to the Common Property. The Board of Directors shall be authorized to make all expenditures within the approved budget for that fiscal year. The Board may amend the budget from time to time, where such budget amendment is necessary for required maintenance, repairs or ~~emergencies~~ Emergencies. Any non-budgeted expenditures for capital improvements to the Common Property (as distinguished from areas which are not Common Property including, but not limited to, Club Facilities) in excess of Two Hundred and Fifty Thousand (\$250,000.00) Dollars in the aggregate in any twelve-month period, which are not emergencies Emergencies nor are required maintenance or repairs, shall require approval of a majority of the votes cast at a duly convened meeting of the membership at which a quorum exists. This Two Hundred and Fifty Thousand (\$250,000.00) Dollars threshold is established as of 2018 and shall increase or decrease annually thereafter based upon the Consumer Price Index (All Urban Consumers) as identified and determined by the Board of Directors in its reasonable discretion.

Section 6. Rights of the Association. With respect to the Areas of Common Responsibility, and in accordance with the Articles of Incorporation and the Declaration, the Association shall have the right to contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational, and other agreements with trusts, condominiums, cooperatives, or Districts and other owners or residents associations, both within and without the Properties. Such agreements shall require the consent of a majority of the directors.

Section 7. Enforcement. The Board shall have the power to impose reasonable fines, and any fine which exceeds \$1,000 in the aggregate shall constitute a lien upon the property of the violating Owner, and to suspend the right of an Owner, or an Owner's tenants, guests, or invitees or both to use the Common Property and facilities for violation of any duty imposed under the Declaration, these By-Laws, or any Rules and Regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of Directors to ~~impose~~ prohibit an owner or tenant from having ingress or egress to or from a Unit. Using the automatic vehicle access lane is a privilege and not a right, and the Association may suspend rights to use the automatic vehicle access lane pursuant to Fla. Stat. §720.305, as amended from time to time, and/or, in the event of non-payment, pursuant to Article VII, Section 9(B) of the Declaration.

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

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 Association. The failure of the Board to enforce any provision of the Declaration, By-Laws, or Rule or Regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

A fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for a hearing. Fines imposed on the basis of a continuing violation may exceed \$1,000.00 but shall not exceed \$5,000.00 in the aggregate. In any action to recover a fine, the prevailing party is entitled to collect its reasonable attorney's fees and costs from the non-prevailing party as determined by the Court.

- (a) Notice. Prior to the imposition of any sanction hereunder, the Board 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) the time and place of a hearing to be held before the Covenant Enforcement Committee which shall take place a period of not less than fourteen (14) days after notice is given. ~~within which the alleged violator may present a written request for a hearing before the Covenant Enforcement Committee for a hearing.~~ If the Covenant Enforcement Committee by majority vote does not ~~approve~~ confirm the sanction stated in the notice it shall not be imposed.
- (b) Hearing. ~~If a~~ The hearing before the Covenant Enforcement Committee is ~~requested in a timely manner, the hearing~~ shall be held in executive session affording the Owner a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, Director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Covenant Enforcement Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the fourteen (14) day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any person.
- (c) Appeal. Following a hearing before the Covenant Enforcement Committee, the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right, a written notice of appeal must be received by the manager, President, or Secretary of the Association within thirty (30) days after the hearing date.
- (d) Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any provision of the Declaration, these By-Laws, or the Rules and Regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or

by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above, or by an action of eviction against any occupant of a Unit other than the Owner. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which enforcement is sought, shall pay all costs, including attorney's fees, paralegal and law clerk fees and costs actually incurred.

- (e) The Board of Directors may from time to time issue policies, procedures or additional rules to be followed in connection with imposition of fines or suspension of use rights.

## ARTICLE IV Officers

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer, to be elected from among the members of the Board. The Board of Directors may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. If possible, each officer should be from different Districts. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

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

Section 3. Removal. Any officer may be removed by at least a two-thirds (2/3rds) vote of the members of the Board of Directors in attendance at a duly noticed meeting of the Board of Directors at which a quorum of the Board of Directors is present. ~~whenever in its judgment the best interests of the Association will be served thereby.~~

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board of Directors. ~~The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.~~

The President shall preside at all meetings of the Board of Directors and enforce observance of the provisions of the Association's governing documents. The President may call special meetings of the Board of Directors, shall be an ex-officio member of all

committees and is empowered to execute all papers and documents requiring execution in the name of the Association. The President shall take all actions reasonably necessary to supervise the delegation of the Board of Directors' authority to management, committees, or the Association's agents.

In the absence or disability of the President, the Vice President shall perform and carry out all duties and responsibilities of the President. The Vice President shall be an ex-officio member of all committees.

The Secretary shall keep records and minutes of all Board of Directors and Membership meetings, and the Secretary shall be responsible for giving all required notices of such meetings. The Secretary shall have custody of the Seal of the Association and all Club Membership records shall be kept under the Secretary's supervision.

The Treasurer shall be Chairman of the Finance Committee. The Treasurer shall cause to be collected, held and disbursed, under the direction of the Board of Directors, all monies of the Association, and it shall be the Treasurer's duty to collect monies due to the Association. The Treasurer shall keep or cause to be kept regular books of account and all financial records of the Association, and shall prepare budgets and financial statements, when and in the form requested by the Board of Directors. The Treasurer shall deposit or cause to be deposited all monies of the Association in an account or accounts in the Association's name, in the bank or other depositories designated by the Board of Directors.

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

Section 6. Agreements, Contracts, Deeds, Leases. Checks. Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board of Directors.

## **ARTICLE V**

### **Committees**

Section 1. General. Committees are hereby authorized to perform such tasks and to serve for such periods as maybe designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Each committee shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors. Committee

meetings shall only be required to be open and noticed to the extent required by Chapter 720, Florida Statutes, as amended from time to time.

Section 2. Covenant Enforcement Committee. In addition to any other committees which may be established by the Board pursuant to Section 1 of this Article, the Board of Directors ~~may~~ shall appoint a Covenant Enforcement Committee consisting of at least ~~five (5)~~ three (3) and no more than twelve (12) members. The Committee shall be composed of persons permitted to serve pursuant to Fla. Stat. §720.305, as amended from time to time. Acting in accordance with the provisions of the Declaration, these By-Laws, and resolutions the Board may adopt, the Covenant Enforcement Committee, ~~if established,~~ shall be the hearing tribunal of the Association presiding over matters of fining and suspensions for non-compliance with the Declaration, these By-Laws, or Association rules in accordance with Fla. Stat. §720.305, as amended from time to time. ~~and shall conduct all hearing held pursuant to Article III of these By-Laws.~~ The Covenant Enforcement Committee shall be a standing committee. The Covenant Enforcement Committee shall act in accordance with the notice requirements and procedures as set forth in Section 720.305, Fla. Stat., as amended from time to time.

Section 3. Exeter District Committees. In addition to any other committees appointed as provided above, there shall be an Exeter District Committee because it lacks a formal organizational structure or association. Such Exeter District Committee shall consist of five (5) members.

The members of the Exeter District Committee shall be elected by the vote of Owners of Units within that District at an annual meeting of such Owners, at which the Owners of Units within that District holding at least one-third (1/3) of the total votes of Units in the District are represented, in person or by proxy. The Owners of Units within a District shall have the number of votes assigned to their Units in the Declaration. At the first annual meeting of the Exeter District following adoption of this amendment, the three (3) persons receiving the highest number of votes, the second highest number of votes and the third highest number of votes shall be deemed elected to two (2) year terms. The persons receiving the fourth and fifth highest number of votes shall be elected to a one (1) year term. Thereafter, Committee members shall be elected for a term of two (2) years or until their successors are elected. Any director elected to the Board of Directors from the Exeter District shall be an ex-officio member of the Committee. The Exeter District Committee may advise the Board on any issue, but shall not have the authority to bind the Board of Directors. The Exeter District shall have the authority to enforce restrictions imposed in the Association's governing documents against the Owners of Units within the District, in any manner provided by law and/or equity, including, but not limited to the right to levy fines.

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



transmitting any and all communications to the Board of Directors and shall be the Director from the Exeter District.

Section 4. Executive Committee. The Executive Committee shall consist of the President as Chairperson, the Vice President, the Secretary, the Treasurer and, in addition, one (1) Member of the Board of Directors elected by the Board of Directors. The Executive Committee shall have the powers of the Board of Directors during the interval between Board meetings on an Emergency basis when a quorum of the Board of Directors cannot convene. The Executive Committee will report any actions back to the balance of the Board of Directors as soon as possible. A quorum shall be a majority of the members of the Committee. Actions and resolutions shall require unanimous approval of the members present.

Section 5. The Finance Committee. The Finance Committee shall consist of the Treasurer as Chairperson and other Members as needed to support the work of the committee. The Finance Committee shall in general review and make recommendations on all matters pertaining to the Association's finances, including, but not limited to, the placing of insurance, the review of loan proposals and documents, the filing of tax returns, matters pertaining to taxes, the preparation of the annual operating and capital budgets, the preparation of the current reports for the Board of Directors on the Association's financial condition and the issuance to voting Members of a condensed quarterly operating statement.

Section 6. The Audit Committee. The Audit Committee shall function independently with Management and the Association's outside auditor to provide the Board with appropriate information. The Audit Committee is authorized to consider matters related to the annual independent audit process, including recommending the engagement of and receiving all reports from the independent certified public accountants. The Audit Committee shall: (1) recommend to the Board of Directors the selection of the auditor; (2) review the audited financial statements and the management comment letter from the independent auditor; (3) provide audit oversight by meeting with the auditor before the audit fieldwork begins, after fieldwork concludes and after the audited financial statements are issued so that any issues and/or concerns can be discussed openly with someone other than management; and (4) periodically review and assess internal controls. In order to enhance the level of independence of the audit function, the Chairperson shall designate one or more non-Director Members to be on the Audit Committee; provided, however, members of the Audit Committee should have knowledge of financial reports and a basic familiarity with generally accepted accounting principles and auditing standards. Notwithstanding the foregoing, financial reporting requirements shall be as set forth in Fla. Stat. §720.303(7), as amended from time to time, and nothing in this section shall be construed to require a that the Association undertake a higher level of financial reporting than is required by statute.

Section 7. Special Advisory Committees. Each of the following Special Advisory Committees, liaising with appropriate management personnel, shall submit to the Board of Directors for its approval recommendations for new policies and for changes in current policies with respect to its Committee. The Committees shall act only as consultants and advisors to the Board of Directors and officers.

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

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

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

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

(5) Marketing & Membership Committee. The Marketing & Membership Committee shall advise the Board of Directors on matters concerning marketing policy.

(6) Property Committee. The Property Committee shall advise the Board of Directors on matters concerning the maintenance and repair of all buildings, both exterior and interior, the supervision of all building construction and the maintenance, repair and supervision of all water and electrical lines and the facilities and equipment used in connection therewith, except those directly related to and concerning the maintenance or repair of the golf courses. The trees, lawn, garden and shrubbery area of

the Association's grounds and the maintenance, repair and construction of wells, water tanks, pumps, fences and parking lots shall come under the jurisdiction of the Property Committee.

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

(8) Tennis Committee. The Tennis Committee shall advise the Board of Directors on matters concerning the scope of tennis activities such as: (i) the operation of the Tennis Pro Shop; and (ii) the promulgation of playing rules for Club Members and their guests. The Committee shall advise the Board of Directors on the condition of and make recommendations concerning tennis courts and related equipment and facilities.

Section 8. Powers of Committees. The several Committees shall act only as a committee and the individual members thereof shall have no power or authority. The Chairperson of each Committee may appoint from the members of such Committee such sub-committees as he or she deems desirable. Such sub-committees shall report directly to the Committee as a whole, which shall approve, amend or disapprove the report of the sub-committee. Committees shall act by the vote of the majority of the committee members.

~~Section 4~~Section 9. Other Committees. The Board may establish, from time to time, any other committees that it deems to be in the best interest of the Association. Each committee created shall operate in accordance with Section 1 of this Article V, and shall also operate in accordance with Section 617.0825, Fla. Stat. All committee members shall be appointed by the Board of Directors, and The Board President shall select a chairperson for each committee. Committees, Committee members, and Committee chairs shall serve at the pleasure of the Board.

Section 10. Committee Term Limits. Applicable term limits shall be as follows:

(a) the term of a Committee Chairperson may not exceed three (3) successive years on any one (1) Committee; and

(b) the term of the other Committee members may not exceed three (3) successive years on any one (1) Committee, with the exception of the Finance, Audit and

Legal Committees. The term of members of the Finance and Audit Committees may not exceed six (6) successive years on such Committees. Service as a member of the Legal Committee shall have no term limit.

## **ARTICLE VI Miscellaneous**

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

Section 2. Parliamentary Rules. ~~Except as may be modified by Board resolution, "Robert's Rules of Order" (current edition) shall govern the~~ The person chairing any meeting of the Members, Board of Directors, or any Committee shall aspire to conduct of Association proceedings in accordance with "Robert's Rules of Order" (current edition) when not in conflict with Florida law, the Articles of Incorporation, the Declaration, or these By-Laws.

Section 3. Conflicts. If there are conflicts between the provisions of Florida law, the Articles of Incorporation, the Declaration, and these By-Laws, the provision of Florida law, the Articles of Incorporation, the Declaration, and the By-Laws (in that order) shall prevail. The Board of Directors may determine the interpretation or construction of the Articles of Incorporation, the Declaration, and the By-Laws, or any parts of any of the foregoing, which may be in conflict or of doubtful meaning, and the Board of Directors' interpretation or construction shall be final and conclusive.

Section 4. Books and Records.

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

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

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

Section 6. Amendment. These By-Laws may be amended by the affirmative vote of not less than two-thirds (2/3rds) of all of the directors serving on the Board of Directors; however, amendments to Articles VIII and IX of the By-Laws, titled "Club Memberships" and "Club Membership Dues, Charges, and Delinquencies" respectively, shall not be valid absent the approval of a majority of Club Members present, in person or by proxy, and voting at a meeting where a quorum of the Association's Members has been established.

~~(in person or by proxy) or written consent, or any combination thereof, (i) of Directors representing seventy-five percent (75%) of the total votes of the Association, but only as to matters which do not affect substantive voting or use rights of the Owners or relate to financial matters of the Association or (ii) a majority of the Board of Directors of the Association and two-thirds (2/3rd) of the voting interests of the membership present and voting in person or by proxy at a meeting of the membership at which a quorum exists. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of votes required for action to be taken under that clause. No amendment shall be effective until recorded in the public records of Palm Beach County, Florida.~~

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

## ARTICLE VII Club Facilities

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

2. Description of Club Facilities. The Club Facilities are described in the Association's Third Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Wycliffe Golf and Country Club Homeowners' Association, Inc. ("Club

Facilities").

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

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

### **ARTICLE VIII** **Club Memberships**

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

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

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

by the Board.

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

Operation and Management of Club Facilities. The Club Facilities shall be operated by the Association and managed in accordance with the Association's governing documents. There shall be a golf tee time reservation process, titled "Wycliffe Golf and Country Club Tee Time Reservations" which shall be included in the Association's Rules and Regulations.

1. Application Requirements

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

A. Fully complete and execute the Application for Club Membership.

B. Deliver or mail the completed and executed Application for Club Membership, and a check in U.S. funds for the amount required for the category of Club Membership selected to the following address:

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

2. Club Membership Purchase Price

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

3. Categories of Club Memberships

There shall be three (3) categories of Club Memberships offered to all owners of Units within the Association. After December 31, 2018 no Club Memberships shall be

available to persons who do not own Units within the Association. Upon payment of the appropriate purchase price for that category of Club Membership and compliance with the Association's governing documents, the Association shall issue a Club Membership Certificate (the "Certificate") for the category of Club Membership to the purchaser. The three (3) categories of Club Memberships are as follows:

A. Platinum Club Membership ("Platinum Club Membership"): Entitles Members to full use of golf courses, the golf facilities, tennis courts, tennis facilities, pool, clubhouse, fitness facilities and all other social facilities of the Association with a number one computerized golf tee time priority rating. Platinum Club Members will not be charged green fees or court fees for use of the golf or tennis facilities, but will be required to pay golf cart fees or trail fees, locker fees, and other applicable fees, including green fees and court fees for guests.

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

(1) From November 15 through April 15 of the Club Membership year, no tee times will be available for Gold Club Members before 12:30 p.m. each week day; and

(2) From November 15 through April 15 of the Club Membership year, no tee times will be available for Gold Club Members on weekends except at the sole discretion of the Board of Directors. However, Gold Club Members may play on Saturday afternoons in special golf tournament up to three times between the above dates.

(3) Gold Club Members will not be charged green fees or court fees for their use of the golf or tennis facilities, but will be required to pay golf cart fees or trail fees, locker fees, and other applicable fees including green fees and court fees for guests.

C. Silver Club Membership ("Silver Club Membership"): Entitles Members to full use of the tennis courts, tennis facilities, pool, clubhouse, fitness facilities and all other social facilities of the Association, and, in the sole discretion of the Board of Directors, golfing privileges from May 1 to October 31 upon payment of appropriate green fees (but with a computerized golf tee time priority behind Platinum and Gold Club Memberships). Silver Club Members will not be required to pay court fees. Silver Club Members will not have sign up privileges to reserve golf starting times unless the Association's General Manager so approves from time to time in his or her sole discretion.



Silver Club Members do not have the use of the driving range except when allowed golfing privileges by the General Manager or when taking golf lessons from a golf professional affiliated with the Association. Additionally, Silver Club Members may not cast votes on any matter exclusively concerning golf operation or golf maintenance.

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

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

F. Affiliate Resident Program. The Association offers an Affiliate Resident Program under which not more than two (2) persons, each of whom: (1) is at least 18 years old; (2) is in the immediate family (i.e., is a parent, sibling, child, in-law or grandchild) of a Member; and (3) resides permanently (i.e., more than thirty (30) consecutive days in a calendar year) in the Club Member's Unit, may elect to be an Affiliate Resident. Affiliate Residents have unaccompanied access to the Association's food and beverage, fitness, spa and pool facilities, tennis facilities, the right to participate in the Association's social programs, and the right to participate in the Association's lottery events, all as specified in the Association's Rules and Regulations as may be amended from time to time. The Resident Affiliate does not have access to the golf courses or golf range, except as a guest of a Club Member. The Affiliate Resident is issued a numbered individual photo ID. The charges for the Affiliate Resident Program are set forth in the Affiliate Resident Program application form and in the annual equity, dues and fees schedule. The Club Member in whose Unit the Affiliate Resident resides is responsible for all charges of the Affiliate Resident. Each year in December, the Board of Directors shall determine for the following year whether it will renew the Affiliate Resident Program and, if so, on what terms and conditions, including without limitation, fees and other charges.

G. Number of Club Memberships. The maximum number of Platinum Club Memberships is eight hundred eighteen (818), the maximum number of Gold Club

Memberships is one hundred seventy-five (175), and the maximum number of Silver Club Memberships is two hundred twenty-five (225) (as used herein, the Platinum, Gold and Silver Club Memberships are collectively known as "Club Memberships"). Notwithstanding any provisions to the contrary contained in these By-Laws, the Board of Directors, by majority vote, may amend this Article VIII, Section 3(G) to decrease the maximum number of Platinum Club Memberships and increase the number of Gold or Silver Club Memberships, by a like amount. In no event will the Association issue more than eight hundred eighteen (818) Platinum Club Memberships.

#### 4. Club Membership Rights and Limitations

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

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

B. Club Members' Guests. Club Members' guests will have the right to use the Club Facilities subject to the payment of the applicable daily guest fees and charges established by the Association from time to time and in compliance with the Association's Rules and Regulations (i.e., including, but not limited to, limitations on the number of times a particular guest may use the golf and tennis facilities during a single Club Membership year). Silver Club Members are not allowed to use the golf facilities as a guest of a Platinum or Gold Club Member.

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

C. Resident Leases. Club Members who lease their Unit in Wycliffe will have the right to designate the lessee of his or her Unit in Wycliffe as the beneficial user of his or her Club Membership, but this right shall be for no more than two (2) consecutive

years for the same lessee and for no more than two (2) years in the same lessee's lifetime. In addition, no lessee shall be eligible for such a designation for more than a total of two (2) years, even if such a lessee leases from different Club Members. A lessee's application and appropriate fees for use privileges must be submitted to and be approved by the Association prior to the use of the Club Facilities by the lessee. While a lessee is designated as a beneficial user of a Club Membership, the Club Member is not entitled to the use privileges associated with such Club Membership during the term of the lease, but will retain all other rights, including without limitation the right to vote such Club Membership. A lessee or any person who has a beneficial interest in the lease shall be entitled to use the Club Facilities in accordance with the category of Club Membership of the Club Member, subject to the payment of such applicable use fees and charges, and in compliance with the Association's governing documents. The Club Member shall be responsible for the deportment of the lessee and for all charges incurred by the lessee which are not paid within the Association's customary billing procedures.

D. Upgrade of Club Memberships. Except as provided in this Section 4.D, Club Members in good standing (and not a designated lessee) will at all times have the right to upgrade to a higher category of Club Membership if available. The purchase price of the upgraded Club Membership is the difference between the current equity and that of the upgraded equity Club Membership, as those costs are stated on the annual equity, dues and fees schedule. Upon payment of the upgraded Club Membership, the upgrading Club Member receives a new Club Membership Certificate and pays the dues, charges and assessments associated with the upgraded Club Membership. The new Club Membership Certificate will be dated the same date as the date of the traded Club Membership Certificate and will be effective on the date that the new Club Membership Certificate is issued. The upgrading Club Member does not pay a transfer fee on the traded Club Membership or an initiation fee for the upgraded Club Membership. The traded Club Membership is treated as a part of the Association-owned inventory; it is deemed to be issued but not outstanding. As such, the upgrading Club Member retains no rights, and bears no responsibility, with respect to the proceeds from the sale by the Association of the traded Club Membership. The right to upgrade is subject to: (i) the return of the Club Member's current Club Membership and Club Membership Certificate; and (ii) the completion of a three (3)-year period from the date that the upgrading Club Member closed the purchase of his or her Unit *if the upgrading Club Member purchased the traded (lower) Club Membership from the Association rather than purchasing the higher Club Membership that was first offered by the seller of the upgrading Club Member's Unit.*

E. Multiple Unit Owners. If a person or entity acquires two (2) or more Units in Wycliffe, the owner must apply for a Club Membership for each Unit. A Club Member will be responsible for payment of annual dues, charges and assessments with

respect to each Club Membership and will not be entitled to any special privileges for multiple ownership of Club Membership.

F. Club Membership Rights Upon Death of Member. Upon the death of a Club Member, the Club Membership automatically passes to the surviving spouse (if any) or designated heir; provided, however, the surviving spouse or designated heir must obtain title to the deceased member's Unit in Wycliffe. In the event that more than one (1) heir (other than husband and wife) acquires the deceased Club Member's Unit or home, such heirs shall designate the party entitled to acquire the Club Membership by written notice to the Association; provided, however, the right to so designate is subject to the provisions of Article VIII, Section 4, paragraph I below.

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

H. Family is defined, for purposes of the Association's governing documents, as a head of a household together with a spouse or designated companion, if any, and their unmarried children under the age of twenty-five (25) and residing at the Club Member's Unit. If two unrelated adults reside together permanently, they may be considered a family under these documents.

I. Corporate, Partnership or Other Entity Ownership. If a Club Membership is owned by a corporation, partnership, or other form of ownership, other than a natural person or husband and wife, the Club Membership shall be issued to the owner, and the owner shall designate, from time to time, but in no event more than two (2) times during any twelve-month period, the individual or family who shall have the right to use the Club Facilities as the Club Member, subject to: (A) the limitation that such a designee be a shareholder, partner, or beneficiary of the entity who owns or holds a material interest in such entity; (B) the reasonable approval of such designee by the Board of Directors; and (C) the payment of such fees as may be charged by the Association from time to time.

## 5. Acknowledgment

The applicant, by submitting an Application for Club Membership, and every other

person upon becoming a Club Member, acknowledges receipt of the Association's governing documents and agrees to be bound by the terms and conditions of such governing documents as they may be amended from time to time. Every Club Member irrevocably waives any present and prior rights in and to the use of the Club Facilities pursuant to a prior Club Membership, if any, and irrevocably agrees not to make any claims concerning the same, or the transfer of the Club Facilities to the Association, or with respect to, the Association's governing documents and agrees to be bound by the terms and conditions of the Association's governing documents as they may be amended from time to time.

#### 6. Transfer of Club Memberships

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

A. Rights of Club Members Selling Their Units; Changes in the Transfer Fee Percentage. A Club Member who sells his or her Unit in Wycliffe and desires to transfer his or her Club Membership to the purchaser of his or her Unit may arrange to surrender his or her Club Membership and have the Association repurchase his or her Club Membership and reissue the Club Membership Certificate to the subsequent purchaser of his or her Unit, subject to the payment of the required amounts by the purchaser of the Club Membership. The purchase price of the Club Membership is the then-current rate set forth in the annual equity, dues and fees schedule. The Association shall charge a Club Member a percentage of the purchase price of the Club Membership as a transfer fee for selling the Club Membership from the waiting list or in connection with the contemporaneous sale of the Club Membership with the sale of the Club Member's Unit and for every other transaction for which a transfer fee is due under these Bylaws (the "transfer fee"). For those Club Memberships issued and outstanding on December 31, 2011, the transfer fee is ten percent (10%). Subject to the following two sentences, for those Club Memberships issued and outstanding after December 31, 2011, the transfer fee is twenty percent (20%) until the Board of Directors changes the transfer fee as permitted by these Bylaws. *An increase in the transfer fee will be effective prospectively. That is, an increase in the transfer fee is effective only for Club Memberships having Club Membership Certificates dated after the effective date of the increase.* At least every three (3) years, the Board of Directors shall review the transfer fee to determine if it meets both the internal needs of the Association and is competitive with other country club communities. If the Board determines from its review that the transfer fee does not satisfy both criteria, it shall modify the transfer fee so that it better meets those criteria in the sole, absolute discretion of the Board.

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

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

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

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

B. Surrendered Club Memberships and Changes in Levels of Club Membership. A Club Member may not surrender his or her Club Membership except in connection with the sale of his or her Unit as set forth herein or a change in the level of the equity. If the Club Membership is not transferred to the purchaser of the Club

Member's Unit, as provided above, the Association shall thereafter have the right to sell the Club Membership in accordance with the Association's governing documents. The Club Memberships will be sold as follows: Three (3) Club Memberships from the Association's inventory from that category (Platinum, Gold or Silver), and then every fourth (4<sup>th</sup>) Club Membership from the resigned Club Members waiting list for that category. If no equity in a category of Club Membership is available from the Association's inventory in that category then the Club Membership will be drawn from the resigned Club Membership waiting list for that category of Club Membership. Similarly, if no equity in a category of Club Membership is available from the resigned Club Members waiting list in that category the Club Membership will be drawn from the Association's inventory.

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

(2) EXCEPT AS SET FORTH IN ARTICLE VIII, SECTION 6, PARAGRAPH (A)(1) ABOVE, THE MEMBER WHO SURRENDERS HIS OR HER MEMBERSHIP SHALL NOT RECEIVE ANY PAYMENT FOR THE SURRENDERED MEMBERSHIP UNTIL SUCH MEMBERSHIP IS (i) SOLD BY THE ASSOCIATION TO A THIRD PARTY, OR (ii) RETIRED BY THE ASSOCIATION, IN THE ASSOCIATION'S SOLE AND ABSOLUTE DISCRETION.

(3) Each year, the Association shall conduct a lottery, as described below, for Club Members holding Platinum and Gold equities who wish to downgrade to a lower Club Membership category. The lotteries will establish randomly the order (first to last) in which such Club Members will have the opportunity to downgrade when downgrades become available. A downgrade from Platinum or Gold Club Membership will be deemed available whenever: (i) there are Association-owned Club Memberships of the lower category, or Club Memberships of the lower category in the Pool, that are available to be issued; and (ii) there are more than 720 Platinum Club Memberships or more than 100 Gold Club Memberships owned by Club Members in good standing, respectively. The Association shall permit as many downgrades as and when downgrades become available. When a downgrade becomes available, the Association shall notify the next Club Member on the applicable list. The Club Member must accept or reject the downgrade in writing within five (5) calendar days after the Club Member is notified. (A downgrade that is not accepted is deemed rejected.) If the Club Member accepts the downgrade, he or she shall surrender his or her Platinum or Gold Club Membership and Club Membership Certificate to the Association and pay in full for the lower category of Club Membership at the cost stated on the then-current equity, dues and fees schedule.

Simultaneously, the Association shall issue a new Club Membership Certificate that will be dated the same date as the date of the surrendered Club Membership Certificate. Downgrades become effective on the date that the new Club Membership Certificate is issued. A downgrading Club Member is not required to pay dues, charges or assessments attributable to the surrendered Club Membership from and after the date that the new lower Club Membership Certificate is issued by the Association. The Association shall place the surrendered Club Membership on the waiting list for sale and reissue as provided in Section 6.B at its value at the time of sale as set forth on the then-current equity, dues and fees schedule. The Association shall pay the downgrading Club Member the amount the Association receives from the sale of the surrendered Club Membership, less the applicable transfer fee and any amount owed by the downgrading Club Member to the Association.

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

(i) Platinum and Gold Club Members wishing to downgrade must notify the Association's Membership Department in writing not later than 5:00 PM on the first Monday of October in a Club Membership Year that they intend to enter a downgrade lottery.

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

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

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

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



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

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

C. With respect to homes in Wycliffe to which an equity is not or never has been attached, equities for those units shall be sold as determined under Section 6, paragraph B above.

#### 7. Estate Planning Transfers

Notwithstanding anything to the contrary herein, the transfer by a Club Member of his or her Club Membership Certificate for bona fide estate planning purposes to any entity in which the Club Member owns all or substantially all of the beneficial interests following the transfer shall be subject only to the provisions of this Section 7. Following said transfer, the transferred Club Membership shall thereupon be subject to all the provisions of these By-Laws, as same may be amended from time to time. The transfer may not take place unless the Club Membership to be transferred is current in all its financial obligations to the Association. The transfer must be for bona fide estate planning purposes, must consist of the transfer of the Unit together with the Club Membership Certificate, must provide that the transferor and the transferee shall be jointly and severally liable for all obligations to the Association of the transferred Club Membership, and must be accompanied by an assignment agreement on a form provided by the Association which attests to the foregoing and sets forth the obligations of the transferor and transferee.

### **ARTICLE IX**

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

##### 1. Annual Dues

The Club Membership year will constitute the twelve month period commencing January 1st and ending on the following December 31<sup>st</sup> or such other period as the Board of Directors may determine. Each year, the Board of Directors will determine the amount of annual dues to be payable in advance by Club Members in each category of Club Membership for the next Club Membership year. The Board of Directors reserves the right to set the amount of annual dues to be payable by Club Members at any level it deems appropriate.

A. For purpose of determining annual dues, fees, food and beverage minimums and operating assessments, if any, all Club Memberships will be family Club Memberships. A family Club Membership entitles the Club Member, his or her spouse or one designated companion, as defined by the Association's rules, if any, and their

unmarried children under the age of twenty-five (25) and residing at the Club Member's Unit to use the Club Facilities in accordance with the Club Member's category of Club Membership. Subject to Article VIII, Section 4, paragraph I, a Club Membership owned by an entity other than a natural person entitles the designated Club Member, his or her spouse and their unmarried children under the age of twenty-five (25) and residing at the Club Member's Unit to use the Club Facilities in accordance with the Club Member's category of Club Membership, provided a specific notice of designation naming all such parties has been provided to the Association's Secretary.

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

## 2. Fees

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

## 3. Special Assessments

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

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

B. The Board of Directors shall have authority to approve a special assessment to fund capital expenditures (whether for additions or replacements) relative to maintenance or improvement of the Club Facilities up to Five Hundred Ninety Three Thousand One Hundred and Twenty Five Dollars (\$593,125.00) in the aggregate per fiscal year, which shall be in addition to the annual capital budget. Approval of a special assessment to fund a capital expenditure relative to maintenance or improvement of the Club Facilities equal to or greater than Five Hundred Ninety Three Thousand One Hundred and Twenty Five Dollars (\$593,125.00) shall require the affirmative vote of not less than a majority of Club Members voting, in person or by proxy, at a Members' meeting at which a quorum of Members is obtained. The Five Hundred Ninety Three Thousand One Hundred and Twenty Five Dollar (\$593,125.00) threshold set forth in this paragraph is established as of 2018 and shall be recalculated at the beginning of each fiscal year and increased to the extent the Consumer Price Index (as identified and

determined by the Board in its reasonable discretion) has increased from the preceding year, but in no event shall the aggregate annual maximum drop below \$593,125.00. Special assessments for capital expenditures for the golf course and related amenities shall be assessed against all Platinum and Gold Club Members, and shall be prorated amongst those Club Members on the basis of the then current annual dues paid to the Association by each category of Club Member during the Club Membership year in which the assessment is made. Non-Amenity Members shall not be responsible for any special assessment to cover operating deficits or capital expenditures relative to operation, maintenance, or improvement of the Club Facilities.

#### 4. Statement

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

#### 5. Liens and Right to Seek Money Judgment and/or Foreclosure Judgment

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

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

#### 6. Credit to Club Members

A Club Member who is delinquent for a period in excess of twenty (20) days in the payment of any dues, fees, charges, or special assessments may have his or her account flagged as delinquent and may thereby automatically lose the ability to use or obtain credit extended by the Association to purchase goods and services from the Association until the delinquency is fully cured.

EXHIBIT "D"

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

Pursuant to §617.1101, et seq., of the Florida Not For Profit Corporation Act, Wycliffe Golf and Country Club, Inc. ("Country Club"), a Florida not for profit corporation, was merged with and into Wycliffe Community Association, Inc. ("Association"), a Florida not for profit corporation, pursuant to a Plan of Merger, dated \_\_\_\_\_, 2018 ("Plan of Merger"). As part of the Plan of Merger, the requisite number of members and Board of Directors of each of the Country Club and the Association approved the following Third Amended and Restated Declaration of Covenants, Conditions and Restrictions for Wycliffe Golf and Country Club Homeowners' Association, Inc. amending and restating in its entirety the prior Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Wycliffe Golf & Country Club and changing Wycliffe Community Association, Inc.'s name to Wycliffe Golf and Country Club Homeowners' Association, Inc.

This **SECOND ~~THIRD~~ AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WYCLIFFE GOLF & COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC.** is made and executed this \_\_\_\_\_ day of \_\_\_\_\_ ~~May, 2012~~ by **WYCLIFFE COMMUNITY GOLF AND COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC.**, a Florida corporation not-for-profit (the "Association").

**WITNESSETH:**

**WHEREAS**, there was executed a certain Declaration of Covenants, Conditions and Restrictions for Wycliffe Golf & Country Club, dated February 28, 1989, which was recorded in the Public Records of Palm Beach County, Florida in Official Records Book 6022 at Page 426, which was amended by Amendment to Declaration of Covenants and Restrictions for Wycliffe Golf & Country Club, dated May 10, 1989 and recorded in said Public Records in Official Records Book 6061 at Page 1203 and by Second Amendment to Declaration of Covenants, Conditions and Restrictions for Wycliffe Golf and Country Club, dated December 17, 1990 and recorded in said Public Records in Official Records Book 6693 at Page 292 (collectively, the "Original Master Declaration"); which Original Master Declaration was further amended and restated as the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Wycliffe Country Club ("Amended and Restated Original Master Declaration") and recorded in Official Records Book 8848, at Page 513, in the Public Records of Palm Beach County, Florida; which

Amended and Restated Original Master Declaration was further amended and restated as the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Wycliffe Golf & Country Club ("Second Amended and Restated Original Master Declaration") and recorded in Official Records Book 25262 Page 537, in the Public Records of Palm Beach County, Florida; and

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

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

**WHEREAS**, the Association has been or will be delegated and assigned certain powers and duties of operation, administration, maintenance and repair of portions of WYCLIFFE so that the Association can enforce and carry out the purposes and intent of the Original Master Declaration and the requirements of Palm Beach County, Florida (hereinafter sometimes referred to as the "County") or other governmental authorities in connection with the Property; and

**WHEREAS**, the Association's operations will include administering a master homeowners' association as well as administering country club operations as set forth in this Declaration and in the Association's governing documents;

**NOW, THEREFORE**, the Association, by approval pursuant to Article XVIII, Section 5 of the Second Amended and Restated Original Master Declaration, hereby declares that all of the terms and provisions of the Amended and Restated Original Master Declaration be and the same hereby are superseded and amended and restated as follows:

## **ARTICLE I DEFINITIONS**

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

- (A) Areas of Common Responsibility shall mean and refer to the Common Property, together with those areas, if any, which by the terms of this Declaration, the resolution of the Board or by contract or agreement between the Association and any District, ~~the Country Club~~ or governmental or quasi-governmental agency or authority, become the responsibility of the Association. The office of any property manager employed by or contracting with the Association, if located on the Property, any public rights-of-way, medians, canals, irrigation systems, and drainage pipes and pumps within or adjacent to the Property, may be part of the Area of Common Responsibility.
- (B) Articles shall mean and refer to the Amended and Restated Articles of Incorporation of the Association, as the same may be amended from time to time.
- (C) Association shall mean and refer to WYCLIFFE ~~COMMUNITY~~ GOLF AND COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.
- (D) Base Assessment shall mean and refer to the operating funds of the Association that are utilized for the general benefit of all Unit Owners and which are assessed equally against all Unit Owners within the Property and refers to those charges against each Unit made by the Association from time to time, for the purposes and subject to the terms, set forth herein. Base Assessments shall not include those charges levied to pay costs incurred by the Association exclusively as the result of operating, maintaining, and improving Club Facilities.
- (E) Board of Directors shall mean and refer to the governing body of the Association.
- (F) Builder shall mean and refer to any individual(s) or entity which shall acquire a unit within the Property for the purpose of development and sale.
- (G) By-Laws shall mean and refer to the Amended and Restated By-Laws of the Association, as the same may be amended from time to time.
- (H) Class "A" Member. ~~shall mean and refer to each Owner with the exception of the Class B Member, if any.~~ Intentionally omitted.
- (I) Class "B" Member. ~~shall mean and refer to the fee simple title holder(s) to the Country Club Property.~~ Intentionally omitted.

- (J) Common Expenses shall mean and refer to all actual and estimated expenses incurred or to be incurred by the Association in connection with its ownership, maintenance and other obligations set forth herein, including any reasonable reserves for deferred maintenance, repairs or replacements.
- (K) Common Property shall mean and refer to all portions of the Property which are intended for the common use and enjoyment of the Owners, and which are identified and dedicated to the Association on any recorded subdivision plat or replat of the Property or conveyed to the Association by deed or otherwise identified herein or in any Supplemental Declaration, together with any Improvements thereon and any personal property owned by the Association. The Common Property is not "condominium property" as that term is defined in Chapter 718, Florida Statutes, or otherwise. The Common Property does not include Club Facilities.
- (L) Community-Wide Standard shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Property. Such standard may be more specifically determined by the Board of Directors and the Modifications Committee from time to time.
- (M) Conservation Area shall mean the areas designated as littoral zones, conservation areas and water management tracts on the plats or replats of the Property filed from time to time in the Public Records of Palm Beach County, Florida
- (N) Country Club shall mean and refer to WYCLIFFE GOLF AND COUNTRY CLUB, INC., a Florida corporation not-for-profit. Effective December 31, 2018, the Country Club will have merged with the Association, with the Association being the surviving entity.
- (O) Club Facilities (i/k/a Country Club Property) shall mean and refer to the land and recreational facilities comprising a portion of WYCLIFFE ~~which is privately owned~~, including, but not limited to, a clubhouse, private golf courses, tennis courts and other related and supporting facilities and improvements and which constitute all those portions of WYCLIFFE that were owned by the Country Club prior to its merger with the Association, effective December 31, 2018. is commonly known as "Wycliffe Golf & Country Club."
- (P) Declaration shall mean and refer to this instrument, and all exhibits hereto, as it may be amended from time to time.
- (Q) Development Plan shall mean and refer to the graphic representation of the proposed plan for the development of the property described in Exhibit "A", as the same may be amended, a copy of which is attached hereto as Exhibit "C" and made a part hereof.



- (R) Districts(s) shall mean and refer to all residential Units in which Owners may have common interests other than those common to all Members, such as a common theme, entry feature, development name, and/or common areas and facilities which are not available for use by all Members. There are currently thirteen (13) separate homeowner's associations, and one (1) District that does not have a separate homeowner's association (i.e. Exeter) and the Country Club, each comprising a District within the property described on the Development Plan. Where the context permits or requires, the term District shall also refer to the District Association having jurisdiction over the Property within the District.
- (S) Exclusive Common Area shall mean and refer to certain portions of the Common Property, including any Improvements thereon, which are for the exclusive or primary use and benefit of one or more, but less than all, Districts. All costs associated with maintenance, repair, replacement and insurance of Exclusive Common Areas shall be assessed against the Owners' Units in only those Districts which are benefited thereby as a District Assessment, as defined herein.
- (T) Improvements shall mean and refer to all structures of any kind, including, without limitation, any building, fence, wall, sign, paving, grading, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, landscaping or landscape device or object.
- (U) Institutional Mortgagee shall mean and refer to a bank, bank holding company, or subsidiary thereof, trust company or subsidiary thereof, savings and loan association, insurance company, union pension fund, mortgage company, agency of the United States Government, which holds a first mortgage of public record on any Unit.
- (V) Management Agreement shall mean and refer to a contract for management of the Property entered into between the Association and such other entity as is selected by the Association, in its sole and absolute discretion.
- (W) Member shall mean and refer to ~~a Class "A" Member and a Class "B" Member of the Association~~ any record title holder of a Unit within the Property as evidenced by a deed or similar conveyance instrument recorded in the Public Records of Palm Beach County, Florida.
- (X) Modifications Committee shall mean and refer to that standing committee of the Association having exclusive jurisdiction over modifications, additions, or alterations made on or to existing Units or structures containing Units and the open space, if any, appurtenant thereto.
- (Y) Mortgage shall mean and refer to a permanent or construction mortgage or any other form of security deed affecting a portion of the Property.

- (Z) Mortgagee shall mean and refer to a beneficiary or holder of a Mortgage.
- (AA) Owner shall mean and refer to the record title holder ~~owner~~, whether one or more persons or entities, ~~of the fee simple title~~ to any Unit, but excluding any Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (BB) Project shall mean and refer to that residential' golf course community developed and located on the real property identified in Exhibit "A" hereto and sometimes known as WYCLIFFE GOLF & COUNTRY CLUB.
- (CC) Property shall mean and refer to that real property described in Exhibit "A" attached hereto and made a part hereof, which is subject to the covenants, reservations, restrictions, easements, assessments and other provisions set forth within this Declaration, together with such additional property subjected to this Declaration by Supplemental Declaration recorded in Official Records Book 10149, Page 1859, in the Public Records of Palm Beach County, Florida.
- (DD) Shared Cost Agreement shall mean and refer to any agreement executed by the Association and the owner of the Country Club Property for the maintenance and cost allocation of certain properties and Improvements. All Shared Cost Agreements shall be terminated automatically by the merger of the Association with the Country Club.
- (EE) Street shall mean and refer to any street, highway, or other thoroughfare which is constructed within the Project and is dedicated or conveyed to the Association, whether same is dedicated as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, walk or other similar designation.
- (FF) District Assessment shall mean and refer to assessments levied against the Units in a particular District to fund District Expenses.
- (GG) District Association shall mean and refer to any legal form of association of owners, other than the Association, formed to be responsible for the maintenance and governance of all services and properties within a particular District. Exeter at Wycliffe shall be among the District Associations.
- (HH) District Declaration shall mean and refer to the declaration of covenants, conditions and restrictions, as the same may be amended from time to time, which shall govern a particular District.
- (II) District Expenses shall mean and refer to the actual and estimated expenses incurred by the Association primarily for the benefit of Owners of Units within a particular District, which may include a reasonable reserve for capital repairs

and replacements, all as may be specifically authorized from time to time by the Board of Directors and as more particularly authorized herein.

- (JJ) Supplemental Declaration shall mean and refer to an amendment or supplement to this Declaration which subjects additional property to this Declaration, or imposes, expressly or by reference, additional restrictions and obligations on the land described therein, or both, or which otherwise amends the terms and provisions hereof.
- (KK) Unit shall mean and refer to a portion of the Property, whether developed or undeveloped, intended for development, use and occupancy as an attached or detached residence for a single family, including rental apartments, and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) condominium units, townhouse units, duplexes, cluster homes, patio or zero lot line homes, single family detached houses on separately platted lots, rental apartments contained within apartment buildings or complexes, and vacant land intended for development as the above uses, all as may be developed, used and defined as herein provided, or as provided in Supplemental Declarations covering all or a part of the Property. The term "Unit" shall include all portions of the lot Owned by an Owner as well as the structure or structures thereon. In the case of an apartment building or other structure which contains multiple dwellings, each dwelling shall be deemed to be a separate Unit.
- (LL) ~~Country Club Representative shall mean and refer to the Director designated by the Class B Member to exercise the votes of the Country Club Property for amending this Declaration or the By Laws and in all other matters provided for in this Declaration and the By Laws requiring a vote of the Members. The Country Club Representative, or his or her alternate, shall be entitled to cast twenty five (25) votes with respect to Association matters requiring membership vote, unless specified otherwise in this Declaration, the Articles of Incorporation or the By Laws. There shall be no Country Club Representative after December 31, 2018.~~
- (MM) Water Management System shall mean and refer to those lakes, canals, designated conservation, preserve and wetland areas, drainage pipes and pumps and other facilities located within the Property which are to be used for drainage of the Property.
- (NN) Club Membership shall mean and refer to a person's license to use Club Facilities corresponding with his or her membership category as evidenced by a Club Membership Certificate issued by the Association. Members of the Association who purchase or who contract to purchase any Unit located within the Association subsequent to December 17, 2004 shall be required to obtain a Club

Membership in connection with each Unit purchased and shall be further required to maintain such Club Membership in good standing.

(OO) Club Members shall mean and refer to the recipients of a Club Membership Certificates.

(PP) Non-Amenity Members shall mean and refer to those Members of the Association who purchased or who contracted to purchase their Unit located within the Association prior to December 17, 2004 and who have elected not to obtain a Club Membership.

(QQ) Emergency or Emergencies shall mean and refer to any serious situation affecting the health, safety, and/or welfare of Association, its Members, or the Property and for which a prompt response is required or desirable. By way of illustration and not of limitation, events giving rise to an Emergency or Emergencies may include, but are not necessarily limited to, natural disasters, significant weather events, sudden infrastructure failures, sudden utility failures or interruptions, sudden liabilities threatening the Association's solvency, damages caused by water intrusion into real property, workers' strikes, outbreaks of violence, or any other matter which may cause a state of emergency to be declared in Palm Beach County, Florida by state or local government authorities. The President shall have the authority to determine if a matter constitutes an Emergency or Emergencies which authority shall be exercised reasonably.

## **ARTICLE II DEVELOPMENT CONCEPT**

### **Section 1. Planned Residential Development.**

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

### **Section 2. ~~Wycliffe Golf & Country Club.~~ Club Membership.**

(A) ~~Wycliffe Golf & Country Club~~ Club Facilities exists on a portion of the Property.

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

~~(C) Membership in the Country Club may also be made available to individuals who are not Owners within WYCLIFFE. Terms of Club Memberships memberships and operations of the Country Club Club Facilities will be determined from time to time by the Association through its Board of Directors. owner of the Country Club Property and governed by separate documents.~~

(D) Notwithstanding Section 2(B) of this Article, the holder of an Institutional Mortgage acquiring title to a Unit as a result of foreclosing its Institutional Mortgage or receiving a deed in lieu of foreclosure shall not be required to obtain a Club Membership ~~become a member of the Country Club~~; provided, however, the purchaser of a Unit from such a holder, where the seller has acquired title to a Unit as a result of foreclosing its Institutional Mortgage on the Unit, or receiving a deed in lieu of foreclosure, shall be subject to the requirement of obtaining a Club Membership ~~becoming a member of the Country Club~~ and complying with Section 2(B) of this Article. For the purposes of this paragraph, an Institutional Mortgage is deemed to be a mortgage funded by a Federal or state-chartered bank or credit union insured through the FDIC or the NCUA, or any assignee of the foregoing that is Federally or state licensed as a mortgage broker or lender, and is in good standing under applicable regulations.

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

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

(G) The rights, obligations, and categories of Club Membership shall be more fully set forth in the Association's By-Laws and in the Association's other governing documents.

### **Section 3.     The Association.**

The Association was formed to maintain and operate the Common Property and the Exclusive Common Areas for the benefit of the Members. The Association shall assess each Unit various charges as more specifically described hereinafter, for the purpose of funding the obligations of the Association. The Association shall be responsible for the

maintenance of the Common Property and Exclusive Common Areas, and shall also be responsible for enforcement of all of the restrictions and other terms set forth in this Declaration, as well as the rules and regulations established by the Association. ~~In this regard, the Association shall be authorized to enter into one or more Shared Cost Agreements.~~ The restrictions and other terms set forth in this Declaration shall also be enforceable by the Owners among themselves subject to the powers of Association and its right to approve exceptions or variations, as herein provided.

The Association is not a condominium association and, therefore, shall not be affected by the provisions of Chapter 718, Florida Statutes.

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

### **ARTICLE III PROPERTY SUBJECT TO THIS DECLARATION**

#### **Section 1. Property.**

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

#### **Section 2. Additions.**

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

#### **Section 3. Transfer or Assignment by Owners.**

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

### **ARTICLE IV WYCLIFFE COMMUNITY GOLF AND COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC.**

### **Section 1. Formation.**

The formation of the Association has been caused by the filing of the Articles in the office of the Secretary of State of Florida. The purposes and powers of the Association shall be all of the purposes and powers set forth in this Declaration and in the Articles and By-Laws of the Association. The Association shall be responsible for the execution, performance, administration and enforcement of all the terms and conditions of this Declaration. If there is a conflict between the terms and conditions set forth in this Declaration, the Articles or By-Laws, the conflict shall be resolved in favor of the terms and conditions as provided in this Declaration. However, the Board of Directors may determine the interpretation or construction of the Articles of Incorporation, the Declaration, and the By-Laws, or any parts of any of the foregoing, which may be in conflict or of doubtful meaning, and the Board of Directors' interpretation or construction shall be final and conclusive.

### **Section 2. Membership.**

A person or entity shall become a Member of the Association upon becoming the record title holder upon acquisition of fee simple title to any Unit in WYCLIFFE by filing a deed in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, evidencing such ownership. ~~The fee simple title holder to the Country Club Property shall also be a Member of the Association. Membership shall continue until such time as the Member transfers or conveys his interest of record or the interest is transferred and conveyed by operation of law.~~ If title to a Unit is held by more than one person, each person shall be a Member of the Association, but no Unit shall be entitled to more than one (1) vote. Membership shall be appurtenant to and may not be separated from ownership of any Unit. No person or entity holding an interest of any type or nature whatsoever in a Unit only as the security for performance of an obligation shall be a Member of the Association.

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

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

The affairs of the Association shall be administered by the Board of Directors in accordance with this Declaration and the Articles and By-Laws of the Association. The Articles and By-Laws may be amended in the manner set forth therein; provided however, that no such amendment shall conflict with the terms of this Declaration; and provided further that no amendment, alteration or rescission may be made which affects the rights or privileges of any Institutional Mortgagee, without the express prior written

consent of the Institutional Mortgagee so affected. Any attempt to amend the Articles or By-Laws contrary to these prohibitions shall be of no force or effect.

#### **Section 4. Voting.**

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

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

~~(B) The Country Club Representative shall be entitled to cast twenty five (25) votes with respect to Association matters requiring membership vote, unless specified otherwise in this Declaration, the Articles of Incorporation or the By-Laws. The Class "B" Member shall designate the Country Club Representative by filing written notice of such designation with the Secretary of the Association. The Country Club Representative may cast all votes of the Class "B" Member, as he or she, in his or her sole discretion, deems appropriate. There shall be no Country Club Representative after December 31, 2018, and, upon such date, any voting rights of the Country Club Representative shall terminate automatically.~~

(C) Every Unit shall be located within a District as defined herein. The Unit within a particular District may be subject to additional covenants and/or the Unit Owners may be members of another homeowners association (i.e., District Association) in addition to the Association, but no such District Association shall be required except in the case of (i) a condominium; or (ii) a District requiring maintenance of Exclusive Common Areas other than streets, landscaping, street lights, signs, entry features, pools, sprinklers, walks and other common area facilities and improvements which the Board of Directors, in its sole



discretion, agrees to maintain. By way of illustration and not limitation, any District requiring exterior or roof maintenance of the Units constructed therein shall be required to form a District Association. Any District which does not have a District Association shall elect a District Committee as described in Article V, Section 3, of the By-Laws, to represent the interests of Owners of Units in such District.

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

The Association's Board of Directors shall be comprised of directors who are elected or appointed as set forth within the Association's By-Laws. ~~comprised of one (1) director from each District and one (1) director to be elected solely by the Class "B" Member, said director also serving as the Country Club Representative.~~

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

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

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

~~No Member shall have any vested right, interest or privilege in or to the assets, functions, affairs or franchises of the Association, or any right, interest or privilege which may be transferable, or which shall continue after his membership ceases, or while he not in good standing. A Member shall be considered "not in good standing" during any period of time in which he is delinquent more than 90 days in the payment of any monetary obligation to the Association, or in violation of any provision of this Declaration, or of any rules or regulations promulgated by the Association. While not in good standing, the Member shall not be entitled to vote and the Member's rights, along with the rights of the Member's tenants, guests, or invitees or both, to use the Common Property and facilities~~

may be suspended to the extent permitted by law. Suspensions of an Association Member's use of Common Property and Club Facilities may be levied as set forth in Fla. Stat. §720.305, as amended from time to time. Additionally, a Club Member who is delinquent for a period in excess of twenty (20) days in the payment of any dues, fees, charges, or special assessments may have his or her account flagged as delinquent and may thereby automatically lose the ability to use credit extended by the Association to purchase goods and services from the Association until the delinquency is fully cured. Furthermore, pursuant to Article VII, Section 9(B) of this Declaration, a Member's privilege to use the automatic vehicle access lane may be suspended for non-payment.

## **ARTICLE V COMMON PROPERTY**

### **Section 1. Common Property.**

The Common Property is intended for the use and benefit of the Members of the Association and their guests, licensees and invitees. The Association is responsible for the management, maintenance and operation of the Common Property and Areas of Common Responsibility, notwithstanding the manner in which fee simple title to the Common Property may be held. Common Property is not public property.

Additionally, after the merger of the Association with the Country Club, effective December 31, 2018, the Association shall be responsible for the management, maintenance, and operation of the Club Facilities.

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

The Association shall have the power and authority to acquire such interests in real and personal property as it may deem beneficial to its Members, subject to the provisions of Article III, Section 2 of this Declaration. Such interests may include fee simple or other absolute ownership interests, leaseholds, or such other possessory use interests as the Association may determine to be beneficial to its Members. Any property acquired pursuant to this Section shall be Common Property, except that real and personal property that was owned and operated by the Country Club, prior to the merger of the Association with the Country Club, effective December 31, 2018, shall become Club Facilities upon the effective date of the merger.

### **Section 3. Maintenance of Property.**

The Association shall, either by virtue of the appointment of a real estate management agent, or through its own personnel, be responsible for the maintenance, ownership, control and repair of the Common Property, including the Exclusive Common Area, and

the Areas of Common Responsibility (except as otherwise set forth herein). Common Property shall be kept, maintained and used in accordance with the terms of this Declaration, any rules and regulations promulgated by the Board of Directors and any plat recorded in the County. Specifically, the property the Association shall maintain and be responsible for shall include, but not be limited to:

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

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

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

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

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

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

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

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

The Association, through its Board of Directors, shall regulate the use of the Common Property by its Members, and their guests, licensees and invitees and may from time to time promulgate such rules and regulations as are consistent with this Declaration, governing the use thereof as it may deem to be in the best interests of its Members. The Association, through its Board of Directors, shall also regulate the use of the Club Facilities by Club Members, and their guests, licensees and invitees and may from time to time promulgate such rules and regulations as are consistent with this Declaration and the Association's By-Laws, governing the use of Club Facilities. A copy of all rules and

regulations established hereunder and any amendments thereto shall be made available to all Members and Club Members at the Association office. Such rules and regulations may be enforced by legal or equitable action.

**Section 6.     Traffic Regulations.**

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

**Section 7.     Enforcement of Restrictions.**

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

**Section 8.     Continual Maintenance.**

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

the Association, the Club Facilities may be conveyed to a for-profit or not-for-profit corporation, combined with the Common Property by appropriate instrument(s), or otherwise administered in accordance with Chapters 617 and 720, Florida Statutes, each as amended from time to time.

**Section 9.     Ownership.**

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

**ARTICLE VI  
MAINTENANCE RESERVE CONTINGENCY**

**Section 1.     Authority.**

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

**Section 2.     Use of Contributions.**

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

**Section 3.     Club Membership Payments.**

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

accountings are maintained at all times. By way of example and not of limitation, Club Membership payments shall be used for the following purposes:

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

## **ARTICLE VII ASSESSMENTS**

### **Section 1.     Authority.**

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

### **Section 2.     Base Assessments.**

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

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

The Association shall annually estimate the expenses it expects to incur and the period of time involved therein and assess its Members sufficient monies to meet this estimate. All Units shall be assessed at a uniform rate to be determined by the Association so that all Units subject to a Base Assessment shall be assessed equally. ~~The Class "B" Member shall be assessed at a rate of twenty five (25) Base Assessments for the Country Club Property.~~ Except as provided in Section 5 below, District Assessments shall be levied equally on all Units within the District for whose benefit District Expenses are incurred as provided in Section 5 below. Should the Association at any time determine that the assessments made are not sufficient to pay the expenses, the Board of Directors shall have authority to levy and collect additional Base Assessments to meet such needs. Base Assessments shall be collectible in advance monthly, quarterly, semi-annually or annually, as the Board of Directors shall determine. A Base Assessment shall be considered delinquent if not paid by the due date.

### **Section 4. Special Assessment.**

A. Special Assessments Related to Common Property and all Association Matters except Operation, Maintenance, or Improvement of Club Facilities. The Association may levy a special assessment ("Special Assessment") against each Member for any of the following purposes: the acquisition of property by the Association; defraying the cost of construction of capital improvements to the Common Property; the cost of construction, reconstruction, unexpected repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto. All Special Assessments shall be at a uniform amount for each Unit. ~~The Class "B" Member shall be assessed in the same manner as for the Base Assessment.~~ A Special Assessment shall be collectible in such manner as the Board of Directors shall determine. When Special Assessments in any fiscal year, other than for required maintenance, repairs or emergencies, exceed the aggregate of FIVE HUNDRED (\$500.00) DOLLARS per Unit (said cap subject to annual increases equivalent to the increase in the Consumer Price Index (All Urban Consumers)) from the effective date of this amendment, it shall require the approval of a majority of the membership of the Association present, in person or by proxy, at the meeting, to be obtained at a duly convened regular or special Members' meeting at which a quorum exists. Notwithstanding anything to the contrary herein contained, it is recognized and declared that any Special Assessment shall be in addition to and not part of any Base Assessment, and that any such Special Assessment assessed against Members shall be paid by such Member in addition to any regular Base Assessments. Special Assessments shall be paid in such installments or in a lump sum as the Board of Directors shall, from time to time, determine. ~~For purposes of this section, "emergencies" is defined as any situation where there is substantial danger to persons or property. This paragraph shall not apply to~~

Special Assessments levied for the operation, maintenance, or improvement of the Club Facilities.

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

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

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

Additionally, The the Association's Board of Directors, at least sixty (60) days before the beginning of each fiscal year, shall prepare a separate include in the Association's budget covering the estimated expenses to be incurred by the Association for each District during the coming year (known as "District Expenses"). The Board of Directors shall be entitled to set such include District Expenses in the Association's budget only to the extent that this Declaration or the By-Laws specifically authorize the Board of Directors to assess certain costs as a District Assessment. The District Association or Committee for each District may request that additional services or a higher level of services be provided by the Association and, in such case, any additional costs shall be added to such the budget. To obtain funds to pay District Expenses, the Association's Board of Directors shall have the discretion and authority to levy and collect District



~~Assessments against each District Association, corresponding with District Expenses for each District Association as set forth in the Association's budget, or to instead levy and collect such assessments directly against each Association Member who owns a Unit in each District Association, based upon his or her proportionate share of District Expenses for his or her District Association as set forth in the Association's budget. District Assessments shall be levied in amounts as necessary to pay District Expenses as are reflected in the Association's budget, and, if such assessments are to be levied and collected directly from Association Members, the Board of Directors shall use its discretion in budgeting for and accounting for anticipated delinquencies. Such budget may include a capital contribution establishing a Reserve fund for repair and replacement of depreciable items within the District as appropriate. District Expenses shall be allocated equally among all Units within the District benefited thereby and levied as a District Assessment. The Board of Directors shall cause a copy of such budget and notice of the amount of the Assessment to be levied on each Unit in the District for the coming year to be delivered to each Owner of a Unit in the District at least thirty (30) days prior to the beginning of the fiscal year. Such budget and assessment shall become effective unless disapproved by sixty six and two thirds percent (66 2/3%) of the Owners of Units in the District to which the District 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 thirty percent (30%) of the Units in such District. Meetings of the District Committees, if called, shall be conducted in accordance with Article V, Section 3 of the By Laws.~~

~~In the event the proposed budget for any District is disapproved or the Board of Directors 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 6.     Emergency Special Assessments.**

The Board of Directors may levy an emergency Special Assessment ("Emergency Special Assessment") when, in its sole determination, there is potential danger of damage to persons or property. Such assessments may be utilized to pay for preventative, protective or remedial construction, reconstruction, improvements, repairs or replacements. Events justifying Emergency Special Assessments include, but are not limited to, hurricanes, floods and fires. Emergency Special Assessments may also be levied for roof, plumbing or structural repairs. Emergency Special Assessments shall be collectible in such manner as the Board of Directors shall determine.

#### **Section 7.     Individual Assessments.**

The Association may levy and collect an individual assessment ("Individual Assessment") against a particular Unit for the cost of maintenance, repairs or replacements, within or without the Unit which the Owner thereof has failed to perform and which failure or refusal to perform has in the opinion of the Association,

endangered or impaired the use, value or appearance of the Property. The Association has a right of entry onto each Unit to perform necessary maintenance, repairs or replacements, including the right to abate or eliminate any nuisance. This Individual Assessment shall include an administrative fee charged by the Association in an amount to be determined, from time to time, by the Board of Directors in its discretion. The Association may also charge an Individual Assessment to any Club Member for costs associated with repairing damages to the Club Facilities traceable to the acts or omissions of the Club Member or of his or her guests or invitees. All Individual Assessments shall be collectible in such manner as the Association shall determine.

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

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

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

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

A. All notices of assessments from the Association to the Members and/or Club Members shall designate when the assessment is due and payable. If an assessment is not paid on the date when due, it shall then become delinquent and shall bear interest at the maximum rate allowed by Florida law, from the date when due until paid and the owner shall be charged a late fee in an amount not to exceed the greater of \$25 or 5 percent (5%) of the amount of each installment. The assessment, together with interest thereon, the late fee, and the cost of collection thereof, including attorneys' fees, shall be a continuing lien against the Unit against which the assessment is made ~~or against the Country Club Property~~, and shall also be the continuing personal obligation of the Owner of such Unit ~~or the owner of the Country Club Property and its members.~~

If any assessment, or any installment thereof, shall not be paid within thirty (30) days after the due date, the Association may, at any time thereafter, accelerate the entire amount due for the balance of the calendar year for which the assessment was made and declare the same immediately due and payable. After providing the notice required by Florida law, the Association may also record a claim of lien in the Public Records of Palm Beach County, Florida, setting forth the amount of the unpaid assessment and the rate of interest due thereon. The Association may at any time thereafter bring an action to foreclose the lien against the Unit ~~or the Country Club Property~~, and/or a suit on the personal obligation of the Owner, ~~or Owners~~, or Club Member. In the event the Association prevails in any such action, then there shall be added to the amount of such assessment the following: the costs of collection, the cost of such action, interest on the assessment at the maximum rate, as above provided, late fees, and attorneys' fees incurred by the Association. Any successor in title to a Unit shall be held to have constructive notice of the records of the Association to determine the existence of delinquency in the payment of assessments.

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

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

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

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

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

sufficient to cause the Member's suspension of the use of the automatic vehicle access lane to be lifted, the Association shall act diligently to lift the suspension.

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

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

The Association shall prepare a roster of the Units and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by all Owners and/or Members. At the request of an Owner and/or Member, the Board of Directors shall prepare a Certificate of Assessments (the "Certificate") signed by an officer of the Association, setting forth whether the Owner's assessments have been paid and/or the amount which is due as of the date of the Certificate. As to parties without knowledge of error who rely thereon, such Certificate shall be presumptive evidence of payment or partial payment of any assessment therein stated as having been paid or partially paid.

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

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

Notwithstanding the above, if a first mortgage is recorded in the Public Records after the Association's Claim of Lien is recorded, the first mortgagee which buys back the Unit at the foreclosure sale is responsible for all unpaid back assessments, interest, late fees, and attorney and paralegal fees and costs.

The Association assessments are superior in priority to second and third mortgages regardless of whether the Association has recorded a lien prior to the second or third mortgage being recorded. If a second or third mortgage holder files a foreclosure action, the second or third mortgage holder or any other person or party who buys the Unit at the foreclosure sale is responsible for all unpaid back assessments, interest, late fees, and attorney and paralegal fees and costs.

No sale or transfer shall relieve any Unit ~~or the Country Club Property~~ from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment. Any delinquent assessments which are extinguished pursuant to a sale or transfer in connection with the foreclosure of a Mortgage, or any proceeding or deed in lieu of foreclosure, shall be reallocated and assessed among all of the non-defaulted Owners. The written opinion of the Association that the assessment lien is subordinate to a mortgage lien shall be dispositive of any questions of subordination.

**Section 12. Acme Improvement District Assessments.**

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

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

Beginning with the 2009 budget year and continuing thereafter, the maintenance cost with respect to maintaining the landscaping inside the hedge line of the Manchester Lakes Berm shall be solely and 100% borne by the Manchester Lakes District owners. The southern border 50 foot wide landscape buffer which is currently maintained by the Association will continue to be maintained by the Association.

## ARTICLE VIII MAINTENANCE

### Section 1. Association's Responsibility.

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

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

- (A) The cost of electric utility services for the irrigation system and maintenance and replacement of main pumps shall be shared ninety-five (95%) percent by the ~~owner of the Country Club Property~~ Club Members and five (5%) percent by the Association Members.
- (B) The cost of repair of any irrigation lines, heads, valves or other working parts of the irrigation system, except as provided in paragraph (A) above, will be borne ~~solely by the owner of the property in which that part of the irrigation system requiring such repair is located.~~ ninety-five (95%) percent by the Club Members and five (5%) percent by the Association Members.
- (C) All other maintenance of the Water Management System shall be shared seventy-five (75%) percent by the Association Members and twenty-five (25%) percent by the ~~owner of the Country Club Property~~ Club Members.

~~The Association shall have and is hereby granted an easement of access across the Country Club Property for the purpose of repair and maintenance as hereinabove provided.~~

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

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

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

The Association may maintain property 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 subject, however, to prior written approval of Palm Beach County if the property is owned by or dedicated to the public or Palm Beach County.

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

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

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

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

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

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

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

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



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

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

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

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

The Association reserves unto itself, and its nominees the right, on behalf of itself, its nominees, to grant the following exclusive and non-exclusive easements on, upon, over, across, through and under the Property as deemed to be in the best interests of and proper for WYCLIFFE, including, but not limited to, easements in favor of the Association and District Associations, any designees of the foregoing, ~~the owner of the Country Club~~

Property, Members, Owners, and all their family members, guests, and invitees and lessees, and their family members, guests and invitees and to various governmental and quasi-governmental authorities and agencies and private concerns for the purposes and uses hereinafter specified:

- (A) Easements to provide for installation, maintenance, service and repair of utilities are granted as shown on the recorded subdivision plats of the Property. Within these easement areas, no structure, planting or other material (other than sod), which may interfere with the installation and maintenance of underground utility facilities, shall be placed or permitted to remain, unless such structure, planting or other material was installed by Kenco Communities I, Inc. and/or approved by the Association. The Association (and such other entity or entities as indicated on the plats) and any party designated by the Association are hereby granted rights of ingress, egress and access to all easements within which such underground facilities are located for the purpose of operation, maintenance and replacement thereof.
- (B) Easements for the installation and maintenance of drainage facilities are granted to the Association, ~~the owner of the Country Club Property~~ and/or other entities as shown on the recorded subdivision plats of the Property. Within these easement areas, no structure, planting or other material (other than sod), which may interfere with such installation and maintenance, or which may obstruct or retard the flow of water through drainage channels shall be placed or permitted to remain unless such structure, planting or other material was installed by Kenco Communities I, Inc. The parties benefited by any such easements shall have access to the easement area for the purpose of installation, operation and maintenance of the drainage facilities. ~~The Country Club Property owner shall have a non-exclusive easement to discharge surface water from the Country Club Property into the lakes, canals and other water bodies adjacent thereto. The Country Club Property owner shall also have a non-exclusive easement to draw water from such lakes, canals and other water bodies for purposes of irrigating the Country Club Property, subject to the terms and provisions of this Declaration and requirements of applicable governmental authorities.~~
- (C) The Common Property is hereby declared to be subject to a perpetual non-exclusive easement in favor of the Association, employees and agents of the Association, and of any management entity contracted by the Association, in order that such employees, agents and management entity may carry out their duties.
- (D) Every Unit and the Common Property and the common property of any District are burdened with an easement permitting golf balls unintentionally to come upon the Common Property, Units or District common property immediately adjacent to the golf course and for golfers at reasonable times and in a reasonable manner to come upon the Common Property, common property of a District, or the exterior portions of a Unit to retrieve errant golf balls; provided, however, if

any Unit is fenced or walled, the golfer will seek the Owner's permission before entering. Each Owner by its purchase of a Unit expressly assumes the risks associated with the ~~Country Club Property~~ Club Facilities (regardless of whether the Owner is a ~~Club Member using the Country Club Property~~) and agrees that any entity designing, constructing, owning or managing the ~~Country Club Property~~ Club Facilities or planning or constructing the Owner's Unit shall not be liable to an Owner or any other person claiming any loss or damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, loss of view, noise pollution, or other visual or audible offenses, or trespass or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of the Owner's Unit to the ~~Country Club Property~~ Club Facilities, including, without limitation, any claim arising, in whole or in part, from the negligence of any entity designing, constructing, owning or managing the ~~Country Club Property~~ Club Facilities or planning or constructing the Owner's Unit. Owner hereby agrees to indemnify and hold harmless any entity owning or managing the ~~Country Club Property~~ Club Facilities against any and all claims by an Owner's guests and invitees.

- (E) A non-exclusive easement is hereby granted for ingress and egress over, across and through all Streets for access to and from the ~~Country Club Property~~ Club Facilities by the ~~owner(s) and members~~ Club Members and their guests and invitees and ~~employees, agents, contractors and other designees of the owner(s)~~ regardless of whether such persons are also Members of the Association, and further, over those portions of the Property (whether Common Property or otherwise) reasonably necessary to the operation, maintenance, repair and replacement of the ~~Country Club Property~~. In addition, golf carts may be operated on all Streets within the Project. Each Owner hereby waives and releases the ~~Owner of the Country Club Property, the Country Club, and the Association~~ from any liability arising from the ownership, operation or other use of golf carts on the ~~streets~~ Streets or any portion of the Property. The Association will, from time to time, establish rules and regulations with regard to the operation of golf carts on the Streets within the Project and use of golf carts will be subject to such rules and regulations.

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

In case of any ~~emergency~~ Emergency originating in, or threatening any Unit, regardless of whether the Owner is present at the time of such ~~emergency~~ Emergency, the Board of Directors of the Association, or any other person authorized by it, shall have the right, but not the obligation to enter such Unit for the purpose of remedying, or abating the cause of such ~~emergency~~ Emergency, and such right of entry shall be immediate.

#### **Section 5. Additional Easements.**

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

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

No Owner shall grant any easement upon any portion of the Property to any person or entity, without the prior written consent of the Association.

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

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

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

**Section 1. Ownership and Use.**

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

- (A) The title to any central cable telecommunication receiving and distribution system and any electronic monitoring system which the Association installs or causes to be installed within WYCLIFFE, together with a perpetual easement for the placement and location thereof, including without limitation, conduits, wires, amplifiers, towers, antennae and related apparatus and equipment; and

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

## **Section 2.     Security Services.**

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

ASSOCIATION BE LIABLE FOR CONSEQUENTIAL DAMAGES, WRONGFUL DEATH, PERSONAL INJURY OR COMMERCIAL LOSS.

## **ARTICLE XI DISTRICTS**

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

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

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

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

### **Section 2. Delegation.**

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

### **Section 3. Cumulative Effect; Conflict.**

The covenants, restrictions and provisions of this Declaration shall be cumulative with those of the declarations for the Districts; provided, however, that in the event of a conflict between or among any covenants, restrictions and provisions, or any articles of incorporation or any by-laws, or any rules and regulations, policies or practices adopted or carried out pursuant thereto, those of the District Association shall be subject and

subordinate to this Declaration if they are less restrictive than those contained in this Declaration. However, nothing contained in this Declaration shall preclude a District Association from adopting covenants, restrictions or provisions which are more restrictive than those contained in this Declaration. The foregoing priorities shall apply, but not be limited to, the liens for Assessments created in favor of the Association.

#### **Section 4. Assessments.**

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

### **ARTICLE XII ARCHITECTURAL CONTROLS**

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

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

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

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

#### **Section 1. Modifications Committee.**

The Board of Directors ~~may~~ shall establish a Modifications Committee ("MC") to consist of at least three and no more than five members, all of who shall be appointed by the Board of Directors. The MC, ~~if established~~, 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 MC may delegate this authority to the appropriate board or committee of any District Association subsequently created or subsequently subjected to this Declaration so long as the MC has determined that such board or committee has in force review and enforcement practices, procedures, and appropriate standards at least equal to those of the MC. Such delegation may be revoked and jurisdiction reassumed at any time by written notice.

The ~~Modifications Committee~~ MC shall promulgate detailed standards, guidelines, and procedures governing its areas of responsibility and practice, consistent with the Community-Wide Standard (standards and guidelines promulgated by the MC are sometimes hereinafter referred to as "Design Guidelines"). In addition thereto, the following shall apply. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations, shall be submitted to the MC for approval as to quality of workmanship and design and as to harmony of external design with existing structures, location in relation to surrounding structures, topography, and finish grade elevation. No permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild in accordance with plans and specifications originally approved by Kenco Communities I, Inc. No permission or approval shall be required to alter or remodel the interior of any Unit which was originally approved by Kenco Communities I, Inc. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his Unit, or to paint the interior of his Unit any color desired. In the event that the MC 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 2. No Waiver of Future Approvals.**

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

## **Section 3. Variance.**

The MC may authorize variances from compliance with any of the rules and regulations established by the MC, when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. Such variances may only be granted; however, when unique circumstances dictate, and no variance shall (a) be effective unless in writing, (b) estop the MC from denying a variance in other



circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not necessarily be considered a hardship warranting a variance.

#### **Section 4. No Liability.**

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

#### **Section 5. Compliance.**

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

#### **~~Section 6. Club Approvals.~~**

~~Notwithstanding the provisions of this Article XII, the owner of the Country Club Property shall have the right to approve new construction of or modifications to those Units on portions of the Property immediately adjacent to the Country Club Property. Plans and specifications for such new construction or modifications shall be presented to the owner of the Country Club Property. In the event the owner of the Country Club Property fails to approve or disapprove such plans or to request additional information within forty five (45) days after submission, the plans shall be deemed approved.~~

#### **~~Section 6.7. Expense of Approvals.~~**

~~The MC and the owner of the Country Club Property may charge a reasonable fee in connection with the approvals required in this Article XII, such fee to be determined from time to time by the Board of Directors.~~

### **ARTICLE XIII**

## CONSERVATION AREAS RESTRICTIONS ON USE

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

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

## ARTICLE XIV USE RESTRICTIONS

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

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

the aforementioned entities, i.e. president or chief executive officer, partner, or trustee, shall designate, at least ten (10) days prior to closing, the individual, his or her spouse and children, who shall be entitled to use the Unit and to exercise the rights of a Member hereunder. Only the designated individual(s), their servants and guests may use the Unit. After closing of the Unit the Owner may from time to time designate the individual or family who shall have the right to occupy the Unit and exercise the rights of a Member; provided, however, that the designation of the occupant for a Unit owned by a corporation, partnership or other form of multiple ownership cannot be changed more than three (3) times during any twelve (12) month period. Except as provided above, the right of occupancy or use of a Unit may not be transferred to another party, except through conveyance, transfer by operation of law, or lease of the Unit, as approved by the Association in accordance with the terms set forth herein below. The individual(s) designated by the corporation, partnership, trust or other entity shall be subject to this Declaration and shall execute a written covenant in favor of the Association whereby the individual(s) occupying the Unit shall agree to comply with the terms and provisions of this Declaration, and the rules and regulations which may be promulgated from time to time by the Association. The written covenant shall contain an acknowledgment that the use of the Unit by the individual or the family shall continue only so long as the entity shall continue to be a Member of the Association or lessee of such a Member. In the event of the failure of the designated individual(s) to use the Unit in compliance with this Declaration or the rules and regulations of the Association, the Association may demand the immediate removal of the designated individual(s) from the Unit by the Owner. In the event the Owner fails to remove the party using the Unit, the Association, as agent of the Owner, may take such action as it deems appropriate to accomplish the removal of such designated individual and all such action by the Association shall be at the cost and expense of the Owner, and the Owner shall reimburse the Association therefor, upon demand, for costs together with such attorneys' fees (including appellate attorneys' fees and costs), as the Association may incur with reference to such removal.

- (C) Leasing Restrictions. No Owner shall be allowed to lease his Unit more than twice each calendar year and no lease shall be for a period of less than three (3) months. No tenant may lease, reside in or occupy a Unit or Units in WYCLIFFE as a tenant for more than two times in their lifetime or for a period of more than twenty-four (24) months total in their lifetime. Additional leasing restrictions may be imposed by any given District. "Leasing" for purposes of this Declaration is defined as regular, exclusive occupancy of a Unit by any person or persons other than the Owner. A person residing in a Unit for longer than thirty (30) days where the Owner is not present shall be deemed to be leasing the Unit (regardless of whether a lease exists or rent is paid) and therefore subject to the Association requirements and procedures regarding leasing. However, an Owner may permit members of the Owner's immediate family to reside in the Owner's Unit without the Owner being present, on a guest basis. If the Owner is not

leasing the Unit to the family member, such occupancy by a family member as a guest is not restricted as a lease. However, the Owner is in all events responsible for all conduct of occupants.

All leases shall be in writing and shall be provided to the Board of Directors along with a Lease Addendum signed by the Owner and the tenant(s) in a form approved by the Association. Units may be rented only in their entirety; no fraction or portion of the Unit may be rented. Sublease of Units or renting of rooms is prohibited. The Owner of the Unit must make available to their tenant copies of all of the Wycliffe documents. All leases shall provide that the tenant shall be subject in all respects to the terms and conditions of the Wycliffe documents and that any failure by the tenant to comply with the terms and conditions of any of the Wycliffe documents shall be a material default and breach of the lease with the Owner. The lease shall also provide and the Association may require that the tenant shall post a security deposit with the Association in an amount not to exceed one (1) month's rent, for purposes of reimbursing the Association for any damage to the Club Facilities, Common Area or the improvements thereon, caused by the tenant, their agents, invitees or licensees, or to reimburse the Association for any additional costs and expenses incurred by the Association in enforcing the terms and conditions of any of the Wycliffe documents. In the event the District Association where the Unit is located has authority to collect a security deposit, then the District Association shall collect one security deposit for both the Association and the District Association in an amount not to exceed one (1) month's rent and the deposit shall be divided equally between the Association and District Association. Prior to allowing a tenant to occupy a Unit, an Owner must submit the Association's standard form which contains information about the tenants and occupants and vehicles, a copy of the executed lease together with an application fee (in an amount determined by the Board of Directors from time to time), together with the security deposit to the Association. The Association may require additional information about the tenants and occupants if needed. Providing these items will enable the Association to efficiently issue automatic gate access for the tenant's vehicle(s). This requirement to provide the Association's standard form, a copy of the lease, a Lease Addendum, a security deposit, and pay an application fee constitutes an affirmative duty of an Owner to keep the Association advised of any change in occupancy of a unit and for the purpose of facilitating the management of the Association's membership records. Any leasehold which does not comply with all the requirements of this paragraph, may be voidable by the Association within the Association's sole discretion. If the Owner defaults in payment of any monetary obligation to the Association while a Unit is leased, then the Association may require the tenant to pay the rent to the Association sufficient to satisfy the monetary obligation. This is in addition to all other remedies of the Association.

- (D) Pets. Owners may keep as pets companion pets such as birds, domesticated cats, fish, dogs and other small mammals. Owners may not keep a number of pets which the Association, in its sole and absolute discretion, shall deem excessive. No Owner may keep exotic cats, non-human primates, horses, fowl, reptiles, obnoxious animals or other farm livestock or zoo type animals on the Property. The determination of what is or what may be an obnoxious animal, fowl or reptile shall be determined by the Board of Directors of the Association in its sole and absolute discretion. Pets must be on a leash or carried when on Common Property or Areas of Common Responsibility. Failure to do so may be deemed a nuisance. Pets are not allowed on ~~Country Club Property~~ the Club Facilities. It shall be the Owner's obligation to remove and otherwise dispose of their pet's waste material from the Common Property and Streets. Failure to remove and dispose of a pet's waste material shall be deemed a nuisance. The Board of Directors of the Association shall have the right to order the removal of any pet which, in the Board's sole and absolute discretion, is considered a nuisance, and the same shall be done without compensation to the Owner. In such event, the Board shall give written notice thereof to the pet owner, and the pet shall immediately thereafter be permanently removed from the Property. An Owner, by purchase of a Unit, agrees to indemnify the Association, and hold them harmless against loss or liability of any kind arising from the Owner having any animal in WYCLIFFE. District Associations may further restrict the keeping of pets and animals within Districts.
- (E) Recreational and Commercial Vehicles. Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, pick-up trucks, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall be parked only in enclosed garages, except that pick-up trucks only, may be parked in the driveway of a Unit during daylight hours. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted within the Project, except within enclosed garages. For purposes hereof, a vehicle shall be considered "stored" if it is put up on blocks or covered with a tarpaulin and remains on blocks or so covered for fourteen (14) consecutive days without the prior approval of the Board of Directors. Notwithstanding the foregoing, service and delivery vehicles may be parked in the driveway of a Unit during daylight hours for such period of time as is reasonably necessary to provide service or make a delivery to a Unit. No automobile, truck or other motor vehicle may be parked on any street overnight. No automobile, truck or other motor vehicle may be parked at any time so as to block traffic, nor may any such vehicle park in any area which the Board of Directors may have designated as restricted for parking. Parking on the Common Property other than Streets, shall only be allowed on designated parking areas. Any vehicle which is parked in violation of this paragraph may be towed by the Board of Directors at the Owner's expense. No Owner shall conduct repairs (except -in an emergency) or other restorations of

any motor vehicle, boat or other vehicle upon any part of the Property, except in an enclosed area with the doors thereto closed at all times. For purposes of this Section, the term "pickup trucks" shall generally be used to describe vehicles manufactured with an open body or bed (including those with a metal or fabric cover).

- (F) Temporary Structures. No structure or object of a temporary character such as, but not limited to, house trailers, vans, tents, shacks, sheds or temporary or accessory buildings or structures, shall be erected, kept or maintained on the Property, or any part thereof.
- (G) Insurance. No Owner shall permit or suffer anything to be done or kept within his Unit or make any use of the Common Property, which will increase the rate of insurance on any portion of the Property.
- (H) Nuisances. No use or practice which is either an annoyance to Owners or an interference with the peaceful possession and proper use of the Property by the Owners or which may become an annoyance or nuisance shall be allowed. No Owner shall commit or permit any nuisance or any illegal activity in or about the Property. For greater clarification, no Owner shall knowingly or willfully make or create any unnecessary, excessive or offensive noise or disturbance which destroys the peace, quiet and/or comfort of other Owners or allow any such noise or disturbance to be made on his Unit. Unreasonably loud noises and other disturbances which are unreasonably disturbing to other Owners shall be a nuisance. The decision of the Board of Directors as to whether conduct constitutes a nuisance shall be determinative.
- (I) Antennae. No radio, television or other electronic antennae or aerial (including, without limitation, satellite dishes) may be erected or maintained anywhere on the Common Property (unless installed by the Association), or the exterior of any Unit (including the dwelling), without notifying the MC in advance of its installation. The Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna or cable system for the benefit of all or a portion of the Property, should any such master system or systems be utilized by the Association and require any such exterior apparatus. Further, this section shall not apply to any activity conducted by the Association on Common Property or Areas of Common Responsibility.
- (J) Subdivision of the Units. No Unit shall be re-subdivided to permit property lines to be altered in any manner provided, however, that a single Unit may be combined with another Unit or portion thereof, to form a larger Unit, with the prior written approval of the MC.
- (K) Removal of Trees. In reviewing building plans, the MC shall take into account the natural landscaping, such as trees and shrubs, and encourage the Owner to

incorporate them in his landscaping plan. No trees of four (4) or more inches in diameter shall be cut or removed without approval of the MC.

- (L) Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot without the prior written approval the MC.
- (M) Signs. No signs, advertisements or notices of any kind, free-standing or otherwise displayed, erected shall be erected or displayed to the public view on any Unit, unless approved by the MC. If permission is granted to any Owner to erect a sign within the Property, the MC reserves the right to restrict the size, color, lettering, and location of such sign. No sign shall be nailed or otherwise attached to trees.
- (N) Easements. No Improvement of any kind, tree, bush, shrub or landscaping of any kind shall be built or maintained upon any easement or right-of-way without the prior written approval of the MC, and said easements and rights-of-way shall at all times be open and accessible to the persons entitled to the use thereof. Notwithstanding the foregoing, landscaping approved by the MC shall be maintained by each Owner, or in the case of a Townhouse, Duplex, Patio Home or Villa, the appropriate District Association or the Association, as the case may be, to the front, rear and side property lines of the Unit.
- (O) Clotheslines, Garbage Cans, Tanks. Clotheslines, garbage cans, storage tanks, mechanical equipment, including, without limitation, electrical meters, gas meters and air conditioning compressors, or other similar items shall be located or screened so as to be concealed from view of neighboring Units, streets and the ~~Country Club Property~~ Club Facilities. All rubbish, trash, and garbage shall be stored in appropriate containers with lids and regularly removed from Units and shall not be allowed to accumulate thereon. All basketball hoops, backboards, storage tents, mechanical equipment, garbage can storage structures and other such items shall be subject to the approval of the MC.
- (P) Storage Facilities, Tool Sheds, Garden Houses and Garages. All storage facilities, tool sheds, garden houses and other similar Improvements approved by the MC, but excluding garages and cabanas, shall be attached to the dwelling so that such Improvements and the dwelling constitute a single structure.
- (Q) Utilities. The central water and sewage system provided by Acme Improvement District, its successors or assigns for service to the Property shall be used by all Owners. Each Owner shall connect his water line to the water distribution main serving his Unit and his sewer line to the sewage collection line serving his Unit and shall pay all fees and costs related thereto. Each Owner shall maintain and

repair his water and sewer lines up to the point of delivery and collection. No individual water supply system shall be permitted without the prior written approval of the MC. No septic tank or drain field shall be allowed on any portion of the Property without the prior written approval of the MC.

- (R) Electronic Monitoring Systems Requirements. Each ~~unit~~ Unit must be equipped with an electronic monitoring system which shall be part of the central monitoring system. Owners shall pay a specified monthly sum as part of the assessment for the cost of the central monitoring system.
- (S) Bicycles. Bicycles shall be stored only within each Unit. If Bicycles are left on the Common Property, they may be impounded by the Association and shall be released to the Owner only upon payment of an administrative fee established by the Association. The Association ~~owner of the Country Club Property~~ shall have the right, but not the obligation, to build a bicycle stand or stands within WYCLIFFE in which event, bicycles may be stored thereon.
- (T) Golf Carts. Owners may own and operate golf carts subject to all traffic rules and regulations pertaining to Streets within the Project and subject to such additional rules and regulations promulgated by ~~the owner of the Country Club Property~~ and the Association. Owners' golf carts must be stored inside the Unit and out of sight from adjacent streets, Units or the ~~Country Club Property~~ Club Facilities. Golf carts may only be driven on paved streets or roadways and/or golf cart paths. Golf carts must be operated in a safe manner. No children under 16 years of age shall be allowed to drive golf carts on the Common Property. Minors must have a valid driver's license to operate golf carts on the Club Facilities.
- (U) Air Conditioning Units. Except as may be permitted by ~~the NCC or~~ the MC, no window air conditioning units may be installed in any Unit.
- (V) Drainage. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No person, other than ~~the owner of the Country Club Property or~~ the Association, may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. The Association hereby reserves for itself ~~and the owner of the Country Club Property~~ a perpetual easement across the Property for the purpose of altering drainage and water flow. The Association may require any Unit Owner or District to treat any irrigation water which causes unsightly or unsanitary conditions.
- (W) Firearms. The brandishing, public display or discharge of firearms within the Property is prohibited. 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 Association shall not be obligated to take action to enforce this Section.

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

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

Notwithstanding the restriction of this Article, the Board of Directors of the Association may, from time to time, as determined in its sole discretion, promulgate rules with respect to the use and operation of wells throughout the Property. Unless otherwise determined by the Board of Directors of the Association, watering from wells is limited to a maximum of four hours a day, three days a week. Watering from wells is not permitted during daylight hours of 9:00 a.m. to 3:00 p.m. Furthermore, each well must include a rain and

moisture sensor, which must be maintained in good working order, as determined in the sole discretion of the Association. As determined in the sole discretion of the Board of Directors, failure of an Owner or District to adhere these restrictions regarding well use, and any other rules adopted by the Board from time to time, shall permit the Association to revoke its approval of such Owner's or District's well. In such event, the Owner or District shall be required to immediately cease all use of its well, and take any other measures as determined in the sole discretion of the Board of Directors to close-off and prevent further use of the subject well.

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

- (Y) Mailboxes and Exterior Hardware. The style, design and color of all mailboxes must be in accordance with the Design Guidelines.
- (Z) On-Site Fuel Storage. No on-site storage of gasoline or other fuels shall be permitted on any part of the Property except that the Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment. Notwithstanding this provision, fuel tanks for storage of fuel for ranges, ovens, dryers, water heaters, dwellings, pools, gas grills and similar equipment may be permitted if installed underground or appropriately screened and approved by the MC.
- (AA) Playground, Play, Equipment, Strollers. All bicycles, tricycles, scooters, 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 in the open so as to be visible from adjacent property when not in use. Bicycles and scooters may only be ridden on paved streets or roadways and/or bicycle paths, if any. Bicycles must be operated in a safe manner and in accordance with traffic rules and regulations adopted by the Board of Directors from time to time.

Notwithstanding the above, the Board of Directors may, but shall not be obligated to, permit swing sets and similar permanent playground equipment to be erected within the Project provided they are approved by the MC. Any playground or other play areas or equipment furnished by the Association or

erected within the Project shall be used at the risk of the user, and the Association shall not be held liable to any person for any claim, damage, or injury occurring thereon or related to use thereof.

(BB) Pools. No aboveground pools shall be erected, constructed or installed on any Units, except that above-ground spas and Jacuzzis may be permitted as approved by the MC. The construction or installation of any in-ground pool shall be subject to the requirements of the MC.

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

(DD) Walls and Fencing. Except as otherwise permitted by the MC, dog runs, animal pens, walls and fencing on or around a Unit shall not be permitted.

(EE) Wetlands, Lakes and Water Bodies. All wetlands, lakes, ponds, and streams within the Property, if any, shall be storm water retention facilities or aesthetic amenities only, and no other use thereof, including, without limitation, swimming, boating, playing, or use of personal flotation devices, shall be permitted without the prior approval of the Board of Directors. Fishing shall be allowed on that portion of the Common Property adjacent to the Owner's Unit. ~~Neither the Association nor the owner of the Country Club Property shall not~~ be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, streams or mangrove shoreline within the Property. No docks, piers, or other structures shall be constructed on or over any body of water within the Property, except such as may be constructed by the Association, or as approved pursuant to Article XII of this Declaration. The elevation of the land shall not be altered and fill shall not be used to extend the boundaries of a Unit or to change the bulkhead line on any Unit bounded by a wetland, lake, or other body of water unless approved in accordance with Article XII of this Declaration.

(FF) Hurricane Shutters. Hurricane shutters may be installed by Unit Owners provided they are harmonious with the exterior of the Unit. Such shutters may be either temporary or permanent in design and must comply with the Architectural Control Design Guidelines (~~"Design Guidelines"~~) for hurricane shutters as same are established from time to time. The Districts may be more restrictive on the installation and use of hurricane shutters than set forth herein. Hurricane shutters for the front and rear of each home and for the side of a home facing a street within twenty-five (25') feet can only be in place on a unit up to seven (7) days in advance of a tropical storm or hurricane and must be removed and/or opened

within not more than seven (7) days after the danger of a tropical storm. Owners who are not residing at their Unit during a period when hurricane shutters may be in use must make the necessary arrangements at their own expense to comply with these requirements and those established under the Design Guidelines.

Hurricane shutters for the sides of each home not facing a street within twenty-five (25") feet of a street may be put in place at the discretion of the Owner, however, all shutters shall be removed and/or opened after November 30 and may not be put into place before June 1, except and unless a tropical storm or hurricane watch or warning is announced by the National Hurricane Center after November 30 or before June 1. In such event, all shutters must be removed and/or opened within no more than seventy-two (72) hours following the lifting of such watch or warning.

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

(GG) Energy Conservation Equipment Agreement. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Unit unless approved by the MC and by any governmental authorities having jurisdiction.

(HH) Casualty Destruction to Improvements. In the event that a Unit or other structure is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, as determined by the Association, but in no event longer than 6 months thereafter, the Owner thereof shall either commence to rebuild or repair the damaged Unit or improvement and diligently continue such rebuilding or repairing until completion, or properly clear the damaged unit or structure and restore or repair the lot in a manner aesthetically satisfactory to the Association. As to any such reconstruction of a destroyed Unit, the same shall only be replaced with Units as are approved by the MC as provided herein.

## **Section 2. Rules and Regulations.**

The following rules and regulations shall apply to Owners and their families, tenants, guests, licensees and invitees and may be amended from time to time by the Board of Directors without the consent of any Owner, mortgagee of any portion of the Property or any other person:

- (A) Pets. The number of pets allowed per Unit shall be restricted, in the sole determination of the Board of Directors, so as to avoid the creation of a nuisance. Pets governed by leash laws shall be confined to Owner's Unit when not on leash and accompanied by the Owner. Two (2) documented violations of this rule shall result in permanent expulsion of the pet from WYCLIFFE.
- (B) Recreational Activities. Recreational Activities shall be restricted to areas designated by the Board of Directors.
- (C) Children and Pets, Etc. Owners shall be responsible to the Association for any damage to Common Property or Club Facilities by their guests, renters, lessees, employees, children or pets. Owners shall be liable for all charges for damage along with any reasonable costs to the Association, including charges for recovery of attorneys' fees involved in enforcement resulting from actions of such persons.
- (D) Exterior Work. No work, whether building, repair, maintenance, landscaping or lawn work shall be performed outside of the Improvements constructed on any Unit prior to 7:00 a.m. weekdays and prior to 8:00 a.m. weekends. All such work shall be completed on or before 7:00 p.m.
- (E) Unit Occupancy. No Unit may be occupied on a permanent basis by more than one (1) family comprised of the Owner's, their children and/or parents, or unrelated persons occupying the Unit as single household, unless otherwise specifically permitted by the Board of Directors. The number of persons occupying a Unit cannot exceed the number permitted by local ordinance.
- (F) Guest Registration. An Owner may not have house guests unless such guests have been registered with the security guard at the entrance to WYCLIFFE and the Owner has advised the Association of the names of their house guests and the duration of the stay. Owner's shall be accountable for the behavior of their house guests.
- (G) Interior Window Treatments. No reflective windows or reflective window tinting shall be allowed.
- (H) Speed Limits and Traffic Signs. Speed Limits and traffic signs will be posted throughout WYCLIFFE by the Board of Directors. Any person violating any traffic regulations, depending on the severity of the violation, may be warned or fined and in certain cases, as determined by the Board of Directors in their sole discretion.

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

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

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

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

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

Any loss or damage incurred by the Association due to a breach of any restriction herein by an Owner, his tenants, guests, agents or employees, shall be reimbursed by the responsible Owner. The Association may obtain recovery against such Owner in the same manner as the collectible and enforceable assessments.

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

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

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

foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer, director or member may be entitled.

## **ARTICLE XVI INSURANCE**

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

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

All insurance policies upon the Common Property shall be purchased by the Association. The named insureds shall be the Association. The policies shall provide that payments by the insurer for losses shall be made to the Association and any Mortgagee whose lien encumbers the Common Property, as their interests may appear. Property and casualty insurance for all Units shall be issued by an insurance carrier licensed by the State of Florida upon purchase and maintained and paid for by the Owner, unless otherwise provided for by a District Association. Coverage limits and conditions shall be to the Association's specification and the Owner shall provide proof of acceptable coverage to the Association, upon its request, at all times.

### **Section 2. Coverage.**

- (A) Casualty Insurance. All buildings and insurable Improvements on the Common Property shall be insured for fire and extended coverage perils, excluding foundation and excavation costs, at their maximum insurable replacement value, and all personal property owned by the Association shall be insured for its full insurable value, all determined annually by the Board of Directors of the Association.
- (B) Public Liability Insurance. The Association shall obtain public liability and property damage insurance covering all of the Common Property and Improvements thereon and insuring the Association and the Members as their interests appear in such amounts and providing such coverage as the Board of Directors of the Association may determine from time to time, provided, that the minimum amount of coverage shall be \$500,000 each person, and \$2,000,000 each incident. The liability insurance shall include, but not be limited to, hired and non-owned automobile coverage.
- (C) Workers' Compensation Insurance. The Association shall obtain workers' compensation insurance in order to meet the requirements of law, as necessary.

- (D) Flood Insurance. The Association shall obtain flood insurance to meet the requirements of federal, state, or local law, or any regulation enacted pursuant to federal, state or local law, as necessary.
- (E) Other Insurance. The Board of Directors of the Association shall obtain such other insurance as they shall determine from time to time to be desirable, including, but not limited to, Directors' and Officers' liability insurance.
- (F) Subrogation Waiver. If available, the Association shall obtain policies which provide that the insurer waives its right to subrogation as to any claim against Members, the Association and their respective servants, agents and guests.

### **Section 3. Premiums.**

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

### **Section 4. Shares of Proceeds.**

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

### **Section 5. Distribution of Proceeds.**

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

- (A) Reconstruction or Repair. If the damage for which proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as hereinafter provided. Any proceeds which remain after defraying such costs shall be distributed to the Members.
- (B) Failure to Reconstruct or Repair. If it is determined in the manner hereinafter provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the Members. There shall be no distribution of remaining proceeds until all debris, remains and residue have been cleared and removed, and the damaged area has been properly landscaped. In the event of loss or damage to personal and/or real property belonging to the Association, and should the Board of Directors of the



Association determine not to replace such personal and/or real property as may be lost or damaged, the proceeds shall be distributed to the Members.

- (C) Certificate. In making distribution to Members, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to the names of the Members and their respective shares of the distribution.

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

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

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

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

### **ARTICLE XVII RECONSTRUCTION OR REPAIR AFTER CASUALTY**

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

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

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

- (C) Club Facilities. If the damaged Improvement is part of the Club Facilities, the damaged property shall be reconstructed or repaired unless it is determined by the Board of Directors that it shall not be reconstructed or repaired.

**Section 2. Plans and Specifications.**

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

**Section 3. Estimates of Costs.**

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

**Section 4. Special Assessments.**

The amount by which an award of insurance proceeds to the Association is reduced on account of a deductible clause in an insurance policy shall be assessed equally against all Members. If the proceeds of such Assessments and of the insurance are not sufficient to defray the estimated costs of reconstruction, replacement and repair by the Association, or if at any time during reconstruction, replacement and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Special Assessments shall be made against the Members in sufficient amounts to provide funds for the payment of such costs. Any Special Assessment levied in connection with the reconstruction, replacement, and repair of exclusively Club Facilities shall only be the responsibility of Club Members to be allocated in a manner determined by the Board of Directors.

**Section 5. Construction Funds.**

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

**ARTICLE XVIII  
GENERAL PROVISIONS**

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

The covenants and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Association, the Owner of any Unit and/or Members subject to this Declaration and their respective legal representatives, heirs, successors and assigns, for an initial term of twenty five (25) years from the date this Declaration is recorded in the Public Records of Palm Beach County, Florida. The covenants and restrictions shall automatically be extended for successive periods of twenty five (25) years unless an instrument signed by fifty-one percent (51%) of the total number of Members in the Association as have then been subject to this Declaration, has been recorded, agreeing to change or terminate the covenants and restrictions in whole or in part. Violation or breach of any condition, covenant or restriction contained in this Declaration, the By-Laws, Articles of Incorporation and/or the rules and regulations shall give the Association a right of action to compel compliance with the terms of the covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such legal action shall be borne by the Member in violation. Such entitlement to costs and attorneys' fees shall include all costs and attorneys' fees incurred by the Association, regardless of whether a lawsuit is filed. If these attorneys' fees and costs are not paid, the amount shall be deemed an assessment and shall be collectible in the same manner as an assessment as set forth elsewhere in this Declaration.

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

In addition to these restrictions and covenants, the Members shall abide by the laws, ordinances, rules and regulations of the State of Florida and Palm Beach County.

**Section 3. Notice.**

Any notice required to be delivered to any Member under the provisions of this Declaration shall be deemed to have been properly delivered when mailed, postpaid, to the last known address of the person as it appears on the records of the Association at the time of such mailing.

**Section 4. Severability.**

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

**Section 5. Amendment.**

- (A) Notwithstanding any other right of amendment or modification provided in this Declaration, any amendment affecting the Water Management System, conservation or preserve areas shall require the prior written

approval of South Florida Water Management District its successors or assigns.

- (B) Except as specifically set forth elsewhere in this Declaration, the process of amending or modifying this Declaration shall be as follows:

(i) This Declaration may be amended:

(a) by consent of the ~~Class "A" and Class "B"~~ Members holding not less than two-thirds (2/3rds) of the voting interests of the membership present and voting in person or by proxy at a meeting of the membership at which a quorum exists, provided however, that the above two-thirds (2/3rds) consenting to the amendment constitutes at least thirty percent (30%) of the total voting interests of the membership eligible to vote, together with

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

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

(iii) Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of the Association under this Declaration or any other of WYCLIFFE documents without specific written approval of the Association.

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

#### **Section 6. Litigation.**

No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of sixty-six and two-thirds percent (66 and 2/3%) of the Board of Directors.

#### **Section 7. ~~Right of Class "B" Member to Disapprove Actions.~~**

~~This Section may not be amended without the express, written consent of the Class "B" Member.~~

~~The Class "B" Member shall have a right to disapprove actions of the Board and any committees which in its reasonable judgment materially and adversely affect the use of the Country Club Property or its rights or obligations under this Declaration. This right may be exercised by the Class "B" Member at any time within ten (10) days following the Class "B" Member's receipt of the notice of such proposed action.~~

#### **Section 78. Sanctions.**

The Association, through its Board of Directors, may impose sanctions including, without limitation, reasonable monetary fines which, if in excess of \$1,000 in the aggregate, shall constitute a lien upon the Owner's Unit for the failure by an Owner or its tenants, guest or invitees to comply with the terms and provisions hereof or any rules or regulations adopted pursuant hereto and suspension of the right to vote if the owner is delinquent in the payment of base assessments in excess of 90 days. The Board shall, in addition, have the power to seek relief in any court for violations or to abate unreasonable disturbances. Imposition of sanctions shall be subject to reasonable notice and hearing rights adopted by the Association from time to time.

#### **Section 89. Dissolution of Association.**

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

#### **Section 940. Priority of Documents.**

In the event of any conflict, the following documents shall control in the order stated: this ~~Second~~ Third Amended and Restated Declaration and any amendments thereto, the Articles, the By-Laws, and the Rules and Regulations of the Association. In the event of a conflict between the Plat of a portion of the Property and the Declaration, the Declaration shall control. The Board of Directors may determine the interpretation or construction of the Articles of Incorporation, the Declaration, and the By-Laws, or any parts of any of the foregoing, which may be in conflict or of doubtful meaning, and the Board of Directors' interpretation or construction shall be final and conclusive. The Declaration, Articles of Incorporation and By-Laws shall be deemed automatically amended to conform to Florida Statutes, Chapter 720, as amended from time to time.

#### **Section 1044. Venue.**

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

**Section ~~1142~~. Usage.**

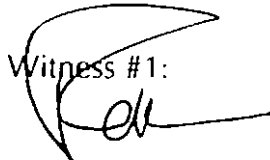
Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

**Section ~~1243~~. Effective Date.**

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

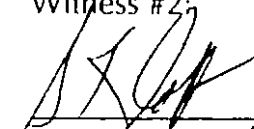
IN WITNESS WHEREOF, the Association caused these presents to be executed in its name, this day and year first above written.

Signed, sealed and delivered in the presence of:

Witness #1:  


Printed Name Robert L. Keener

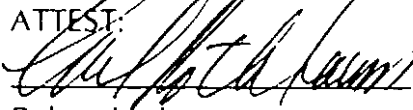
Witness #2:

  
Printed Name S. KLAFF

WYCLIFFE COMMUNITY ASSOCIATION, INC., a Florida Corporation not-for-profit

By:   
Steven Roth

  
President

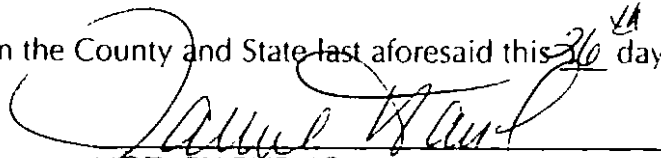
ATTEST:  
  
Robert Levin

CAROL ROTHBAUM Secretary

STATE OF FLORIDA )  
 )ss  
COUNTY OF PALM BEACH )

I HEREBY CERTIFY that on this 26<sup>th</sup> day of May, 2012 November, 2018, before me personally appeared Steven Roth JEROLD KAHN, as President and Robert Levin CAROL ROTHBAUM, as Secretary of WYCLIFFE COMMUNITY ASSOCIATION, INC. n/k/a WYCLIFFE COMMUNITY GOLF AND COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC. on and after the merger Effective Date, a Florida Corporation not-for-profit, to me known to be the individuals and officers described in and who executed the aforesaid Certification as the free act and deed as such duly authorized officer; and that the official seal of the Corporation is duly affixed and the instrument is the act and deed of the Corporation.

WITNESS my signature and official seal in the County and State last aforesaid this 26<sup>th</sup> day of November, 2012. 2018

  
NOTARY PUBLIC  
Print name: JAMIE HAND

My Commission Expires:





# EXHIBIT "A"

## Parcel A

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 25; THENCE  $N62^{\circ}39'47"E$ , ALONG THE WEST LINE OF SAID SECTION 25, A DISTANCE OF 155.98 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF AN 80 FOOT RIGHT-OF-WAY FOR HOMELAND ROAD AS RECORDED IN OFFICIAL RECORD BOOK 5642 AT PAGE 1591. SAID POINT ALSO BEING THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING, CONTINUE  $N62^{\circ}39'47"E$ , ALONG THE WEST LINE OF SAID SECTION 25, A DISTANCE OF 1546.54 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE  $N62^{\circ}39'47"E$ , AND CONTINUING ALONG SAID WEST SECTION LINE, A DISTANCE OF 2424.88 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF A 120 FOOT WIDE RIGHT-OF-WAY FOR LAKE WORTH ROAD AS RECORDED IN OFFICIAL RECORD BOOK 5642 AT PAGE 1602, SAID POINT BEING ON THE ARC OF A CURVE HAVING A RADIUS OF 2404.79 FEET AND FROM WHICH A RADIAL LINE BEARS  $S29^{\circ}14'28"W$  (SAID POINT ALSO BEING  $S02^{\circ}39'47"W$  AND 271.62 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 25); THENCE, EASTERLY, DEPARTING FROM SAID WEST SECTION LINE, AND ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR LAKE WORTH ROAD, AND ALONG THE ARC OF SAID CURVE, A DISTANCE OF 517.35 FEET (THROUGH AN ANGLE OF  $10^{\circ}34'06"$ ); THENCE  $S50^{\circ}11'26"E$ , A DISTANCE OF 554.40 FEET TO THE BEGINNING OF A CURVE HAVING A RADIUS OF 2924.79 FEET AND FROM WHICH A RADIAL LINE BEARS  $N39^{\circ}48'34"E$ , THENCE, EASTERLY, A DISTANCE OF 2081.54 FEET (THROUGH AN ANGLE OF  $40^{\circ}46'36"$ ); THENCE  $N89^{\circ}01'58"E$ , CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 1536.86 FEET; THENCE  $S87^{\circ}18'19"E$ , A DISTANCE OF 250.51 FEET; THENCE  $N89^{\circ}01'58"E$ , A DISTANCE OF 158.08 FEET; THENCE  $S44^{\circ}17'40"E$ , A DISTANCE OF 54.13 FEET TO A POINT ON THE ULTIMATE WEST RIGHT-OF-WAY LINE OF A 200 FOOT WIDE RIGHT-OF-WAY FOR STATE ROAD 7 AS RECORDED IN OFFICIAL RECORD BOOK 5642 AT PAGE 1610; THENCE DEPARTING FROM SAID SOUTH RIGHT-OF-WAY LINE FOR LAKE WORTH ROAD,  $S01^{\circ}28'38"W$ , ALONG SAID WEST RIGHT-OF-WAY LINE FOR STATE ROAD 7, A DISTANCE OF 3756.97 FEET TO A POINT ON THE AFOREMENTIONED NORTH RIGHT-OF-WAY LINE OF HOMELAND ROAD; THENCE DEPARTING FROM SAID WEST RIGHT-OF-WAY LINE FOR STATE ROAD 7,  $N88^{\circ}26'38"W$ , ALONG SAID NORTH RIGHT-OF-WAY LINE FOR HOMELAND ROAD, A DISTANCE OF 2457.23 FEET; THENCE  $N88^{\circ}26'28"W$ , CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 2576.31 FEET TO THE BEGINNING OF A CURVE, HAVING A RADIUS OF 1782.67 FEET AND FROM WHICH A RADIAL LINE BEARS  $N61^{\circ}13'36"E$ ; THENCE, WESTERLY, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, A DISTANCE OF 58.20 FEET (THROUGH AN ANGLE OF  $01^{\circ}52'14"$ ) TO THE POINT OF BEGINNING.

## TOGETHER WITH PARCEL B

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 25; THENCE  $S89^{\circ}07'37"E$ , ALONG THE NORTH LINE OF SAID SECTION 25, A DISTANCE OF 1486.61 FEET; THENCE  $S00^{\circ}52'23"W$  AND PERPENDICULAR TO THE PRECEDING COURSE, A DISTANCE OF 75.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF A 75 FOOT WIDE ADKE IMPROVEMENT DISTRICT RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORD BOOK 1081 AT PAGE 623. SAID POINT ALSO BEING THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING, THENCE  $S89^{\circ}07'37"E$ , ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 1100.21 FEET; THENCE  $S88^{\circ}02'48"E$ , CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 1566.68 FEET; THENCE, DEPARTING FROM SAID SOUTH RIGHT-OF-WAY LINE,  $S01^{\circ}42'43"W$ , A DISTANCE OF 1266.58 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE AFOREMENTIONED LAKE WORTH ROAD; THENCE  $S89^{\circ}01'58"W$ , ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 1256.21 FEET TO THE BEGINNING OF A CURVE HAVING A RADIUS OF 1804.79 FEET AND FROM WHICH A RADIAL LINE BEARS  $N00^{\circ}58'02"W$ ; THENCE WESTERLY, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1332.63 FEET (THROUGH AN ANGLE OF  $27^{\circ}13'22"$ ) TO A POINT ON A NON-TANGENT LINE; THENCE, DEPARTING FROM SAID NORTH RIGHT-OF-WAY LINE,  $N00^{\circ}52'23"E$ , A DISTANCE OF 1090.22 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCELS CONTAIN, IN THE AGGREGATE, 540.212 ACRES MORE OR LESS. PARCEL A CONTAINS 460.887 ACRES MORE OR LESS. PARCEL B CONTAINS 79.325 ACRES MORE OR LESS.

Third Amended and Restated Declaration of Covenants, Conditions and Restrictions (Exhibit "A")

# EXHIBIT "B"

KNOW ALL MEN BY THESE PRESENTS THAT, SUNOIAL JOINT VENTURE, A FLORIDA GENERAL PARTNERSHIP, OWNERS OF THE LAND SHOWN HEREON AS "WYCLIFFE PLAT ONE", SITUATE IN SECTION 25, TOWNSHIP 44 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 25, THENCE N01°25'29"E ALONG THE EAST LINE OF SAID SECTION 25, A DISTANCE OF 134.89 FEET; THENCE DEPARTING FROM SAID SECTION LINE, N08°24'31"W AND PERPENDICULAR TO THE PRECEDING COURSE, A DISTANCE OF 180.75 FEET TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE FOR AN ULTIMATE 200 FOOT WIDE RIGHT-OF-WAY FOR STATE ROAD 7 AS RECORDED IN OFFICIAL RECORD BOOK 3642 AT PAGE 1610 AND THE NORTH RIGHT-OF-WAY LINE OF A 80 FOOT RIGHT-OF-WAY FOR HOWELAND ROAD, AS RECORDED IN OFFICIAL RECORD BOOK 3642 AT PAGE 1591, SAID POINT ALSO BEING THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING, THENCE CONTINUE N08°26'30"W ALONG SAID NORTH RIGHT-OF-WAY LINE FOR HOWELAND ROAD, A DISTANCE OF 2457.23 FEET; THENCE N08°26'20"W AND CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 1099.93 FEET; THENCE DEPARTING FROM SAID NORTH RIGHT-OF-WAY LINE, N56°01'50"E A DISTANCE OF 550.56 FEET; THENCE N52°48'11"E A DISTANCE OF 60.61 FEET; THENCE N49°27'47"E A DISTANCE OF 206.19 FEET; THENCE N56°10'53"E A DISTANCE OF 208.52 FEET; THENCE S67°35'00"E A DISTANCE OF 172.71 FEET TO THE BEGINNING OF A CURVE HAVING A RADIUS OF 51.00 FEET AND FROM WHICH A RADIAL LINE BEARS N22°24'52"E; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 57.53 FEET (THROUGH AN ANGLE OF 04°37'55"); THENCE N47°46'57"E A DISTANCE OF 52.82 FEET TO THE BEGINNING OF A CURVE HAVING A RADIUS OF 51.00 FEET AND FROM WHICH A RADIAL LINE BEARS N42°13'03"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 45.14 FEET (THROUGH AN ANGLE OF 50°42'28"); THENCE N02°55'31"W A DISTANCE OF 562.93 FEET; THENCE N21°08'31"W A DISTANCE OF 46.24 FEET; THENCE N36°02'24"W A DISTANCE OF 28.60 FEET; THENCE N42°43'23"W A DISTANCE OF 47.67 FEET; THENCE N49°59'33"E A DISTANCE OF 513.16 FEET TO THE BEGINNING OF A CURVE HAVING A RADIUS OF 111.00 FEET AND FROM WHICH A RADIAL LINE BEARS N40°00'27"W; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 313.64 FEET (THROUGH AN ANGLE OF 22°09'30"); THENCE N27°50'03"E A DISTANCE OF 322.56 FEET; THENCE N70°37'52"E A DISTANCE OF 33.97 FEET TO A NON-TANGENT CURVE HAVING A RADIUS OF 700.08 FEET AND FROM WHICH A RADIAL LINE BEARS N23°25'40"E; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 105.35 FEET (THROUGH AN ANGLE OF 13°27'44"); THENCE S00°02'03"E A DISTANCE OF 201.82 FEET; THENCE N09°57'57"E A DISTANCE OF 50.00 FEET; THENCE N00°02'03"W A DISTANCE OF 70.18 FEET TO A NON-TANGENT CURVE HAVING A RADIUS OF 100.00 FEET AND FROM WHICH A RADIAL LINE BEARS N21°34'51"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 134.34 FEET (THROUGH AN ANGLE OF 78°58'12"); THENCE N08°33'03"W A DISTANCE OF 143.85 FEET; THENCE N19°18'16"W A DISTANCE OF 440.74 FEET; THENCE N07°24'05"W A DISTANCE OF 638.00 FEET TO THE BEGINNING OF A CURVE HAVING A RADIUS OF 197.00 FEET AND FROM WHICH A RADIAL LINE BEARS S02°35'55"W; THENCE NORTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 302.50 FEET (THROUGH AN ANGLE OF 07°58'51"); THENCE S04°37'04"W A DISTANCE OF 86.40 FEET; THENCE S69°25'27"W A DISTANCE OF 60.49 FEET; THENCE N02°44'10"E A DISTANCE OF 104.02 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF A 120 FOOT WIDE RIGHT-OF-WAY FOR LAKE WORTH ROAD AS RECORDED IN OFFICIAL RECORD BOOK 3642 AT PAGE 1604 OF THE PUBLIC RECORDS OF SAID PALM BEACH COUNTY, SAID POINT ALSO BEING ON A NON-TANGENT CURVE HAVING A RADIUS OF 2924.79 FEET AND FROM WHICH A RADIAL LINE BEARS N11°11'26"E; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 620.53 FEET (THROUGH AN ANGLE OF 12°09'20"); THENCE, CONTINUING ALONG SAID SOUTH LINE, N09°01'50"E A DISTANCE OF 1536.48 FEET; THENCE S07°18'19"E A DISTANCE OF 250.51 FEET; THENCE, CONTINUING ALONG SAID SOUTH LINE, N19°01'50"E A DISTANCE OF 350.00 FEET; THENCE S44°37'40"E A DISTANCE OF 54.13 FEET TO THE INTERSECTION OF SAID SOUTH LINE AND THE AFOREMENTIONED WEST RIGHT-OF-WAY LINE OF STATE ROAD 7; THENCE S01°20'38"W, ALONG SAID WEST LINE, A DISTANCE OF 3756.97 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 250.740 ACRES OF LAND, MORE OR LESS.

Third Amended and Restated Declaration of Covenants, Conditions and Restrictions (Exhibit "B")

EXHIBIT "C"

# Wycliffe Golf & Country Club Community

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