

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

FOR

COUNTRY GREENS AT WESTCHESTER HOMEOWNERS

This Declaration made and entered into this 5th day of November, 1987, by DCA at Westchester No.2, Inc., a Florida corporation.

WITNESSETH:

WHEREAS, The Declarant owns the real property described on Exhibit "A" attached hereto (the "COUNTRY GREENS AT WESTCHESTER PROJECT"), and

WHEREAS, the Declarant intends but is not obligated, to develop, construct, and sell as many as one hundred ninety-nine (199) residential units, as many as fifty (50) of which may be zero-lot-line detached patio homes with a garage, and as many as one hundred forty-nine (149) of which may be attached one-story villas with or without garages located in buildings containing as few as two (2) and as many as six (6) units each, (but may develop, construct and sell such other dwellings, which it may from time to time determine to be appropriate) where the COUNTRY GREENS AT WESTCHESTER PROJECT is located; and

WHEREAS, the Declarant intends, but is not obligated, to construct Recreational Facilities within the COUNTRY GREENS AT WESTCHESTER PROJECT, which facilities may consist of a swimming pool and a cabana with a covered screen enclosure; and

WHEREAS, in order to create a planned residential community, and make provisions for the maintenance of the residential units, the Common Properties as that term is hereinafter defined, including ingress and egress easements; the streets; thoroughfares; and common areas; it is necessary to declare and subject that part of the COUNTRY FREENS AT WESTCHESTER PROJECT which is described on Exhibit "A" hereto to certain land covenants, restrictions, easements reservations, regulations, burdens and liens, to make reasonable rules and regulations concerning the use of the Recreational Facilities by residents of the COUNTRY GREENS AT WESTCHESTER PROJECT and to delegate and assign to a corporation certain powers and duties of ownership, administration, operation and enforcement; and

WHEREAS, if further portions of the COUNTRY GREENS AT WESTCHESTER PROJECT are built by the Declarant, then this Declaration of Covenants, Restrictions and Easements may be from time to time amended to expand the real property subject thereto and to expand the Common Properties.

NOW, THEREFORE, the Declarant declares that the land described on Exhibit "A" shall be used and maintained subject to the covenants, restrictions, easements, charges and liens hereinafter set forth, which covenants, restrictions, easements, charges and liens shall run with the land and shall be binding upon and inure to the benefit of Declarant, its

successors and assigns; all Owners of townhomes or other types of Units subjected to this Declaration and located within the COUNTRY GREENS AT WESTCHESTER PROJECT, their families, guests, tenants and invitees, and all persons having any right, title or interest in any part thereof.

Notwithstanding the foregoing, no provision of this Declaration shall be construed as to prevent or limit Declarant's rights to complete development of the COUNTRY GREENS AT WESTCHESTER PROJECT and the construction of improvements thereon, Declarant's right to maintain models, construction, sales or leasing offices, or similar facilities on any portion of the COUNTRY GREENS AT WESTCHESTER PROJECT, or the Declarant's right to post signs incidental to construction, sales or leasing.

ARTICLE I

DEFINITIONS

Unless otherwise expressly provided herein, the following words and phrases, when used herein, shall have the meanings hereinafter specified:

Section 1. "Architectural Committee" shall mean the committee created pursuant to Article VIII hereof.

Section 2. "Association" shall mean COUNTRY GREENS AT WESTCHESTER HOMEOWNERS ASSOCIATION, INC., a not-for-profit Florida corporation, its successors and assigns. The Association was formerly known as SOUTHPOINTE HOMEOWNERS' ASSOCIATION, INC.

Section 3. "Articles" shall mean the Articles of Incorporation of the Association which shall be files on the Office of the Secretary of State of the State of Florida. A copy of the Articles is attached hereto as Exhibit "C".

Section 4. "Board" shall mean the Board of Directors of the Association, elected in accordance with the By-Laws of the Association.

Section 5. "Building" shall mean any building not located on the Common Properties.

Section 6. "By-Laws" shall mean the By-Laws of the Association which shall be adopted by the Board. A copy of the By-Laws is attached hereto as Exhibit "D".

Section 7. "Capital Improvement Assessment" shall mean a charge against each Owner and his Unit, representing a portion of the total costs incurred by the Association for installation or construction of any improvements on any portion of the Common Properties which the Association may from time to time authorize.

Section 8. “Common Assessment” shall mean the charge against each Owner and his Unit, representing a portion of the total costs incurred by the Association in owning, maintaining, improving, repairing, replacing, insuring, managing and operating the Common Properties.

Section 9. “Common Expenses” shall mean the actual and estimated costs of ownership, maintenance, management, operation, insurance, repair and replacement of the Common Properties (including unpaid Special Assessments, Reconstruction Assessments and Capital Improvement Assessments); the costs of any and all commonly metered utilities; cable or master television systems, if any, and other commonly metered charges for the Common Properties; cable or master antenna television bulk contracts providing television service to the Units, if any; costs of management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and other employees; costs of all utilities, gardening and other services benefitting the Common Properties, and all recreational facilities thereon; costs of fire, casualty and liability insurance, worker’s compensation insurance, and other insurance covering or connected with the Common Properties; costs of bonding the members of the Board and the Management Company; taxes paid by the Association, including real property taxes for the Common Properties; amounts paid by the Association for the discharge of any lien or encumbrance levied against the Common Properties, or portions thereof, costs of any other item or items so designated by, or in accordance with other expenses incurred by the Association for any reason whatsoever in connection with the Common Properties for the benefit of the Owners; and the costs of lawn maintenance for the lawns originally planted by the Developer on the Lots and replacements thereof. Without limiting the generality of the foregoing, all expenses incurred, in connection with the maintenance of the water drainage systems within the COUNTRY GREENS AT WESTCHESTER PROJECT, (whether or not such systems and any and all parts thereof are now or hereafter conveyed to the Association), shall be Common Expenses (and all obligations of the Declarant in connection therewith are hereby specifically assumed by the Association and shall be fully performed by the Association from and after the date this Declaration is recorded). The Association shall maintain, repair and replace all lights, including fixtures and bulbs, located in the Common Properties and pay for all electricity used thereon, the foregoing to constitute Common Expenses. In addition to all of the foregoing, the Association shall obtain and pay for hazard, flood, if applicable, fire and extended coverage insurance, insuring the Units, and will arrange for any pay for the repair and replacement of all roofs located on the buildings, repainting of the outside of the buildings, and the paving of any private roadways located within the COUNTRY GREENS AT WESTCHESTER PROJECT; the expense of the foregoing to also constitute a Common Expense. The Association may also clean at its election any driveways and fences located on the Lots, and the expense thereof shall be a Common Expense. In addition, Common Expense to be assessed equally among all Units unless such cleaning is rendered necessary by the negligent or intentional act or omission of the Unit owner, or his tenant, invitee, guest or family members thereof, in which case the cost shall be assessed as a Special Assessment. The Association shall not be responsible for any other maintenance, repair, or replacement of the driveways and

fences located on the Lots. The Association shall be responsible for the periodic repair and maintenance of all roofs located on the buildings and the exterior painting of all buildings as provided in Article IX, Section 2 hereof, and the expense thereof shall be a Common Expense to be assessed equally among all Units subject to the provisions of Article I, Section 21 hereof. In addition, Common Expense shall mean any expense attributable to the maintenance or repair of a Unit which is the obligation of the Association as provided for in the Declaration, unless such maintenance or repair is required as a result of the intentional or negligent act or omission of the Owner(s) of the Unit or his guests, lessees, invitees or the family members thereof, in which event the cost shall be assessed as a Special Assessment.

Section 10. "Common Properties" shall mean those portions of the COUNTRY GREENS AT WESTCHESTER PROJECT which are declared as being Common Properties in this Declaration or in any supplemental Declaration hereafter made by the Declarant. The Common Properties are for the common use and enjoyment of the Unit Owners. The Common Properties are hereby declared to be all of the land described on Exhibit "A" hereto (as Exhibit "A" may be expanded in the future) less and except the portions thereof conveyed or held for conveyance by the Declarant to Owners.

Section 11. "Declarant" shall mean and refer to DCA of Westchester No.2, Inc., a Florida corporation, doing business as COUNTRY GREENS AT WESTCHESTER. "Declarant" and "Developer" shall be used herein and in the By-Laws and Articles interchangeably. Notwithstanding anything stated to the contrary, all references to the Developer contained in the governing documents and all rights retained by the Developer are hereby deleted.

Section 12. "Declaration" shall mean this instrument, as it may be amended from time to time.

Section 13. "Improvement" shall mean all structures or artificially created conditions and appurtenances thereto of every type and kind located on the COUNTRY GREENS AT WESTCHESTER PROJECT, including, but not limited to, buildings, outbuildings, walkways, sprinkler pipes, electrical meters, lighting fixtures, light bulbs, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, and exterior air conditioning and water-softener fixtures or equipment, if any.

Section 14. "Institutional Mortgage" shall mean a bank, savings and loan association, a private mortgage company, the Federal National Mortgage Association, and insurance company or union pension fund authorized to do business in the United States of America, an agency of the United States Government, a real estate investment trust, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration/Veterans Administration or a lender generally recognized in the community as an "institutional-type" lender. In case of question, the Declarant may determine in its sole discretion, who is an Institutional

Mortgagee. An “Institutional First Mortgagee” is an Institutional Mortgagee who holds a first mortgage on a townhome or unit.

Section 15. “Management Company” shall mean the person, firm or corporation employed by the Association hereunder as its agent to assist in fulfilling or carrying out certain duties, powers or functions of the Association.

Section 16. “Member” shall mean any person or entity holding a membership in the Association as provided herein.

Section 17. “Owner” shall mean and refer to the person or persons or legal entity or entities, including Declarant, holding simple fee interests of record to any Unit, including sellers under executor contracts of sale, but excluding those having such interests merely as security for the performance of an obligation. For the purposes of Article X only, unless the context otherwise requires, Owner shall also include the family, invitees, licensees, lessees and sub-lessees of any Owner, and any other permitted occupant of a Unit.

Section 18. “Person” shall mean a natural individual or any entity with the legal right to hold title to real property.

Section 19. “Reconstruction Assessment” shall mean a charge against each Owner and his Unit, representing a portion of the cost incurred by the Association for reconstruction of any portion or portions of the Improvements located on the Common Properties pursuant to the provisions of this Declaration.

Section 20. “Recreational Facilities” shall mean any pool or cabana, or the like constructed within the COUNTRY GREENS AT WESTCHESTER PROJECT for the use and benefit of all the Unit Owners, their guests and invitees.

Section 21. “Special Assessment” shall mean charges against one or more Owners and their Units, directly attributable to such Owner(s), equal to the cost incurred by the Association in connection with the enforcement of this Declaration against such Owner(s), including, but not limited to, the cost of maintenance, repair or replacement of the Common Properties, or any portion of a Unit for which the Association is responsible under this Declaration, rendered necessary by the intentional or negligent act or omission of such Owner(s) or his guests, lessees or invitees or family members thereof. In addition, the Board of Directors may levy a special assessment for any proper common purpose.

Section 22. “Supplemental Declaration” or “Amended Declaration” shall mean any declaration of covenants, restrictions and easements which may be recorded by Declarant for the purpose of supplementing or amending this Declaration or for the purpose of annexing portions of the Undeveloped Parcel.

Section 23. “Townhomes” shall be synonymous with “Units” and shall mean any type of residential Unit constructed upon the property subjected to this Declaration.

Section 24. “Units” shall mean those parts of the buildings which are subject to exclusive ownership and divided into a residential unit such as a villa or a zero lot line detached patio home. In Addition, the definition of “Units” shall include all of the land appurtenant to the Unit and which is owned by the Owner of the residential unit as shown on the Plat of the Property to be recorded in the Public Records of Palm Beach County.

Section 25. “Unit Owner” means the owner of a Unit.

Section 26. “Undeveloped Parcel” shall mean and refer to the real property described in Exhibit “B” hereto, which is presently an unimproved parcel of land which Declarant may but is not obligated to, develop and by annexation, subject to this Declaration. The Undeveloped Parcel is not owned by Declarant, and if annexed to this Declaration, will require a joinder to this Declaration by the Owner, if not first conveyed to Declarant.

Section 27. “Annexation” shall mean and refer to the subjecting of any portions of the Undeveloped Parcel to this Declaration.

Section 28. “Applicable Law”. The applicable law for Country Greens at Westchester Homeowners’ Association, Inc., is Section 720, Florida Statutes (the “Homeowners’ Association Act”) as amended from time to time.

The foregoing definitions shall be applicable to this Declaration and also to any Supplemental Declaration, unless otherwise expressly provided herein or therein.

ARTICLE II

OWNER’S PROPERTY RIGHTS

Section 1. OWNER’S EASEMENT OF ENJOYMENT. every owner shall have a non-exclusive, common right and easement of ingress and egress and of enjoyment in, to and over, and use of, the Common Properties which shall be appurtenant to and shall pass with title to every Unit, subject to the following:

- (a) The right of the Association to reasonably limit the number of guests or invitees of Owners using the Common Properties.
- (b) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Properties, the

Units and improvements thereof, including, but not limited to, the right and obligation of the Association to enforce all parking restrictions within the Common Properties as set forth in Section 3 of this Article II and Sections 3 and 6 of Article X hereof.

(c) The right of the Association to charge uniform and reasonable admissions and other fees for the use of the recreational facilities constructed upon the Common Properties, if desired.

(d) The right of the Association, in accordance with its Articles of Incorporation, By-Laws and this Declaration, with the vote or written assent of two-thirds (2/3) of each class of Members, to borrow money for the purpose of improving the Common Properties and facilities and in aid thereof, to mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, shall be subordinate to the use rights of Owners. Notwithstanding the above, membership approval is not required if the purpose of the loan is for insurance premiums and/or expenses related to a casualty.

(e) The right of the Association to suspend and Owner's voting rights and his or her right to use the Common Properties (except means of ingress and egress) for any period during which any Assessment against his Unit remains unpaid and delinquent, and the right for a period not to exceed thirty (30) days for any single infraction of the published rules and regulations of the Association, provided that any suspension of such voting rights or right to use the Common Properties shall be made only by the Board of Directors if the Association and Notice and Hearing.

(f) The right of the Association, after such time as the Declarant has conveyed title to any of the Common Properties to the Association, and prior thereto the right of the Declarant to dedicate, release, alienate or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed by Members. No such dedication, release, alienation or transfer shall be effective unless approved by Members entitled to cast two-thirds (2/3) of the voting power if the Class A members and by the Class B member, if any.

(g) The right of the Declarant (and its sales agents, customers and representatives) to the non-exclusive use of the Common Properties and the facilities thereof, without charge, for sales, display, access, construction, ingress, egress and exhibit purposes.

(h) The right of the Association (by action of the Board) to reconstruct, replace or refinish any Improvement or portion thereof upon the Common Properties, in accordance with the original design, finish or standard of construction of such Improvement, or of the general improvements within the Common Properties is conveyed to the Association, the foregoing shall require approval of the Declarant.

(i) The right of the Association to replace destroyed trees or other vegetation and to plant trees; shrubs and ground cover upon any portion of the Common Properties.

(j) The rights of the Unit Owners, their tenants, guest and invitees.

(k) The rights, restrictions and provisions set forth in ten Westchester Restrictions (See Article X, Section 9 below).

Anything to the contrary herein notwithstanding, no action authorized in paragraphs (a), (c), (d) or (f) above shall be taken without the prior written consent of the Declarant as long as the Declarant owns any Unit.

Section 2. DELEGATION OF USE. Any Owner may delegate, in accordance with the By-Laws, the right of enjoyment to the Common Properties and facilities to the members of his family, or to his approved tenants who reside in his Unit, subject to reasonable regulations which may be from to time imposed by the Board.

Section 3. EASEMENTS FOR VEHICULAR TRAFFIC. In addition to the general easements for use of the Common Properties reserved herein, there shall be, and Declarant hereby reserves and covenants for itself and all future Owners within the COUNTRY GREENS AT WESTCHESTER PROJECT that each and every Owner shall have a non-exclusive easement appurtenant to his Unit for vehicular traffic over all private streets within the Common Properties. All Common properties are reserved by the Declarant, its successors and assigns, for the use by any individuals or entities who may from time to time be granted the right to use same by the Declarant whether on a temporary or permanent basis.

Section 4. EASEMENTS FOR COUNTY AND PRIVATE UTILITY USE. In addition to the foregoing easements over the Common Properties, there shall be, and Declarant hereby reserves and covenants for itself and all future Owners within the COUNTRY GREENS AT WESTCHESTER PROJECT, easements for county and private and public utility services, including, but not limited to, the right of the police and fire departments to enter upon any part of the Common Properties for the purpose of enforcing the law, and the right of all utility companies to install and maintain their equipment and facilities.

Section 5. WAIVER OF USE. No Owner may exempt himself from personal liability for assessments duly levied by the Association, or release the Unit owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Properties and the facilities thereon or by abandonment of his Unit.

Section 6. TITLE TO THE COMMON PROPERTIES. The Declarant may from time to time elect to convey title to some or all of the Common Properties to the Association subject to the easements, conditions, restrictions and reservations contained herein, although nothing contained herein shall so obligate the Declarant to convey title to the Common Properties.

Section 7. ACCESS EASEMENT. Declarant reserves unto itself and its successors and assigns perpetual non-exclusive easements of ingress and egress over and across the private streets constructed on the Common Properties from time to time.

Section 8. DRAINAGE AND WATER SEWER SYSTEMS. The obligations of the Declarant to maintain the drainage systems within the COUNTRY GREENS AT WESTCHESTER PROJECT, except for such portion of said systems as lie within the boundaries of Units, are hereby specifically assumed and shall be fully performed by the Association and its successors from and after the date this Declaration is recorded; such obligations shall be satisfied in a continuous and satisfactory manner (whether or not said systems and any and all parts thereof are now or hereafter conveyed to the Association). With respect to the drainage systems, the requirements of applicable governmental authority shall be complied with and no changes may be made in the drainage systems without the prior written consent of the Declarant and such authority or its successor in function. The provisions of this Section 8 may not be amended without prior written consent of the Declarant, and with respect to those provisions relating to drainage, of said authority.

Section 9. EASEMENT FOR ACCESS TO LAKE. Declarant reserves unto itself and its successors and assigns perpetual non-exclusive easements of ingress and egress over and across the Common Properties and Units to and from any lake which abuts same.

Section 10. SAUNA. The Board of Directors shall be empowered to eliminate the sauna within the clubhouse and to substitute in its place, a storage facility or other facility, recreational or otherwise, in its place.

ARTICLE III

MEMBERSHIP IN THE ASSOCIATION

The Declarant and every Owner shall be members of the Association. Owners shall automatically become members upon receiving a deed to a Unit. Membership in

the Association shall not be assignable, except to the successor-in-interest of the Owner, and every Membership of an Owner in the Association shall be appurtenant to and may not be separated from the Unit. Ownership of such Unit shall be the sole qualification for membership of an Owner in the Association.

ARTICLE IV

VOTING RIGHTS

Section 1. CLASSES OF VOTING MEMBERSHIP. The Association shall have two (2) classes of voting members as follows:

Class A. Class A Members shall originally be all Owners with the exception of Declarant for so long as there exists a Class B Membership. Declarant shall become a Class A Member with regard to Units owned by Declarant upon termination of Declarant's Class B Membership as provided below.

Class B. The only Class B member shall be the Declarant. The Class B Member shall be entitled to one (1) vote for each Unit it owns, plus two (2) votes for each Class A vote, provided that the Class B membership shall cease and be converted to Class A membership upon the first to occur of the following events:

- (i) When the last unit expected to be built in the COUNTRY GREENS AT WESTCHESTER PROJECT is constructed and conveyed to a purchaser; or
- (ii) Thirty (30) days after the Declarant elects to terminate the Class B membership.

(Whereupon the Class A members shall assume control of the Association and elect the Board).

Section 2. VOTE DISTRIBUTION. Class A members shall be entitled to one (1) vote for each Unit in which they hold interest required for membership. When more than one person holds such interest or interests in any Unit, ("Co-Owner") all such Co-Owners shall be members and may attend any meetings of the Association, but only one such Co-Owner shall be entitled to exercise the vote to which the Unit is entitled. Such Co-Owner may from time to time designate in writing one of their number to vote. Fractional votes shall not be allowed and the vote for each Unit shall be exercised, if at all, as a Unit. Where no voting Co-Owner is designated or if such designation has been revoked, the vote for each Unit shall be exercised as the majority of the Co-Owners of the Unit mutually agree. Unless the Board receives a written objection from a Co-Owner, it shall be presumed that the appropriate voting Co-Owner is acting with the consent of his or her other Co-Owner. No vote shall be cast for any Unit where the majority of the Co-Owners cannot agree upon said vote or other action. The non-voting

Co-Owner or Co-Owners shall be jointly and severally responsible for all of the obligations imposed upon the jointly-owned and severally responsible for all of the obligations imposed upon the jointly-owned Unit and shall be entitled to all other benefits of Ownership. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established herein, or in the By-Laws of the Association, shall be binding on all Co-Owners, their successors and assigns. Said voting rights shall be subject to the restrictions and limitations provided in this Declaration, and Supplemental Declaration and in the Articles of Incorporation and By-Laws of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association.

ARTICLE V

DUTIES AND POWERS OF ASSOCIATION

The Association, acting through the Board of Directors shall also have the power and duty to:

(a) Maintain, repair and otherwise manage the Common Properties and all improvements thereon in accordance with the provisions of this Declaration. The Board of Directors shall have the authority to alter and improve the Common Properties, up to an amount of Twenty Thousand (\$20,000.00). Any alteration or improvement costing more than Twenty Thousand (\$20,000.00) Dollars shall require approval by a majority of the Owners present at a membership meeting.

(b) Maintain all private street within the Common Properties, including cleaning and periodic resurfacing.

(c) Obtain for the benefit of the Common Properties, all common metered water, sanitary sewage and electric services, and provide for all refuse collection, and cable or master television service (if any), as necessary.

(d) Grant easements, rights of way or strips of land, where necessary, for utilities and sewer facilities and other services over the Common Properties to serve the Common Properties and other portions of the COUNTRY GREENS AT WESTCHESTER PROJECT.

(e) Maintain such policy or policies of liability, extended coverage and fire insurance with respect to the Common Properties and personal property located thereon or used in connection therewith, if any, owned by the Association or the Declarant as provided herein in furthering the purposes and protecting the interests of the Association and members and as directed by this Declaration and the By-Laws of the Association.

(f) Employ or contract with a Management Company (which may be an affiliate of Declarant) to perform all or any part of the duties and responsibilities of the Association, and delegate, at the option of the Board, its power to committees, officers and employees.

(g) Install and maintain security devices, detectors and communications facilities, and employ or contract for employment of security services, guards and watchmen for the Common Properties, if desired.

(h) Take such other action which the Board shall deem advisable with respect to the COUNTRY GREENS AT WESTCHESTER PROJECT as may be permitted hereunder or under law.

(i) Maintain the exterior surfaces of the Units including, although not limited to, the walls, roofs, pipes and utility conduits when this Declaration creates the obligation of behalf of the Association and the expense thereof shall be a Common Expense to be assessed equally among all Units, unless such maintenance or repair is required as a result of the intentional or negligent act or omission of the Owner(s) of the Unit or his guests, lessees, invitees or the family members thereof in which case the expense shall be levied as a Special Assessment. When the Unit Owner fails to fulfill his/her maintenance obligation created under this Declaration relating to the maintenance of the exterior surfaces of the Units and maintenance to the Unit, the Board, after it has determined the necessity of such maintenance and has given the Unit Owner notice (except in an emergency) in accordance with the provisions of Article XV, Section 8 hereof, may perform such maintenance and the expense thereof shall be charged as a Special Assessment against such Unit Owner.

(j) Pay the insurance taxes, maintenance, repair and replacement expenses necessary in connection with the Common Properties or to the Units as the case may be.

(k) Maintain such policy or policies of hazard, flood, if applicable, fire, and extended coverage insurance with respect to the Units as provided for herein in furthering the purposes and protecting the interests of the Association and Members as directed by this Declaration and the By-Laws of the Association.

(l) Enter into cable and master antenna television bulk contract(s) to provide television service to the Units, if the Board of Directors, in the exercise of its discretion, determines that the provision of such service is necessary or desired, the cost of which shall be a Common Expense.

ARTICLE VI

COVENANT FOR ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Declarant, for each Unit now or hereafter owned by it within the COUNTRY GREENS AT WESTCHESTER PROJECT, hereby covenants, and each Owner of any such Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Association (1) annual Common Assessments for Common Expenses, (2) Capital Improvement Assessments, (3) Special Assessments, and (4) Reconstruction Assessments, all such assessments to be imposed and collected as hereinafter provided. The obligation of Units for their respective assessments shall commence when the title to the Unit is sold and conveyed to the Unit Owner.

Such assessments, together with interest, costs and reasonable attorneys' fees for the collection thereof, shall be a charge on the Unit and shall be a continuing lien upon the Unit against which such assessment is made. Each such Assessment, together with interest, costs and reasonable attorneys' fees shall also be the personal obligation of the person who was the Owner of such property at the time when the Assessment fell due. Subject to the provisions of this Declaration protecting First Mortgagees, the personal obligation for delinquent Assessments shall pass to the successors-in-title to such Owner. The Board of Directors shall deposit all monies collected in one or more accounts as it shall elect.

Section 2. COMMON ASSESSMENTS. The Assessments levied by the Association shall be used exclusively to promote, in the opinion of the Board, the common health, safety, benefit, recreation, welfare and aesthetics of the Owners and to improve and maintain the Common Properties and Unit Property as provided herein. Disbursements shall be made by the Board of Directors for such purposes as are deemed necessary for the discharge of its responsibilities herein for the common benefit of the Owners and to reimburse the Declarant for start-up expenses advanced by Declarant. All Common Assessments shall be collected monthly, provided that if not paid when due, all such monthly installments may be accelerated and shall thereupon be due in one lump sum. All Common Expenses shall be assessed exclusively among the Units which are subject to Assessment pursuant to Article VI, Section 1 hereof.

Section 3. SPECIAL ASSESSMENTS. Any maintenance, repair or replacement within the Common Properties, or any portion of a Unit for which the Association is responsible or may perform under this Declaration, arising out of or caused by the willful or negligent act or omission of any Owner, his family, guests, lessees or invitees, shall be effected at said Owner's expense and a Special Assessment therefor shall be made against his Unit, unless proceeds of insurance are collected by the Association with respect thereto. The Association may, in addition, levy Special Assessments against selected Owners who have caused the Association to incur special

expenses due to willful or negligent acts of said Owners, their guests or agents, or otherwise.

Section 4. CAPITAL IMPROVEMENT AND RECONSTRUCTION ASSESMENTS. In addition to the common assessments authorized above, the board of directors of the association may levy, in any assessment year, a Capital Improvement Assessment or Reconstruction Assessment applicable to that year only for the purpose of defraying, in whole or part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, or other such addition, upon the Common Properties, including fixtures and personal property related thereto; provided that any such Assessment in excess of Five Thousand Dollars (\$5,000.00) shall require the vote or written assent of a majority of the votes of members who are subject to such assessments. No action authorized in this Section 4 shall be taken without prior written consent of the Declarant as long as the Declarant owns any Unit.

Section 5. NOTICE FOR ANY ACTION AUTHORIZED UNDER SECTION 4. Written notice of any meeting called for the purpose of taking any action by the members authorized under Section 4 above shall be sent to all members not less than ten (10) days, nor more than thirty (30) days, in advance of the meeting. If the required quorum is not present, such meeting may be rescheduled subject to the same notice requirement. No such subsequent meeting shall be held more than sixty (60) days following the preceding scheduled meeting.

Section 6. RATE OF ASSESSMENT. Common Assessments, Capital Improvement Assessments and Reconstruction Assessments provided for in this Article VI shall be allocated and assessed at a uniform rate for all Units except as set forth in Section 11 of this Article VI.

Section 7. DATE OF COMMENCEMENT OF ASSOCIATION'S OBLIGATION FOR COLLECTING COMMON ASSESSMENTS. The obligation of the Association to collect the Common Assessments applicable to each portion of the COUNTRY GREENS AT WESTCHESTER PROJECT intended to be Common Properties and/or the Units shall commence on the day of the closing of the first Unit to be conveyed by Declarant to a Unit Owner other than the Declarant. The pro rata portion for the month of closing shall be collected by the Declarant.

Section 8. DATE OF COMMENCEMENT OF COMMON ASSESSMENTS; DUE DATE. The first annual Common Assessment shall be adjusted according to the number of months remaining in the fiscal year as set forth in the By-Laws. The Board of Directors shall fix the amount of the annual Common Assessment against each Unit subject to the Assessment period. Written notice of any change in the amount of the annual Common Assessment shall be sent to every Owner subject thereto at least thirty (30) days prior to the effective date of such change. The due dates shall be established by the Board of Directors.

Section 9. CERTIFICATE OF THE ASSOCIATION AS TO THE STATUS OF ASSESSMENTS. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association setting forth whether the Assessments on a specific Unit have been paid. A properly executed certificate of the Association as to the status of the Assessments against Unit is binding upon the Association as of the date of its issuance.

Section 10. ANNUAL BALANCE SHEET PREPARED BY BOARD OF DIRECTORS. The Board of Directors shall cause to be prepared an annual balance sheet and operating statement reflecting income and expenditures of the Association for each fiscal year, and shall cause to be distributed a copy of each such statement to each member, and each First Mortgagee who has filed a written request for copies of the same with the Board of Directors, in the manner provided in the By-Laws of the Association. At least thirty (30) days prior to the beginning of each fiscal year, the Board of Directors shall prepare and distribute to the membership of the Association a written estimate (budget) of the expenses to be incurred by the Association during such year in performing its functions under this Declaration (which may, but need not include reasonable provision for contingences and reserves).

Section 11. LIABILITY OF DECLARANT. Anything to the contrary herein notwithstanding, the Declarant shall not be liable for any Assessments imposed upon Units for which it is the Owner as long as the Declarant pays all deficits in operation of the Association above the Assessments collectible from other Owners of Units. In calculating such deficit, only actual current expenses (other than management fees, capital expenses and reserves) shall be included, and the Declarant shall not be liable for funding reserves for Units it owns. Declarant may at any time and from time to time be relieved of obligations to fund deficits by electing, for any Assessment period or periods, to pay Assessments imposed on Units for which it is the Owner, except no Assessments shall be due from Declarant for any Unit until a certificate of occupancy is issued therefor.

ARTICLE VII

EFFECT OF NON-PAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION

Section 1. EFFECT OF NON-PAYMENTS OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION. A lien is hereby imposed on each Unit to secure the payment of all Assessments now or hereafter imposed in the Unit by the Association. Any installment of a Common Assessment, Capital Improvement Assessment, Special Assessment or Reconstruction Assessment not paid within ten (10) days after the due date shall bear interest from the due date of such installment at the highest lawful rate then applicable. If any installment of an Assessment is not paid within thirty (30) days after it is due, the Owner responsible therefor may be required by the Board of Directors to pay a late charge up to the maximum amount permitted by law. The Association may bring an action at law against the Owner(s) personally obligated to pay the same, or foreclose a

lien against the Unit or both. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Properties or abandonment of his Unit. If any installment of a Common Assessment is not paid within thirty (30) days after its due date, the board may mail an acceleration notice to the Owner and to each first Mortgagee holding a mortgage encumbering the Unit which has requested a copy of notice, The notice shall specify (1) the fact that the installment is delinquent, (2) the action required to cure the default, (3) a date, not less than thirty (30) days from the date the notice is mailed to the Owner, by which such a default must be cured, (4) that failure to secure the default on or before the date specified in the notice shall result in acceleration of the balance of the installments of the Common Assessments for the then current fiscal year, and (5) that the Association may foreclose a lien against the Unit for all sums then due and owing to the Association in accordance with the provisions of this Declaration. The notice shall further inform the Owner of his right to cure after acceleration and to bring a court action to assert the non-existence if a default or any other defense of the Owner to acceleration and sale. If the delinquent installments of Common Assessments and any charges thereon are not paid in full on or before the date specified in the notice, the Board, at its option, may declare all of the unpaid balance of all applicable Assessments to be immediately due and payable without further demand and may enforce the collection of the full Assessments and charges thereon in any manner authorized by law and this Declaration, by Lien Foreclosure in the manner provided for herein or otherwise.

Section 2. CLAIM OF LIEN. No claim of lien shall be valid, enforceable, or subject to foreclosure unless and until the notice, as provided for in Section 1 above, has been given to the Unit Owner and until at least thirty (30) days have expired following the recording of a claim of lien in the Public Records of Palm Beach County, Florida, against any delinquent Owner's unit.

Section 3. COLLECTION EXPENSE. The Association's lien rights shall include interest on the unpaid Assessment at the highest lawful rate, plus reasonable attorneys fees and expenses collection.

Section 4. FORECLOSURE SALE. The Assessment lien set forth herein may be foreclosed in the same manner as mortgages are foreclosed under Florida law. The Association, through duly authorized agents, shall have the power to bid in the Unit at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

Section 5. CURING OF DEFAULT. Upon timely curing of any default for which a claim of lien was filed by the Association, an officer thereof shall record an appropriate release of lien upon payment by the defaulting Owner of a fee to cover the cost of preparing and recording such release.

Section 6. CERTIFICATE ISSUED BY BOARD OF MANAGEMENT COMPANY AS TO A LIEN INDEBTEDNESS UPON A UNIT. A certificate executed and acknowledged by any two (2) members of the Board or by the Management Company stating the indebtedness secured by the lien upon any Unit created hereunder shall be conclusive

upon the Association and the Owners as to the amount of such indebtedness as of the date of the certificate with respect to all persons who rely thereon in good faith. Such certificate shall be furnished to any Owner upon request at a reasonable fee, not to exceed Ten Dollars (\$10.00).

Section 7. CUMULATIVE REMEDIES. The assessment liens and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and under law, including a suit to recover money judgment for unpaid Assessment as above provided.

Section 8. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the Assessments provided for herein shall be a lien superior to all other liens save and except tax liens and the liens of any Institutional First Mortgagee subject only to tax liens, and secure indebtedness which are amortized in monthly or quarter-annual payments over a period of not less than ten (10) years. The sale or transfer of any Unit shall not affect the Assessment lien. However, the sale or transfer of any Unit pursuant to foreclosure of such mortgage or deed in lieu thereof (if such mortgage was recorded prior to the recording of a Claim of Lien) shall extinguish the lien of such Assessments as to installments which become due prior to such sale or transfer. However, no sale or transfer shall relieve Unit from liability for any installments of Assessments thereafter becoming due from the lien thereof and provided that all amounts are not collected by reason of such foreclosure or deed in lieu thereof shall be deemed a Common Assessment and shall be collectible as such from all Units, including the Unit which is the subject of the foreclosure or deed in lieu thereof.

ARTICLE VIII

ARCHITECTURAL CONTROL

Section 1. MEMBERS OF COMMITTEE. The Architectural Committee, sometimes referred to in this Declaration as the "Committee" shall consist of three (3) members. The initial members of the Committee shall consist of persons designated by the Declarant. Each of said persons shall hold office until all Units planned for the COUNTRY GREENS AT WESTCHESTER PROJECT have been constructed and conveyed, or sooner at the option of the Declarant. Thereafter, each new member of the Committee shall be appointed by the Declarant if it owns any Units, and if not by the Board of Directors; each member shall hold office until the latest of (a) such time as he has resigned or has been removed, or (b) one (1) year has elapsed since he took office, or (c) until his successor has been appointed, as provided herein. Each Member of the Committee may be removed at any time without cause by the party who appointed the Member.

Section 2. REVIEW OF PROPOSED CONSTRUCTION. Subject to Article X, Section 8 of this Declaration, no building, fence, wall or other structure or improvement (including landscaping) shall be commenced, painted, erected or maintained in the

COUNTRY GREENS AT WESTCHESTER PROJECT, nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roofs of residential buildings, until the plans and specifications showing the nature, kind, shape, height materials and location of the same shall be submitted to, and approved in writing by, the Architectural Committee whose approval must then be approved by the Association. The Committee shall approve proposals or plans and specifications submitted for its approval on if (i) it deems the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of the COUNTRY GREENS AT WESTCHESTER PROJECT as a whole, (ii) the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable, and (iii) the Unit Owner requesting the approval agrees to pay all costs incidental thereto. The Committee may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Committee may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. All of the foregoing to be from time to time subject to review and approval by the Association. Until receipt by the Committee of any required plans and specifications, the Committee may postpone review of any plans submitted for approval. The Committee shall have thirty (30) days after delivery of all required materials to approve or reject any such plans. If a decision is not rendered within thirty (30) days, the request shall be deemed to be rejected. The Committee's decision shall then either be approved or rejected at the next scheduled meeting of the Association. Notwithstanding any provision in this Article VIII to the contrary, the approval of the Architectural Committee shall not be required for any additions, changes or alterations to the Unit which such additions, changes or alterations are not visible from the outside of the Unit.

All changes and alterations shall be subject independently to all applicable government laws, statutes, ordinances, rules, regulations, orders and decrees.

Section 3. MEETING OF THE COMMITTEE. The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may, from time to time, by resolution unanimously adopted in writing, designate a Committee representative (who may, but need not be one of its members) to take any action or perform any duties for and on behalf of the Committee, except granting of variances pursuant to Section 8 hereof. In the absence of such designation, the vote of any two (2) members of the Committee shall constitute an act of the Committee.

Section 4. NO WAIVER OF FUTURE APPROVALS. The approval of the committee of any proposals of plans and specifications or drawings for any work done or proposed, or in connections with any other matter requiring the approval and consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications,

drawings or matters whatever subsequently or additionally submitted for approval or consent.

Section 5. **COMPENSATION OF MEMBERS.** The members of the committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

Section 6. **INSPECTION OF WORK.** Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon the completion of any work for which approval plans are required under this Article VIII, the applicant (“the Applicant”) for such approval shall give written notice of completion to the Committee .

(b) Within ten (10) day thereafter, the Committee or its duly authorized representative may inspect such improvement. If the Committee finds that such work was not effected in substantial compliance with the approved plans, it shall notify the Applicant in writing of such noncompliance within such ten (10) day period, specifying the particulars of noncompliance, and shall require the Applicant to remedy the same. If the Committee or its duly authorized representative request additional time, the 10-day period provided for herein shall be extended for a reasonable period.

(c) If, upon the expiration of thirty (30) days from the date of such notification, the applicant shall have failed to remedy such noncompliance, the Committee shall notify the Board in writing of such failure. Upon Notice and Hearing, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If the applicant does not comply with the Board ruling within such period, the Board, at its option, may either remove the noncomplying improvement or remedy the noncompliance, and the Applicant shall reimburse the Association, upon demand, for all expenses incurred in connection therewith together with interest thereon at the highest rate permitted by law from the date such expenses are paid through the date the Association is repaid. If such expenses are not promptly repaid by the Applicant to the Association, the Board shall levy a Special Assessment against such Applicant for reimbursement.

(d) If for any reason the Committee fails to notify the Applicant of any noncompliance within ten (10) days after receipt of said written notice of completion from the Applicant, the improvement shall be deemed to be in accordance with said approved plans.

(e) All decisions of the Committee regarding this Section 6 shall also be subject to approval by the Association.

Section 7. NON-LIABILITY OF COMMITTEE MEMBERS. Neither the Association nor the Committee nor any member thereof, nor its duly authorized Committee representative, shall be liable to the Association, or to any Owner or other person or entity for loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder, unless due to the misconduct or bad faith of a member, and only that member shall have any liability. The Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and the COUNTRY GREENS AT WESTCHESTER PROJECT. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval on any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

Section 8. VARIANCE. The Committee may authorize variances from compliance with any of the architectural provisions from time to time in existence as a result of this Declaration or any Supplemental Declaration, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require. Such variance must be evidenced in writing which must be signed by at least two (2) members of the Committee. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions if this Declaration or any Supplemental Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the premises, including but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority. Any variance granted, or not granted, shall be subject to the approval of, and any decision concerning same, shall not be binding until approved by the Association.

ARTICLE IX

MAINTENANCE AND REPAIR OBLIGATIONS

Section 1. MAINTENANCE AND OBLIGATION OF OWNERS. Subject to the duty of the Association to provide for maintenance as provided for in this Declaration, it shall be the duty of each Unit Owner in the COUNTRY GREENS AT WESTCHESTER PROJECT, at his sole cost and expense, subject to the provisions of this Declaration regarding Architectural Committee approval, to maintain, repair, replace and restore the Units as may be subject to their respective control or jurisdiction in a neat, sanitary and attractive condition. In the event that any portion of the Units and/or buildings falls into disrepair or is not so maintained so as to thereby create a dangerous, unsafe,

unsightly or unattractive condition, or to otherwise violate this Declaration, the Architectural Committee or the Association shall have the right, but not the duty, upon fifteen (15) days prior written notice except in cases of emergency, in which event the aforesaid notice shall be dispensed with, to correct such condition and to enter upon such work, and the cost thereof shall be charged to the appropriate Unit Owner. Said cost shall be a Special Assessment and shall create a lien upon all of the affected Units enforceable in the same manner as other Assessments as set forth in this Declaration. The Owners of such Units shall pay promptly all amounts due for such work, and the costs and expenses of collection may be added, at the option of the Board of Directors, to the amounts payable by each such Unit Owner as Common Assessments. In the event the Association does not elect to perform such maintenance, Unit Owners shall also be obligated to maintain their yards and lawns in a neat and clean fashion, and in the event they fail to do so, the Committee or the Association may do so, upon ten (10) days prior notice to the Unit Owner; any amount expended by the Association or Committee in such yard maintenance shall be a Special Assessment to be levied against the negligent Unit Owner and his Unit.

Section 2. MAINTENANCE OBLIGATIONS OF THE ASSOCIATION. Subject to the provisions of Section 1 of this Article, the Association shall maintain, or provide for the maintenance of, all of the Common Properties and all improvements thereon, including recreational facilities, commonly metered utilities, the interior and exterior of the recreation building (only if such facilities have not been maintained by the Association responsible therefor under the other restrictions), and any and all utility facilities and buildings on the Common Properties. In addition, the Association shall provide all necessary landscaping and gardening to properly maintain and periodically replace when necessary the trees, plants, grass and other vegetation which are on the Common Properties. The Association shall further maintain, reconstruct, replace and refinish any paved surface on the Common Properties. In addition, subject to the provisions of Article VI, Section 3 hereof, the Association shall maintain the roofs on the Units and shall be responsible for the painting of all exterior surfaces excluding doors and windows and the expense thereof shall be a Common Expense to be assessed among all Units unless such maintenance or repair is required as a result of the intentional or negligent act or omission of the Owner(s) of the Unit or his guests, lessees, invitees or the family members thereof in which case the expense shall be assessed as a Special Assessment. The Association's obligations contained herein shall not be construed to extend to replacing doors, windows, or any pipes located exclusively within a Unit. All of the foregoing obligations of the Association shall be discharged when and in such a manner as the Board of Directors of the Association shall determine in its judgment to be appropriate.

Section 3. EXTERIOR APPEARANCE AND DESIGN. The Owner of any building or Unit which has suffered damage shall apply through the Association thereof for approval to the Architectural Committee for reconstruction, rebuilding or repair of the improvements therein. Application for such approval shall be made in writing, together with full and complete plans and specifications, working drawings and elevations showing the proposed reconstruction and the end result thereof. The

Architectural Committee shall grant such approval only if upon completion work, the exterior appearance and design will be substantially like that which existed prior to the date of the damage. Failure of the Architectural Committee to act within thirty (30) days after receipt of such request in writing together with the drawings and plot plans showing the full and complete nature of the proposed changes shall constitute approval thereof. If the obligation for repairs falls upon the Association, Architectural Committee approval will not be required prior to the commencement of such work.

Section 4. TIME LIMITATION. The Owner or Owners of any damaged building or Unit, the Association and the Architectural Committee shall be obligated to proceed with all due diligence hereunder, and the responsible party shall commence reconstruction within three (3) months after the damage occurs and complete reconstruction within one (1) year after damage occurs, unless prevented by causes beyond their reasonable control.

Section 5. DECLARANT EXEMPTION. Declarant shall be exempt from the provisions of Sections 3 and 4 hereof.

ARTICLE X

USE RESTRICTIONS

All real property comprising the COUNTRY GREENS AT WESTCHESTER PROJECT shall be held, used and enjoyed subject to the following limitations and restrictions, subject to the exemption of Declarant in Section 10 hereof.

Section 1. NUISANCES. No noxious or offensive activity shall be carried on in any buildings, improvements, Unit Property or Common Properties located in the COUNTRY GREENS AT WESTCHESTER PROJECT, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner. No loud noises or noxious odors shall be permitted in any such buildings, improvements, Unit Property or on the Common Properties, and the Board of Directors shall have the right to determine in accordance with the By-Laws if any noise, odor or activity constitutes a nuisance. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or any items which may unreasonably interfere with television or radio reception of any Owner shall be located, used or placed on any portion of such buildings, improvements, Unit Property or Common Properties, or be exposed to the view of other Owners, without the prior written approval of the Architectural Committee.

Section 2. SIGNS. No signs, posters, displays, billboards, or other advertising devices of any kind shall be displayed to the public view on any portion of the Unit, the building within which the Unit is located, and/or the Common Properties.

Notwithstanding the foregoing, the Declarant, its successors or assigns, any advertise during construction, sale, and leasing period by use of such signs, and advertising devices as the Declarant may deem appropriate.

Section 3. PARKING AND VEHICULAR RESTRICTIONS. Parking the COUNTRY GREENS AT WESTCHESTER PROJECT shall be restricted to the parking areas appurtenant to each Unit or where designated on the Plat and in no other place. No Owner shall park, store, or keep on any portion of the COUNTRY GREENS AT WESTCHESTER PROJECT any vehicle used for any commercial purposes (for example, dump trucks, cement mixer trucks, oil or gas trucks, delivery or pick-up trucks or vans or any other vehicle used commercially), and same shall be deemed to constitute a nuisance if this provision is violated. In addition, no motorcycles, campers, motor homes, recreational vehicles of any sort, or boats shall be permitted within the COUNTRY GREENS AT WESTCHESTER PROJECT, unless they are housed in a garage and the garage door is kept in a closed position. The violation of this provision is also deemed to constitute a nuisance. This prohibition is not intended to exclude vehicles commonly known as vans which are used for non-commercial purposes.

Section 4. ANIMAL RESTRICTION. No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept on the COUNTRY GREENS AT WESTCHESTER PROJECT. No dog, cat or other pet may run loose (unleashed) on the COUNTRY GREENS AT WESTCHESTER PROJECT, and such pets may be walked only in the yard appurtenant to each townhome and not on the Common Properties unless the Board appropriates a portion of the same for this purpose in the future. All owners of pets shall be responsible for cleaning up any excretions of their pets. Pets shall be limited to one (1) pet per Unit, and such pet shall not weigh more than twenty-five (25) pounds.

Section 5. TRASH. No rubbish, trash, garbage or other waste material shall be kept or permitted on the COUNTRY GREENS AT WESTCHESTER PROJECT except in sealed bags placed in any dumpsters which may have been placed in selected portions of the common areas for that purpose, and if no such dumpsters exist then only on the mornings of the scheduled days for trash pickup, trash may be placed in containers placed in front of each respective Owner's Unit or in plastic bags, and no odor shall be permitted to arise therefrom so as to render the COUNTRY GREENS AT WESTCHESTER PROJECT or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No clothing or household fabrics shall be hung, dried or aired, and no lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the COUNTRY GREENS AT WESTCHESTER PROJECT, except within an enclosed structure appropriately screened from view. In the event there are no trash dumpsters in the common areas, trash containers and plastic bags containing trash shall be permitted to be placed on the front of any lot abutting the Common Properties or the streets only on the scheduled day for trash removal and same must be removed on that same day and placed on the Unit Owner's property hidden from view from the Common Areas.

Section 6. TEMPORARY BUILDING; FURTHER PARKING LIMITATIONS. No outbuilding, basement, tent, shack, shed or other temporary buildings or improvement of any kind shall be placed upon any portion of the COUNTRY GREENS AT WESTCHESTER PROJECT, either temporarily or permanently. No trailer, camper, motor home, or recreational vehicle or boat shall be used as a residence, either temporarily or permanently. None of the foregoing shall be allowed to be parked in the COUNTRY GREENS AT WESTCHESTER PROJECT.

Section 7. OUTSIDE INSTALLATIONS. No radio station or shortwave operations of any kind shall operate from any Unit or from the Common Properties. No external radio or antenna, television antenna or other antenna of any type shall be erected or maintained in the buildings or elsewhere on the COUNTRY GREENS AT WESTCHESTER PROJECT, except that a master antenna or antennae, or cable television antenna or antennae, may be provided for the use of Owners, and Declarant may grant and hereby reserves easements for such purposes.

Section 8. INSURANCE RATES. Nothing shall be done or kept in the Common Properties or Units which will increase the rate of insurance on any property insured by the Association without the approval of the Board, nor shall anything be done or kept within the buildings, or Unit Property or on the Common Properties which would result in the cancellation of insurance on any property insured by the Association or which would be in violation of any law.

Section 9. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WESTCHESTER. The COUNTRY GREENS AT WESTCHESTER PROJECT is located within an area encumbered by that certain Declaration of Covenants and Restrictions of Westchester (the "Westchester Restrictions"). Notwithstanding anything contained herein, the provisions of the Westchester Restrictions and the By-Laws which govern the Association which administers same shall supersede and control this Declaration. Any conflicts between the two shall be resolved in favor of the Westchester Restrictions which are recorded in Official Records Book 3996, page 300, of the Public Records of Palm Beach County, Florida. The Westchester Restrictions require the Association on behalf of each Unit Owner to be responsible for certain expenses which are reflected (based on information available to the Declarant) in the budget for COUNTRY GREENS AT WESTCHESTER. The Westchester Restrictions provide for lien rights should said expenses not be paid. Nothing contained herein is intended to obligate the Declarant to construct any facilities referred to herein or to constitute a representation that they will be constructed.

Section 10. AGE OF RESIDENTS. The COUNTRY GREENS AT WESTCHESTER PROJECT is an adult community and all permanent residents of the Project must be at least 19 years of age; notwithstanding the above, children under the age of 19 shall be permitted to visit the Owners of Units provided that no Owner of a Unit may have children under age of 19 visit him or her for more than a total of forty-five (45) days in any calendar year.

Section 11. COMPLIANCE WITH FAIR HOUSING ACT. The purpose of this section is to authorize this HOA to provide housing primarily intended and operated for occupancy by at least one person 55 years of age or older per unit, as required by the Fair Housing Amendments Act of 1988 (“Act”).

Notwithstanding anything stated to the contrary in this Declaration, Bylaws, Articles of Incorporation, or Rules and Regulations, following the sale, lease, gift, devise or other transfer of a unit, the unit shall not be occupied unless at least one occupant of the unit is 55 years of age or older. The Association Board of Directors shall have authority to enact rules and procedures to implement the provision of this Section, and for verifying the age of occupants by reliable surveys and affidavits.

Notwithstanding anything stated to the contrary in this Article, when a unit owner becomes an owner by inheritance or devise or where a unit owner dies and the owner’s surviving spouse who is under age 55 becomes the sole occupant of the unit, said owners may occupy their units, even though this means that the sole occupant of the unit is under age 55, during any period of time in which more than 80% of the occupied units newly occupied after September 13, 1988, are occupied by one or more individuals 55 years of age or older; provided, however, that this provision does not allow for the occupancy of persons under the age of 19, as specified, in Section 10 above.

ARTICLE XI

DAMAGE OR DESTRUCTION TO COMMON PROPERTIES OR UNITS

Damage to or destruction of all or any portion of the Common Properties or Units shall be handled in the following manner, notwithstanding any provision in this Declaration to the contrary:

(a) In the event of damage to or destruction of the Common Properties or Units, if the insurance proceeds are sufficient to effect total restoration, then the Association shall cause such Common Properties or Units to be repaired and reconstructed substantially as it previously existed.

(b) If the insurance proceeds are within Twenty Thousand Dollars (\$20,000.00) or less of being sufficient to effect total restoration to the Common Properties or Units (per Unit), then the Association shall cause such Common Properties it Units to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Reconstruction Assessment equally against each of the Owners, in accordance with the provisions of Article VI, Section4 of this Declaration. Except when such damage occurs to any Units and the actual cost shall be equitably allocated among the damaged Units.

(c) If the insurance proceeds are insufficient by more than Twenty Thousand Dollars (\$20,000.00) to effect total restoration to the Common Properties, then by written consent or vote of a majority of the Owners, they shall determine whether (1) to rebuild and restore the Common Properties in substantially the same manner as they existed prior to damage and to raise the necessary funds over the insurance proceeds by levying Reconstruction Assessments against all Units, (2) to rebuild and restore in a way which is less expensive than replacing these improvements in substantially the same manner as they existed prior to being damaged, or (3) subject to the approval as provided for in Article VI, Section 4, to not rebuild and to retain the available insurance proceeds. Anything to the contrary herein notwithstanding, no decision not to rebuild or to rebuild in a manner which would result in a change in the improvements shall be effective without the written approval of the Declarant as long as the Declarant owns any Units.

(d) If the insurance proceeds are insufficient by more than Twenty Thousand Dollars (\$20,000.00) to affect total restoration to any Unit, then by written consent or vote of any of the Unit Owners involved (whose Units have been damaged) by an amount in excess of Twenty Thousand Dollars (\$20,000.00) they shall determine whether (1) to rebuild and restore their Unit in substantially the same manner as existed prior to damage and to raise the necessary funds over the insurance proceeds, (2) to rebuild and restore in a way which is less expensive than replacing their Units in substantially the same manner as existed prior to being damaged (subject to the provisions of Article VIII), or (3) to not rebuild and to retain the available insurance proceeds less any sums necessary to adequately protect and unaffected and undamaged Unit located in a building adjacent to an affected or damaged Unit. Any decision made hereunder shall require the consent of any Unit Owner's Mortgagee, if applicable.

(e) Each Owner shall be liable to the Association for any damage to the Common Properties not fully covered by collected insurance which may be sustained by reason of the negligence or willful misconduct of said Owner or of his family, tenants, guests and invitees, both minor and adult. Notwithstanding the foregoing, the Association reserves the right to charge such Owner a Special Assessment equal to the increase, if any, in the insurance premium directly attributable to the damage caused by such Owner. The cost of correcting such damage shall be a Special Assessment against the Unit and may be collected as provided herein for the collection of Assessments.'

ARTICLE XII

INSURANCE/Common Properties and Units

Section 1. COMMON PROPERTIES. The Association shall keep all buildings and Units, other improvements and fixtures located on the Common Properties insured against loss or damage by fire or other casualty for the full insurable replacement value thereof (with reasonable deductibles), and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property, whether real or personal, owned by the

Association, against loss or damages by fire and such other hazards as the Association, may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Properties shall be written in the name of, and the proceeds thereof shall be payable to, the Association. The insurance coverage with respect to the Units shall be written in the names of the Unit Owners and reflect the existence of their Mortgagees if applicable. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are Common Expenses included in the Common Assessments made by the Association.

Section 2. REPLACEMENT OR REPAIR OF PROPERTY. In the event of damage to or destruction of any part of the Common Properties, the Association shall repair or replace the same from the insurance proceeds available, subject to the provisions of Article XI of this Declaration.

Section 3. WAIVER OF SUBROGATION. As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Owners, the Management Company, Declarant, and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

Section 4. LIABILITY AND OTHER INSURANCE. The Association shall have the power to and shall obtain comprehensive public liability insurance, including medical payment and malicious mischief, in such limits as it shall deem desirable, insuring against liability for bodily injury, death and property damage arising from the activities of the Association and its members, or with respect to property under its jurisdiction. The Association may also obtain Worker's Compensation insurance and other liability insurance as it may deem desirable, insuring each Unit Owner and the Association, Board of Directors and Management Company, from liability in connection with the Common Properties, the premiums for which shall be Common Expenses and included in the Common Assessments made against the Unit Owners. All insurance policies shall be reviewed at least annually by the Board of Directors and the limits increased in its discretion. The Board may also obtain such errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems advisable, insuring the Board and the Management Company against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their membership on the Board or any committee thereof.

Section 5. UNIT OWNER'S INSURANCE. EACH UNIT OWNER SHALL BE OBLIGATED TO MAINTAIN INSURANCE ON ANY IMPROVEMENTS IN HIS UNIT AS WELL AS LIABILITY INSURANCE AND INSURANCE INSURING HIS PERSONAL PROPERTY. THE ASSOCIATION MAY REQUIRE THAT UNIT OWNERS DEPOSIT COPIES OF THE INSURANCE POLICIES IN THE ASSOCIATION OFFICES.

(ARTICLE XIII DELETED BY AMENDMENT)

ARTICLE XIV

ENCROACHMENTS; EASEMENTS

Section 1. ENCROACHMENTS. If (a) any portion of the Common Properties encroaches upon any other portion of the COUNTRY GREENS AT WESTCHESTER PROJECT; (b) and other portion of the COUNTRY GREENS AT WESTCHESTER PROJECT encroaches upon the Common Properties; or (c) and encroachment shall hereafter occur as the result of (i) construction of any building or other improvement, including but not limited to any roof overhang; (ii) settling or shifting of a building or other improvement; (iii) any alteration or repair to the Common Properties or any other portion of the COUNTRY GREENS AT WESTCHESTER PROJECT; any repair or restoration of any building or other improvement or any of the Common Properties after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any building, improvement or portion of the Common Properties, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the structure causing said encroachment shall stand.

Section 2. PIPES, WIRES, DUCTS, CABLES, CONDUITS, PUBLIC UTILITY LINES, ETC. The Owner of each Unit within the COUNTRY GREENS AT WESTCHESTER PROJECT subject to this Declaration or any amendment thereto shall have an easement in common with all other Owners of Units in that particular portion of the COUNTRY GREENS AT WESTCHESTER PROJECT to use, maintain, repair, alter and replace all pipes, wires, ducts, vents, cable, conduits, utility lines, and similar facilities in such portion. The Owners of Units in all other portions thereof to use, maintain repair, alter and replace the pipes, wires, ducts, vents, cables, conduits, utility lines and other similar or related facilities located in such portion of the COUNTRY GREENS AT WESTCHESTER PROJECT and serving other portions thereof.

Section 3. EASEMENTS OF SUPPORT. Whenever any structure including in the Common Properties adjoins any structure including in any other portion of the COUNTRY GREENS AT WESTCHESTER PROJECT, each said structure shall have and be subject to an easement of support and necessity in favor of the other structure.

Section 4. CONSTRUCTION AND SALES. The declarant (and its agents, employees, contractors, subcontractors and suppliers) shall have an easement of ingress and egress over and across the Common Properties to construct, erect, maintain, repair and replace, from time to time, one or more signs on the Common Properties for the purposes of advertising the sale or lease of Units.

ARTICLE XV

GENERAL PROVISIONS

Section 1. ENFORCEMENT. This Declaration, Articles of Incorporation and the By-Laws may be enforced by the Association as follows:

(a) Breach of any of the covenants contained in the Declaration or the By-Laws and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceeding by the Declarant, the Association or the successor-in-interest of the Association. Any judgment rendered in any action or proceeding pursuant hereto shall include a sum of attorneys fees, in such amount as the court may deem reasonable, as well as the amount of any delinquent payment, interest thereon, costs of collection and court costs. In addition, in the event the Association incurs any attorney fees as a result of an owner violating the governing documents, the responsible owner shall be obligated to pay the attorney fees incurred by the Association, regardless of whether a lawsuit or other legal proceeding has been filed. If not paid, the attorney fees shall be deemed an assessment against the owner and collectible in the same manner as an assessment.

(b) The result of every act or omission whereby any of the covenants contained in this Declaration or the By-Laws are violated in whole or in part is hereby declared to be and shall constitute a nuisance, and every remedy allowed hereunder the by law or equity with respect to nuisances either public or private shall be applicable and may be exercised by the Declarant or the Association or their successors-in-interest.

(c) The remedies herein provided for breach of the Covenants contained in this Declaration or in the By-Laws shall be deemed cumulative, and none of such remedies shall ne deemed exclusive.

(d) The failure of the Association to enforce any of the covenants contained in this Declaration or in the By-Laws shall not constitute a waiver of the right to enforce the same thereafter.

(e) A breach of the covenants, conditions or restrictions contained in this Declaration or in the By-Laws shall not affect or impair the lien or charge of any mortgage given in good faith and for value on any Unit; provided, however, that any subsequent owners of such Unit shall be bound by said covenants, whether such owner's title was acquired by foreclosure sale or otherwise.

Section 2. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. TERM. Subject to the amendment provisions of Section 5 hereof, the covenants and restrictions of this Declaration shall run with and bind the properties covered hereby, and shall inure to the benefit of and be enforceable by the Association, the Declarant, Palm Beach County and their respective successors and assigns, for a term of forty (40) years from the date of this Declaration is recorded, after which time said covenants, conditions, easements, reservations of easement, equitable servitudes and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument, approved by the then Owners of eighty (80%) percent of the Units and their mortgagees and the County of Palm Beach, has been recorded revoking said covenants. PROVISIO: If at any time during the term of this agreement, the Common Properties are not properly maintained, Palm Beach County can compel a conveyance of the title to same by the Association.

Section 4. INTERPRETATION. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a community and for the maintenance of a community facilities and Common Properties. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter genders shall each include the other.

Section 5. AMENDMENTS. This Declaration may be amended by the Association (1) by the affirmative vote or written consent of the Owners hold not less than sixty-six and two-thirds (66-2/3%) percent of eh voting power of the Class A membership and the affirmative vote of the Class B member (so ling as the Class B membership exists); or (2) by the affirmative vote of the Class B member alone; provided, however, that no amendment shall be permitted which has a material adverse affect upon substantial rights of the Declarant or a First Mortgagee, as appropriate unless the Declarant or Mortgagee, as the case may be, joins in such Amendment. Nothing contained herein shall affect right of the Declarant to make such amendments or Supplemental Declarations as may otherwise be permitted herein. No amendments may be made to the provisions hereof relating to the maintenance of drainage systems without written consent of the South Florida Water Management District. No amendment or revocation shall be valid which affects maintenance and/or maintenance lien provisions of this Agreement without same first receiving the prior written consent of the County of Palm Beach. This Section 5 may not be amended.

Section 6. NO PUBLIC RIGHT OR DEDICATION. Nothing contained in this Declaration shall be deemed a gift or dedication of all or any part of the Common Properties to the Public, or for any public use.

Section 7. CONSTRUCTIVE NOTICE AND ACCEPTANCE. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Unit or other portion of the COUNTRY GREENS AT WESTCHESTER PROJECT shall conclusively

deemed to have consented and agreed to every limitation, restrictions, easements, reservation, condition and covenant contained herein, whether or not any reference hereto is contained in the instrument by which such person acquired an interest in such Unit or other property.

Section 8. NOTICE. Any notice permitted or required to be delivered as provided herein shall be in writing and may ne delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States Mail, postage prepaid, addressed to any person at ten address given buy such person to the Association for the purpose of service of such notice, or to the Unit of such person if no address has been given to the Association. Such address may be changed form time to time by notice in writing to the Association.

Section 9. NO REPRESENTATIONS OR WARRANTIES. No representations or warranties of any kind, express or implied, have been given or made by Declarant or its agents or employees in connection with any portion of the Common Properties, its physical condition, zoning, compliance with applicable laws, merchantability, habitability, fitness for a particular purpose, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, except as specifically and expressly set forth in this Declaration.

Section 10. ANNEXATION WITHOUT ASSOCIATION APPROVAL. Additional lands within the area described in Exhibit "E" attached hereto may be annexed by the Declarant in whole or in part without consent of members within ten (10) years of the date of this instrument. The additional lands annexed in accordance with the provisions hereof shall become subject to the provisions of this Declaration upon the recording in the Public Records of Palm Beach County, Florida of an amendment hereto properly executed by the Declarant and without the consent of the members of the Association. Until such amendment is recorded, no provision of this Declaration shall be effective as to all or any portion of the Undeveloped Parcel, nor shall this Declaration constitute a cloud or encumbrance of the title of said Undeveloped Parcel.

(a) Such amendments to the Declarations may contain such complimentary additions and modifications of this Declaration as may be necessary to reflect the different character, if any, of that portion of the COUNTRY GREENS AT WESTCHESTER PROJECT or the Undeveloped Parcel which are subject of such amendments to the Declaration as are not inconsistent with the scheme of this Declaration, as determined by the Declarant. Further, such amendments to the Declaration may contain provisions relating to such portion of the COUNTRY GREENS AT WESTCHESTER PROJECT and/or such Undeveloped Parcel, or any portions thereof, dealing with, among other things, assessments and the basis thereof, rules and regulations, architectural controls and other provisions consistent with the nature of the development of such COUNTRY GREENS AT WESTCHESTER PROJECT and pertaining to all or part of such portions and/or such Undeveloped Parcel or the exclusion of other portions of the COUNTRY GREENS AT WESTCHESTER PROJECT.

(b) The provisions of this Article XV, Section 10 cannot be amended without the written consent of the Declarant, and any amendment of this Article XV, Section 10 without the written consent of the Declarant shall be deemed null and void.

Section 11. OTHER ANNEXATION OF PROPERTY. Land, other than land annexed in accordance with Article XV, Section 10 hereof, may be annexed to the Property with the consent of two-thirds (2/3) of the Members of the Association. Such annexation shall become effective upon the recording of an amendment to this Declaration in the Public records of the County in which the land to be annexed is located.

ARTICLE XVI

FINES

Section 1. COMPLIANCE. Every Unit Owner and his tenants, guests, invitees and agents shall comply with any and all rules and regulations as same exist and as may be adopted in the future by the Board of Directors.

Section 2. ENFORCEMENT. Failure to comply with such rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums for damages, injunctive relief or any combination thereof. The Board of Directors shall have the right to suspend voting rights and use of the Common Elements in addition thereto.

Section 3. FINES. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon a Unit Owner for failure of a Unit Owner, his tenants, family guests, invitees, or employees to comply herewith or with any rule or regulation provided the following procedures are followed:

(a) Notice. The Board of Directors shall notify the Unit Owner of the infraction or infractions. Included in the Notice shall be the date and time of a special meeting of the Board of Directors, at which time the Unit Owner shall present reasons why penalties should not be imposed. At Least six (6) days written notice of such meeting shall be given.

(b) Hearing. The facts of non-compliance or violation shall be presented to the Board of Directors after which the Board shall hear reasons why penalties should not be imposed. A written decision of the Board of Directors shall be submitted to the Unit Owner not later than ten (10) days after the hearing.

(c) Penalties. The Association may impose a fine against the Unit owned by the Unit Owner up to the maximum amount permitted by law, and if the

Association shall have the right to collect the fine if not paid, the fine shall be deemed an assessment and collectible in the same manner as an assessment.

(d). Payments of Penalties. Fines shall be paid not later than five (5) days after Notice of the imposition of same.

(e) Collection of Fines. Fines shall be treated as an Assessment subject to the provisions for collection of Assessments as set forth in Article VII.

(f) Non-Exclusive Remedy. The fines provided for herein shall not be construed to be an exclusive remedy of the Association, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Unit Owner shall be deducted from or offset against any damage which the Association may otherwise be entitled to recover by law.

ARTICLE XVII

DECLARANT'S EXCEPTIONS

Section 1. DECLARANT'S EXCEPTIONS IN GENERAL. Declarant and its successors or assigns will undertake the work of constructing Units and improvements relating thereto. The completion of that work and the sale, rental and other disposal of Units is essential to the establishment and welfare of the

COUNTRY GREENS AT WESTCHESTER PROJECT as a community. As used in this Section and its subparagraphs, the words "its successors or assigns" specifically do not include purchasers of completed Units. In order that said work may be completed and the COUNTRY GREENS AT WESTCHESTER PROJECT established as a fully occupied community as rapidly as possible, no Owner nor the Association shall do anything to interfere with Declarant's activities. Without limiting the generality of the foregoing, nothing in this Declaration shall be understood or construed to:

(a) Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from doing on any property owned by them whatever they determine to be necessary or advisable in connection with the completion of said work. Including without limitation, the alteration of its construction plans and designs as Declarant deems advisable in the course of development (all models or sketches showing plans for future development of the COUNTRY GREENS AT WESTCHESTER PROJECT may be modified by the Declarant at any time and from time to time, without notice); or

(b) Prevent Declarant, its successors or assigns, or its or their contractors, subcontractor representatives, from erecting, constructing and maintaining on any property owned or controlled by Declarant, or its successors or assigns or its or their contractors or subcontractors, such structures as may be reasonably necessary for the conduct of its or their business or completing said work

and establishing the COUNTRY GREENS AT WESTCHESTER PROJECT as a community and disposing of the same by sale, lease or otherwise; or

(c) Prevent Declarant, its successors or assigns, or its or their contractors, or subcontractors, from conducting on any property owned or controlled by Declarant, or its successors or assigns, its or their business of developing, subdividing, grading and constructing improvements, in the COUNTRY GREENS AT WESTCHESTER PROJECT and of disposing of Units therein by sale, lease or otherwise; or

(d) Prevent Declarant, its successors or assigns from determining in its sole discretion the nature of any type of improvements to be initially constructed as part of the COUNTRY GREENS AT WESTCHESTER PROJECT; or

(e) Prevent Declarant, its successors or assigns, or its or their contractors, subcontractors, from maintaining such sign or signs on any property owned or controlled by any of them as may be necessary in connection with the sale, lease or other marketing of Units, or otherwise from taking such other actions deemed appropriate.

In general, the Declarant shall be exempt from all restrictions set forth in this Declaration to the extent such restrictions interfere in any manner with Declarant's plans for construction, development, use and sale of the COUNTRY GREENS AT WESTCHESTER PROJECT.

Section 2. DECLARANT'S EXEMPTION TO ARCHITECTURAL CONTROL. Declarant shall be exempt from the provisions of Article VIII hereof and shall not be obligated to obtain Committee approval for any construction or changes in construction which the Declarant may elect to make.

Section 3. DECLARANT'S EXEMPTION FROM DELINQUENT FEES, COSTS, INTEREST OR PENALTIES. Declarant shall be exempt from the provisions of Article VII and VIII hereof with respect to the imposition of any delinquent fees, and/or penalties, but not exempt from attorney's fees, costs and/or interest, which may from time to time be applicable to any assessments which the Declarant may owe to the Association.

ARTICLE XVIII

PARTY WALLS

Section 1. GENERAL. Each wall built as part of the original construction of any two residential units and placed on the dividing line between lots on which they are situated shall constitute a party wall, and each Owner of one of the Lots shall own that portion of the wall which stands on his own Lot together with a cross-easement of support in the other portions. To the extent not inconsistent with the provisions of this

Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to all such party walls.

Section 2. EASEMENTS. Easements are reserved in favor of all Lots sharing a party wall for overhangs or other encroachments regulating for original construction or from restoration that conforms substantially to the original construction.

Section 3. SHARING OF REPAIR AND MAINTENANCE. The costs of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall.

Section 4. DESTRUCTION BY FIRE OR OTHER CASUALTY. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, but no greater dimension of that party wall, or of any extension of restoration thereof, shall be placed upon the Lot of the other Owner who is not extending, construction or restoring it than that existing prior to the fire or other casualty, unless the written consent of the latter is first obtained. No part of any addition to the dimensions of that party wall (or of any extension thereof already built) that may be made by either one of the Owners who have used it (or by those claiming under them respectively) shall be placed upon the Lot of the other Owner, unless written consent of the latter is first obtained. If the other Owner thereafter makes use of the wall, he shall contribute to the cost of restoration thereon proportion to his use, without prejudice, however, to the right of any such Owner to call for a larger contribution from the other owner under any rule of law regarding liability for negligent or willful acts or omissions.

Section 5. WEATHERPROOFING. Notwithstanding any other provision of this Article XVIII, any Owner who by his negligent or willful act causes a part of the party wall not previously exposed to the elements to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 6. RIGHT TO CONTRIBUTION RUNS WITH LAND. The right of any Owner to contribute from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title to his Lot. Upon conveyance or other transfer of title, the liability of the prior Owner shall cease.

Section 7. ARBITRATION. In the event of any dispute arising concerning a party wall or under the provisions of this Article generally, each party shall choose one arbiter, those arbiters shall choose one additional arbiter, and the decision of a majority of the three arbiters those chosen shall be conclusively determinative of the question involved. If a panel cannot be designated in this way, the matter shall be arbitrated pursuant to the rules of the American Arbitration Association (or its successors in function) then obtaining. Any decision made pursuant to this Section 7 shall be conclusive and may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code.

ARTICLE XIX

PALM BECH COUNTY REQUIREMENTS

Section 1. VACATING PLAT. NO portion of the open space within the Plat referred to in Exhibit "A" hereto may be vacated in whole, or in part, unless the entire Plat is vacated, if the effect of such open space vacating would be to reduce the open space below the minimum requirements of the Palm Beach County Zoning Code.

Section 2. DESTRUCTION OF UNITS. If any Unit is destroyed or removed for any reason and then replaced, the replaced Unit shall be of a similar size and type to the previously existing Unit, but in no event shall the new Unit's dimensions exceed the replaced Unit's dimensions. This paragraph shall apply only to those Units which are attached to other Units.

ARTICLE XX

THE LAKE

The association shall have the obligation to maintain and insure those portions of any lake which abut any of the units or any part of the Common Properties. Unit Owners shall be prohibited from any sue whatsoever of any such lake except that sailboats, rowboats and canoes may be used therein; in no event shall such lake be used for swimming or motor-boating.

ARTICLE XXI

LEASING OF UNITS

An Owner may lease only his entire Unit, and then only in accordance with the Declaration, after receiving the approval of the Association as provided for in this Article XXI. Reference to "leasing" in this Article XXI shall also include rental. Prior approval is also required in connection with any lease renewal and in connection with any change in occupancy under, during or along with a lease. A lease or rental shall exist if any form of consideration (whether for services, employment or otherwise) is paid or exchanged. Any lease, lease renewal or change in occupancy under, during or along with a lease is referred to in this Article XXI as a "Transfer".

A. Notice by the Owner. An Owner shall give to the Board of Directors or its designee written notice of an intended Transfer at least thirty (30) days prior to the proposed Transfer and occupancy thereunder, together with the name and address of the proposed lessee(s), an executed copy of the proposed lease, and such other information as the Board may reasonably require. The Board may require the personal appearance of any lessee(s), and his/her spouse and any other intended occupants, as a condition of approval.

B. Approval. After the required notice and all information, transfer fee, and appearances requested have been provided, the Board shall approve or disapprove the proposed Transfer within thirty (30) days. If the Board neither approves nor disapproves within this time period, such failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a letter of approval to the Owner.

C. Disapproval. A proposed Transfer shall be disapproved only if a majority of the whole Board so votes, and in such case the Transfer shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, any one or more of the following:

1. The Owner is delinquent in the payment of assessments at the time the application is considered, and the Owner does not bring the delinquency current (with any interest, late fees, costs and attorneys' and paralegal fees also due and owing) within a time frame required by the Board of Directors;
2. The Owner has a history of leasing his/her Unit to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of the Unit;
3. The real estate company or agent handling the leasing transaction on behalf of the Owner has a history of screening lessee applicants inadequately or recommending undesirable lessees;
4. The application on its face indicates that or the interview reveals that the person seeking approval and/or intended occupants intend(s) to conduct himself/herself/themselves in a manner inconsistent with the Declaration, Articles of Incorporation, By-Laws and/or Rules and Regulations of the Association;
5. The prospective lessee or other intended occupants have been convicted of a felony involving violence to persons or property;
6. The prospective lessee or other intended occupants have a history of conduct which evidences disregard for the rights and property of others;
7. The lessee or other intended occupants, during previous occupancy, have evidenced an attitude or disregard for the Declaration, Articles of Incorporation, By-Laws and/or Rule and Regulations of the Association.
8. The lessee(s) or intended occupants have failed to provide the information or appearances required to process the application in a timely manner, or provided false information during the application process; or the required transferee is not paid; or

9. The Owner fails to give proper notice of his intention to lease his Unit to the Board of Directors.

Notice of disapproval shall be sent or delivered in writing to the Owner.

D. Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board at its election may approve or disapprove the lease.

E. Unapproved Transfer. Any Transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board of Directors. The Association shall have the right to remove any occupant(s) and personal belongings by injunctive relief or by other means provided in this Declaration should this Article XXI be violated.

F. Application Form. The Association is vested with the authority to prescribe an application form requiring the provision of specific personal, social, and other data relating to the intended lessee(s), and occupants, as may be required by the Association in order to enable the Association to reasonably investigate the intended lessee(s) and occupants. The application shall be complete and submitted to the Association along with and as an integral part of the notice of intended Transfer.

G. Transfer Fee. The Board of Directors is empowered to charge a fee in connection with and as a condition for the approvals set forth in this Article XXI, in an amount not to exceed \$100.00 per applicant, with husband and wife considered one applicant.

H. Lease Security Deposit. The Board of Directors shall be permitted to require as a condition to the leasing or renting of a unit, that the owner or lessee deposit into an escrow account maintained by the Association, a security deposit to protect against damages to the Common Properties or other real or personal property of the Association. The maximum amount of the security deposit shall be as determined by the Board of Directors from time to time, but shall not exceed the equivalent of one month's rent. The security deposit shall be handled as required by Chapter 83, Florida Statutes (the Florida Landlord-Tenant Statute).

I. Renewals of leases shall also require Association approval. Further, the minimum lease term of any lease shall be four (4) months and the maximum lease term shall be twelve (12) months.

ARTICLE XXII

TRANSFER OF OWNERSHIP OF UNITS

In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Units, habiting transiency, and facilitating the development of a stable, quiet community and peace of mind for

all residents, the transfer of the ownership of a Unit shall be subject to the following provisions.

A. Transfers Subject to this Article XXII.

1. Sale or Gift. No Owner may dispose of a Unit or any interest in the Unit by sale or gift (including agreement for deed) without prior written approval of the Board of Directors.

2. Devise or Inheritance. If any Owner acquires his title by devise or inheritance, his/her right to occupy or use the Unit shall be subject to the approval of the Board of Directors.

3. Other Transfers. If any person acquires title in any manner not considered in the foregoing subsections (1) or (2), his or her right to occupy or use the Unit shall be subject to the approval of the Board of Directors (that person having no right to occupy or use the Unit before being approved by the Board of Directors) under the procedures outlined in subsection B below.

The foregoing is sometimes referred to in this Article XXII as a "Transfer".

B. Procedures

1. Notice to Association

(a) Sale or Gift. An Owner intending to make a sale or gift of his or her Unit or any interest in the Unit shall give to the Board of Directors or its designee written notice of such intention at least thirty (30) days prior to the intended closing date, together with the name and address of the proposed purchaser or donee, an executed copy of the sales contract, if any, and such other information as the Board may reasonably require. The Board may require the personal appearance of any purchaser(s) or donee(s) and his/her spouse and other intended occupants, as a condition of approval.

(b) Devise, Inheritance or Other Transfers. The transferee(s) must notify the Board of Directors of his/her ownership and submit a certified copy of the instrument evidencing his/her ownership and such other information as the Board may reasonably require. The transferee(s) shall have no occupancy or use rights unless approved by the Board.

(c) Demand. With the notice required in Subsection (1)(a) above, the Owner or transferee seeking approval may make a written demand that if the transfer is disapproved without good cause, the Association shall furnish an approved alternate purchaser upon the same price and terms as in the disapproved sales contract, or if no contract is involved, for the fair market value of the Unit determined as provided below. This obligation of the Association exists only if the written demand is made by the

Owner or transferee along with and at the same time as the provision of the Subsection (1)(a) notice.

(d) Failure to Give Notice. If no notice is given, the Board of Directors, at its election, may approve or disapprove at the time it learns of the transfer. If any Owner fails to obtain the Association's approval prior to selling an interest in a Unit, or making a gift of the Unit, such failure shall create a rebuttable presumption that the seller and the purchaser, or Owner making the gift, intend to violate the covenants of this Declaration, and shall constitute good cause for Association disapproval.

2. Approval. Within thirty (30) days of receipt of the required notice, transfer fee, personal appearances and information requested, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a certificate from the Association in recordable form and delivered to the transferee. If the Board neither approves nor disapproves within this thirty (30) day time limit, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue such certificate to the transferee.

3. Disapproval.

(a) With Good Cause. Approval of the Association shall be withheld if a majority of the whole Board so votes. Only the following may be deemed to constitute good cause for disapproval:

1. The person seeking approval or intended occupants have been convicted of a felony involving violence to persons or property;
2. The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;
3. The application for approval on its face indicates that or the interview reveals that the persons seeking approval or intended occupants intend(s) to conduct himself/herself/themselves in a manner inconsistent with the Declaration, Articles of Incorporation, By-Laws and/or the Rules and Regulations of the Association;
4. The person seeking approval or intended occupants have a history of disruptive behavior or disregard for the rights or property of others;
5. The person seeking approval or intended occupants, during previous occupancy, have evidenced an attitude of disregard for

the Declaration, Articles of Incorporation, By-Laws and/or Rules and Regulations of the Association; or

6. The person seeking approval has failed to provide the information, fees or provide or assure the appearances required to process the application in a timely manner, or provided false information during the application process.

(b) Without Good Cause. If the Board disapproves without good cause, and if the Owner or transferee has made the demand set forth in subsection B.1(c) above, then within thirty (30) days after the Board meeting at which the disapproval took place, the Board shall deliver in writing to the Owner or transferee (hereinafter "the seller") the name of an approved purchaser who will purchase the Unit upon substantially the same price and terms as in the disapproved sale contract. If no sales contract was involved, or if the Association challenges the contract price as not being a good faith purchase price, then the purchase price shall be paid in cash, and the price to be paid shall be determined by all parties concerned. The closing shall take place no longer than sixty (60) days after the date of Board disapproval or thirty (30) days after determination of fair market value, whichever occurs first. Failure to close by the seller shall constitute a breach of contract and shall entitle the purchaser to specific performance or damages.

(c) If the Board fails to deliver the name of the approved purchaser within thirty (30) days as required above, or if the approved purchaser defaults in his/her purchase, then the original proposed purchaser shall be deemed to be approved, despite the Board's former disapproval, and upon demand the Association shall issue a certificate of approval.

Limitation of Ownership. Notwithstanding anything stated to the contrary in this Declaration or any other governing document, an individual and the individual's spouse, and any entity in which the individual or spouse have an interest, shall not own in whole or in part more than two (2) units. If unmarried, the term "spouse" shall also include a person who is the equivalent of the individual's spouse. In addition, no person or entity may own more than two (2) units by using a "straw" purchaser to circumvent the intent of this paragraph. No unit owner may rent, sell, or otherwise convey a unit for the first twelve (12) months of ownership.

C. General Provisions

1. Unapproved Transfers. Any Transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board of Directors. The Association shall have the right to remove any occupant(s) and personal belongings by injunctive relief or by other means provided in this Declaration should this Article XXII be violated.

2. Application Form. The Association is vested with the authority to prescribe an application form requiring the provision of specific personal, social, financial, and other data for the intended purchasers or new owners and occupants, as may be required by the Association in order to enable the Association to reasonably investigate the intended purchasers, new owners and occupants.

3. Transfer Fee. The Board of Directors is empowered to charge a fee in connection with and as a condition for the approvals set forth in this Article XXII, in an amount not to exceed \$100.00 per applicant, with husband and wife considered one applicant.

Declarant has caused this Declaration to be executed on the day and year first above written.

Signed, sealed and delivered
in the presence of:

DCA at Westchester No.2, Inc.
a Florida corporation

By: _____

Attest: _____

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 202 through 232, 317 through 363, 264 through 316, and 382 through 400 of SOUTHPOINTE PALT 2, according to the Plat thereof, as recorded in Plat Book 51, Page 56 of the Public Records of Palm Beach County, Florida.

AND:

A PARCEL OF LAND SITUATE IN SECTION 2, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING PARTS OF SOUTHPOINTE PLAT 2, AS RECORDED IN PLAT BOOK 51 ON PAGE 56 THROUGH 59 OF THE PUBLIC RECORDS OF SAID PALM BEACH COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACTS C-1 THROUGH C-14, INCLUSIVE;
TRACTS C-20 AND C-21,
THE ENTIRE WATER MANAGEMENT TRACT LYING EAST OF LOTS 202 THROUGH 222, INCLUSIVE;
ALL THOSE PARTS OF TRACTS, A, B, C-15, C-18, C-19, AND THE RECREATION AREA, WHICH LIE NORTHERLY OF THE FOLLOWING DESCRIBED LINE, OR ITS EASTERLY OR WESTERLY EXTENSIONS:

BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 233 OF SAID PLAT 2, THENCE S76° 00' 00" W ALONG THE NORTH LINE OF SAID LOT 233 AND ITS WESTERLY PROLONGATION, A DISTANCE OF 107.00 FEET TO THE CENTERLINE OF TRACT "B", OF SAID PLAT; THENCE S14 ° 00' 00" E ALONG SAID CENTERLINE, A DISTANCE OF 62.70 FEET TO THE EASTERLY PROLONGATION, SAID CENTERLINE, AND THE WESTERLY PROLONGATION THEREOF, A DISTANCE OF 129.00 FEET TO THE EASTERLY LINE OF THE RECREATION AREA AS SHOWN ON SAID PLAT; THENCE N14° 00' 00" W, ALONG SAID EASTERLY LINE, A DISTANCE OF 80.87 FEET, THENCE S79° 55' 19" W A DISTANCE OF 29.07 FEET TO A POINT ON THE WESTERLY PERIMETER IF SAID RECREATION AREA; THENCE N87° 48' 28" W A DISTANCE OF 184.90 FEET TO A POINT LYING S32° 52' 47" W AT A DISTANCE OF 5.70 FEET FROM THE SOUTHWEST CORNER OF LOT 264 OF SAID PLAT; THENCE N30° 48' 55" W A DISTANCE OF 30.90 FEET TO THE EASTERLY PERIMETER OF THE WESTERLY WATER MANAGEMENT TRACT SHOWN ON SAID PLAT; THENCE, ALONG SAID PERIMETER, S32° 52' 47" W A DISTANCE OF 165.36 FEET; THENCE S67° 16' 08" W A DISTANCE OF 112.18 FEET, THENCE N28° 21' 42" W A DISTANCE OF 75.37 FEET TO THE WESTERLY PERIMETER OF SAID PLAT AND THE TERMINUS OF THIS LINE.

LEGAL DESCRIPTION: HOMEOWNER'S ASSOCIATION PROPERTIES (FUTURE)

A PARCEL OF LAND SITUATE ON SECTION 2, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING PORTIONS OF SOUTHPOINTE PLAT 2, AS RECORDED IN PLAT BOOK 51 ON PAGES 56 THROUGH 50 OF THE PUBLIC RECORDS OF SAID PALM BEACH COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACTS C-16 AND C-17;
THE ENTIRE WATER MANAGEMENT TRACT LYING WEST OF LOTS 258 THROUGH 316, INCLUSIVE;
ALL THOSE PARTS OF TRACTS A, B, C-15, C-18, C-19, AND THE RECREATION AREA, WHICH LIE SOUTHERLY OF THE FOLLOWING DESCRIBED LINE, OR ITS EASTERLY OR WESTERLY EXTENSIONS:

BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 233 OF SAID PLAT 2, THENCE $S76^{\circ} 00' 00''$ W ALONG THE NORTH LINE OF SAID LOT 233 AND ITS WESTERLY PROLONGATION, A DISTANCE OF 107.00 FEET TO THE CENTERLINE OF TRACT "B", OF SAID PLAT; THENCE $S14^{\circ} 00' 00''$ E, ALONG SAID CENTERLINE, A DISTANCE OF 62.70 FEET TO THE EASTERLY PROLONGATION OF THE CENTERLINE OF THAT PORTION OF TRACT C-18 LYING BETWEEN LOTS 363 & 364; THENCE $S76^{\circ} 00' 00''$ W ALONG SAID EASTERLY PROLONGATION, SAID CENTERLINE, AND THE WESTERLY PROLONGATION THEREOF, A DISTANCE OF 129.00 FEET TO THE EASTERLY LINE OF THE RECREATION AREA, AS SHOWN ON SAID PLAT; THENCE $N14^{\circ} 00' 00''$ W, ALONG SAID EASTERLY LINE, A DISTANCE OF 80.87 FEET; THENCE $S79^{\circ} 55' 19''$ W A DISTANCE OF 29.07 FEET TO A POINT IN THE WESTERLY PERIMETER OF SAID RECREATION AREA; THENCE $N87^{\circ} 48' 28''$ W A DISTANCE OF 5.70 FEET FROM THE SOUTHWEST CORNER OF LOT 264 OF SAID PLAT; THENCE $N30^{\circ} 48' 55''$ W A DISTANCE OF 30.90 FEET TO THE EASTERLY PERIMETER OF THE WESTERLY WATER MANAGEMENT TRACT SHOWN ON SAID PLAT; THENCE ALONG SAID PERIMETER $S32^{\circ} 52' 47''$ W A DISTANCE OF 165.36 FEET, THENCE $S67^{\circ} 16' 08''$ W A DISTANCE OF 112.18 FEET; THENCE $N28^{\circ} 21' 42''$ W A DISTANCE OF 75.37 FEET TO THE WESTERLY PERIMETER OF SAID PLAT AND THE TERMINUS OF THIS LINE.

ARTICLES OF INCORPORATION

OF

COUNTRY GREENS AT WESTCHESTER HOMEOWNERS' ASSOCIATION, INC.

The undersigned hereby associate to form a corporation not for profit under Chapter 617 of the Florida Statutes.

ARTICLE I

NAME

The name of this corporation shall be SOUTHPOINTE HOMEOWNERS' ASSOCIATION, INC. (hereinafter referred to as the "Association".)

ARTICLE II

PURPOSES

The purposed of the Association are to acquire title to, own, operate, maintain and preserve the Common Properties in development located in Palm Beach County, Florida know as SOUTHPOINTE.

ARTICLE III

POWERS

The Association shall have all of the powers given to corporations not for profit by the Florida Statutes and all of the powers expressly conferred upon it by the Declaration of Covenants and Restrictions for SOUTHPOINTE HOMEOWNERS' which will be re corded among the public records of Palm Beach County, Florida (hereinafter referred to as the "Declaration") together with all powers necessary to fulfill both such stated powers and the duties expressly given to it in such Declaration. These powers include, but are not limited to:

- A. Maintain, repair, improve and insure the landscaping, private roadways, parking spaces, recreational facilities, exterior lighting and other Common Areas which the Association owns or which it has assumed the obligation to maintain.
- B. Make and collect assessments from its members.
- C. Pay all Association expenses.
- D. Acquire title to and exercise all rights of ownership in and to any real or personal property.

E. Make, amend and enforce reasonable rules and regulations for the use of the property it owns or maintains or the Lots.

F. Enforce the terms of the Declaration, these Articles, and the By-Laws of the Association.

ARTICLE IV

MEMBERS

1. Every record owner of a fee interest in any residential parcel (hereinafter, a "Parcel" or a "Unit") which is subject to assessment by the Declaration, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to, and may not be separated from, ownership of a Parcel.

2. Change of membership in the Association shall be established the recording in the Public Records of Palm Beach County, Florida, of a deed or other instrument establishing a record title to a Parcel and shall be evidenced by delivery to the Association of a copy of such instrument. The membership of the prior owner shall be terminated as of the date of delivery of such deed or other instrument.

3. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except upon transfer of his residential parcel.

4. There shall be two (2) classes of membership as follows:

(a) Class A. As long as there is a Class B membership, Class A members shall be all Unit Owners other than the Developer. Each Unit whose owners are Class A members shall be entitled to one vote at members' meeting.

(b) Class B. The Developer shall be the only Class B member and shall have one vote for every Unit it owns and two votes for every Unit owned by any Class A member. Upon the earliest of the following to occur, the Class B membership shall terminate and the Developer shall be a Class A member with regard to Units it owns:

1. Thirty (30) days after Developer terminates the Class B membership by so notifying the Association in writing; or

2. When the last Unit expected to be constructed is conveyed to a purchaser.

ARTICLE V

BOARD OF DIRECTORS

The officers of the Association shall be a President, Vice-President, Secretary and Treasurer, and such additional officers as the By-Laws specify. The officers shall be elected by the Directors at their annual meeting or at any special meeting called for that purpose.

The First officers who shall serve until the first election are:

Carl Palmisciano – President

Carlos Muniz – Vice-President

Luis Clark – Secretary/Treasurer

ARTICLE VII

BY-LAWS

The By-Laws of the association shall be adopted by the first Board of Directors and may be altered as follows:

1. An amendment may be proposed by any member or any Director prior to a meeting at which it will be considered.
2. Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting at which the amendment is to be considered.
3. Except as otherwise provided in the By-Laws, the amendment must be approved, either in person or by proxy by (i) at least two-thirds (2/3rds) of the entire membership of the Board of Directors and sixty (60%) percent of each class of the entire membership of the Association; or (ii) at least eighty (80%) percent of each class of the entire membership of the Association; or (iii) by the Class B member alone.
4. No amendment may change the qualifications for membership in the Association.
5. No amendment which will affect the Developer shall be adopted unless the Developer has consented thereto in writing.

6. A copy of the amendment shall be recorded in the Public Records of Palm Beach County, Florida.

ARTICLE VIII

AMENDMENT OF ARTICLES

These Articles of Incorporation may be amended as follows:

1. The Board of Directors shall adopt a resolution setting forth the proposed amendment and, directing that it be submitted to a vote at any annual or special meeting of members.

2. Within the time and in the manner provided in the By-Laws for the giving of notice of meetings of members written notice setting forth the proposed amendment or a summary of record entitled to vote thereon. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

3. At such meeting, a vote of the members entitled to vote thereat shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of members entitled to vote thereon unless any class of members is entitled to vote thereon as a class in which event the proposed amendment shall be adopted upon receiving both affirmative vote of a majority of the votes of member of each class entitled to vote thereon as a class and the affirmative vote of a majority of the votes of all members entitles to vote thereon.

4. In lieu of the above, if all of the Directors and Members eligible to vote sign a written statement manifesting their intention that an amendment these Articles be adopted, then the amendment shall thereby be adopted or, instead, the members alone may adopt an amendment at any meeting for which notice of the change being made has been given.

5. Notwithstanding the provisions of this Article, for so long as the Developer holds Units for sale in the ordinary course of business, no amendment to these Articles of Incorporation shall be made without prior written approval of the Developer, which would:

(i) Assess the Developer as a Unit Owner for capital improvements:
or

(ii) Be detrimental to the sales of Units by the Developer; however an increase for common expenses without discrimination against the Developer shall not be deemed detrimental to the sale of such Units; or

(iii) Abridge, amend or alter the rights of the Developer to designate and select members of the Board of Administration of the Association as provided herein.

ARTICLE IX

DISSOLUTION OF THE ASSOCIATION

The term of the Association shall be perpetual unless dissolved by the written consent of at least three-fourths (3/4ths) of each class of the members, two-thirds (2/3rds) of any Institutional Mortgagees (as that term is defined in the Declaration of Covenants, Restrictions and Easements of Westchester).

Upon dissolution of the Association for any reason, any member of the Association may petition the Circuit Court of the 15th Judicial Circuit of the State of Florida for the appointment of a Receiver to manage the affairs of the dissolved Association and its properties in the place and in the stead of the Association and to make provisions as may be necessary to continued management of the affairs of the dissolved Association and its properties.

Upon dissolution, the Association's assets (including any real property and improvements thereon) remaining after payment to creditors and payment of all costs and expenses relating to such dissolution shall be distributed in the following priority:

A. As to priority consisting of the surface water management system:

1. By dedication to an appropriate public agency or entity to be devoted to surface water management purposes, and if such dedication is refused acceptance.

2. By grant, conveyance or assignment to any non-profit corporation, association, trust, or other organization to be devoted to surface water management purposes.

B. As to the rest of the Association's Property:

1. To the members on such proportions as are determined by a Court having jurisdiction thereof, or, if the members prefer,

2. To any municipal or governmental authority which is going to accept such assets.

ARTICLE X

INITIAL SUBSCRIBERS

The names and residence addresses of the initial subscribers are as follows:

Carl Palmisciano	10181 West Sample Road Coral Springs, Florida 33165
Carlos Muniz	10181 West Sample Road Coral Springs, Florida 33165
Luis Clark	2514 Hollywood Blvd. Hollywood, Florida 33020

ARTICLE XI

RESIDENT AGENT

The Resident Agent of the Association, for purposes of accepting service of process, shall be STEVEN ENGEL, Esquire, whose address within the State of Florida is: 2514 Hollywood Blvd., Hollywood, Florida 33020.

IN WITNESS WHEREOF, we the undersigned incorporators, have executed these

Articles of Incorporation for the purpose of forming the Association this _____ day of

_____.

CARL PALMISCIANO

CARLOS MUNIZ

LUIS CLARK

Having been named to accept service of process for the Association at the place herein designated, I hereby accept to act in this capacity and I further agree to comply with the provisions of all statutes relative to the complete and proper performance of duties.

STEVEN ENGEL

STATE OF FLORIDA }
COUNTY OF BROWARD } ss:

I HEREBY CERTIFY that on this _____ day of _____, _____ before me the undersigned authority personally appeared Carl Palmisciano, Carlos Muniz, and Luis Clark, to me known to be the persons described in and who executed the foregoing Articles of Incorporation, and they acknowledged before me that they executed the same for the purposed therein expressed.

WITNESS my hand and official seal at said County and State the day and year first above written.

Notary Public
State of Florida

My Commission Expires:

EXHIBIT "D"
BY-LAWS
OF
SOUTHPOINTE HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

DEFINITIONS

- 1.1 Association shall mean the SOUTHPOINTE HOMEOWNERS' ASSOCIATION, INC.
- 1.2 Declaration shall mean the Declaration of Covenants, Restrictions and Easements for SOUTHPOINTE HOMEOWNERS to be recorded among the Public Records of Palm Beach County, Florida.
- 1.3 Articles shall mean the Articles of Incorporation for SOUTHPOINTE HOMEOWNERS' ASSOCIATION, INC.
- 1.4 All Definitions contained in the Declaration are incorporated herein by reference.

ARTICLE II

OFFICES

The principle office of the Association shall be at 2514 Hollywood Blvd., Hollywood, Florida 33020, or such other place in Broward or Palm Beach County, Florida as the Board of Directors may from time to time determine.

ARTICLE III

MEMBERS AND MEMBERSHIP MEETINGS

- 3.1 Members. Only record owners of fee interests in a Unit may be members of the Association, and every such record owner shall be a member. When the ownership of a fee interest in a Unit changes, membership shall begin. Within ten (10) days of receipt of the instrument transferring title to him, the new Owner shall give the Association a copy of such instrument.
- 3.2 Transfer of Membership. A member's share in the assets of the Association and the right to membership are transferrable only an appurtenance to a Unit.

3.3 Vote. The Owners of each Unit shall be entitled to one combined vote at members' meetings. The vote for each Unit owned by two or more persons shall be cast by one of its owners who has been designated as the "Voting Member" in a signed certificate filed with the Association. If a Unit is owned by a corporation or other type of entity, the entity shall designate one of its officers, directors, shareholders partners or other person appropriate to that type of entity as the Voting Member. If a husband and wife own a Unit, no Voting Member need be designated and either spouse may cast that Unit's vote. No Voting Member may vote during any period in which the assessment for his Unit is past due or during any period during which the owners of his Unit are in violation of any Association rules and regulations.

3.4 Annual Meeting. Each annual members' meeting shall be held not later than thirteen (13) months after the previous annual meeting. The first annual meeting shall be held in the year in which the first Unit is transferred by the Developer to a third party in the ordinary course of business. At annual meetings, officers shall give reports, elections of Directors shall take place, a budget shall be adopted and the assessments for the next year determined and any other members' business property presented to the meeting shall be transacted.

3.5 Special Meetings. Special meetings of the members may be called by any officer, a majority of the Board of Directors or by one-third of the Voting Members.

3.6 Notice and Place of Meetings. Notice of all member meetings shall be given by the Secretary and shall state the time, place and purpose of the meeting. Unless notice is waived in writing, notice shall be sent to each member at his address as it appears on the books of the Association.

3.7 Quorum. A quorum at a members' meeting shall be a majority of the Voting Members whether present in person or proxy. In the event a quorum is not present at a meeting, then a majority of the Voting Members who are present may either:

(i) Adjourn the meeting to a date which is no later than seven (7) days from the date of the originally scheduled meeting, and at such rescheduled meeting thirty-three and one-third percent (33 1/3%) of the voting members shall constitute a quorum (and if a quorum is not the present, then those members in attendance may again reschedule the meeting to a time which is not later than seven (7) days from the first rescheduled meeting, and ten percent (10%) of the Voting Members shall then constitute a quorum); or

(ii) Take any authorized action subject to the written approval of a number of Voting Members equal to the difference between the minimum number of Voting Members necessary to constitute a quorum and the number of Voting Members in attendance who voted for such action, provided the total affirmative votes is at least equal to the number which is required to authorized such action.

3.8 Action. Unless otherwise stated in these By-Laws, the Declaration or the Articles and unless otherwise required by the Statutes of the State of Florida, the act of a majority of the Voting Members present at a meeting in which a quorum was present shall constitute the action of the entire membership. In no event may any action be taken which would affect the Developer without first obtaining the Developer's written consent thereto. Any action which could under Florida law be taken at a meeting of members may be taken without a meeting if authorized in writing by a majority of all Voting Members and if thereafter filed with the Secretary of the Association.

3.9 Classes of Members. There shall be two (2) classes of membership, as follows:

(a) Class A. As long as there is a Class B membership, Class A members shall be all Unit Owners other than the Developer. Each Unit whose owners are Class A members shall be entitled to one vote at members' meetings.

(b) Class B. The Developer shall be the only Class B member and shall have one vote for every Unit it owns plus two votes for every Class A vote. Upon the earlier of the following to occur, the Class B membership shall terminate and the Developer shall be a Class A member with regard to Units it owns:

1. Thirty (30) days after Developer terminates the Class B membership by so notifying the Association in writing; or
2. When the last Unit expected to be constructed is conveyed to a purchaser.

ARTICLE IV

DIRECTORS

4.1 Number. The Board of Directors shall consist of five to seven persons, as determined from time to time by the Board of Directors.

4.2 Members. All Directors elected by the members must be members of the Association. The foregoing shall not be applicable to Directors elected during periods of time that the Developer is in control of the Association.

4.3 Election. Election of the Board of Directors shall be as follows:

(a) Election shall be by a plurality of the votes cast at the members' meeting.

(b) The developer shall elect all Directors until the earlier of the time when the Developer no longer holds or intends to develop any Unit for sale to customers in the ordinary course or December 31, 1995, whichever first occurs. Within sixty (60) days of the earlier of the aforementioned times, the Developer shall call a special meeting of the members at which time new Directors shall be elected and the Directors elected by the Developer shall resign.

(c) Vacancies caused by death, resignation, incapacity or removal of a Director shall be filled by the remaining Directors who shall appoint a substitute to serve until the election and qualification of successor at the next annual members' meeting. However, as long as the Developer has elected any Director, the Developer shall fill any vacancy in the Board.

4.4 Term. At the annual meeting, subsequent to the recordation of this amendment, the four (4) Directors receiving the most votes shall be elected for a term of two (2) years, the next three (3) Directors receiving the most votes shall be elected for a term of one (1) year. Thereafter, as many Directors shall be elected for two (2) year terms, as there are regular terms of office of Directors expiring at such times. Each Director shall serve until their successors are duly elected and qualified, until they resign or until they are removed.

4.5 Removal of Directors. A Director may be removed from office at a members' meeting on the affirmative vote of a majority of the Voting Members for any reason deemed by the Voting Members to be in the best interests of the Association; provided, however, before any Director is removed from office, he shall be notified in writing that a motion to remove him will be made and if such Director is present, he or she shall be given an opportunity to be heard at such meeting prior to the vote on his or her removal and provided further that a Director elected or appointed by the Developer may be removed only by the Developer and his successor named only by the Developer.

4.6 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 and the meeting shall be open to all members of the Association. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph at least three days prior to the day named for such meeting unless such notice is waived.

4.7 Special Meetings. Special meetings of the Directors may be called by the President or Vice-President and must be called by the Secretary at the written request of one-third of the members of the Board of Directors; not less than three days' notice of the meeting shall be given. Notice shall be given personally, by mail, or by telegraph and shall state the time, place and purpose of the meeting and the meeting shall be open to all members of the Association.

4.8 Quorum. A majority of the Directors shall constitute a quorum at the Directors meeting. The acts of the Board approved by a majority of the Board present

at a meeting at which a quorum is present shall constitute the act of the Board of Directors.

4.9 Waiver of Notice. Any Director may waive notice of the meeting before or after the meeting, and such waiver shall be deemed equivalent to his having received notice.

4.10 Presiding Officer. The presiding officer at a Board of Directors meeting shall be the President. In the President's absence, the Directors present shall designate any one their number to preside.

4.11 Relinquishment of Control. The Developer may relinquish control of the Board of Directors at any time it chooses by calling a special meeting of the members for that purpose at which meeting the members shall elect the new Directors.

ARTICLE V

OFFICERS

5.1 Officers. The executive officers of the Association shall be a President who shall be a member of the Board of Directors, a Vice-President, a Treasurer, and a Secretary. The officers shall be elected annually by the Board of Directors and, they each may pre-emptorily be removed by majority vote of the Directors at any meeting. The Board of Directors from time to time shall elect such other officers and assistant officers and shall designate such powers and duties as the Board of Directors shall determine are required to manage the affairs of the Association. The Board of Directors from time to time may eliminate certain of the offices enumerated hereunder and/or assign their functions to an agent. Any two or more offices may be held by the same person.

5.2 President. The President shall be the Chief Executive Officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of an Association, including, but not limited to, the power to appoint committees from among the members and to assist in the conduct of the affairs of the Association. He shall preside at all meetings of the Board of Directors and of the members.

5.3 Vice-President. The Vice-President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors. In the event there shall be more than one Vice-President elected by the Board, then they shall be designated "First" and "Second", etc. and shall exercise the powers and perform the duties of the Presidency in such order.

5.4 Secretary. The Secretary shall send notices of meetings and keep the minutes of all proceedings of the Directors and the members. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of Treasurer and shall perform all of the duties incident to the office of the Secretary of an Association as may be required by the Directors or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary.

5.5 Treasurer. The Treasurer shall have custody of all the property of the Association, including finds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all of the duties incident to the office of Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent and shall assist the Treasurer.

5.6 Vacancies. A vacancy in any office shall be filled in the manner provided for the election of officers.

ARTICLE VI

DUTIES OF DIRECTORS

The Association shall act through its Board of Directors which shall perform all of the obligations of the Association. These obligations include, but are not limited to , maintaining , repairing, and replacing any property it owns or has assumed the obligation to maintain; procuring insurance on such property; servicing or hiring employees to service the property; collecting and enforcing the collection of assessments needed to provide funds for the Association; keeping records of all Association affairs and presenting a statement thereof to the members at their annual meeting; managing the Association's funds; borrowing money and incurring indebtedness for Association purposes and executing all required documents in connection therewith; enforcing these By-Laws, the Articles of Incorporation and the Declaration; and adopting and enforcing such Rules and Regulations as it deems necessary.

ARTICLE VII

FISCAL MANAGEMENT

7.1 General. The following shall govern the fiscal management of the Association:

- a. The fiscal year shall be the calendar year.

- b. The cash or accrual basis method of accounting shall be used, as determined, by the Board of Directors of the Association.
- c. All Association income (including assessments) shall be used to pay expenses; the excess shall be held in reserve for future expenses.

7.2 Accounts. Association funds shall be held in such bank and savings accounts as the Board of Directors shall determine from time to time. Withdrawals from such accounts shall be made by checks or withdrawal requests signed by at least two of the officers of the Association.

7.3 Financial Reporting. The Association shall prepare an annual financial report as required by F.S. 720.303(7) (the Florida Homeowners' Association Statute), as amended from time to time, with the right to reduce the level of financial statements required as permitted by the statute. The Association shall provide each member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the member, as required by F.S. 720.303(7), as amended from time to time.

ARTICLE VIII

ASSESSMENTS

8.1 Fixing Assessments. The Owners of each Unit shall be obligated to pay their proportionate part of any annual assessment determined by the Board of Directors in accordance with the following:

- a. The Directors shall prepare a proposed budget which shall include all anticipated Association expenses for the following year including, but not limited to, the costs of:
 - 1. Maintaining, repairing, replacing (if needed), insuring, and servicing the property it owns or has agreed to maintain.
 - 2. Paying all taxes on the property it owns.
 - 3. Paying all utility charges for services rendered to the property it owns or has agreed to maintain.
 - 4. Hiring employees as needed.
 - 5. Establishing a contingency reserve for maintenance, repair and replacement
- b. The budget shall be allocated to each Unit in accordance with the Declaration. Such sum shall be the annual assessment.

- c. The budget shall also set forth any proposed special assessment which shall be allocated equally among the Units.
- d. The budget shall set forth the due date or dues for the assessments and the date when such assessments will be considered past due.
- e. A copy of the budget shall be furnished to each member at least 30 days before the year to which it applies.

8.2 Liens. If any Assessment is unpaid, the Association may file a Claim of Lien against the Unit whose Owners are delinquent and such lien may be foreclosed in the same manner as a mortgage. The Association may also bring an action at law against the delinquent Owner personally.

ARTICLE IX

INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall indemnify every director and every officer of the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon them in connection with any proceeding in which they may become involved by reason of being or having been a Director or Officer of the Association, whether or not they are a Director or Officer at the time such expenses are incurred. However, if the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the aforementioned indemnity shall not be applied. The indemnification shall apply to any settlement which the Board approves as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all rights of indemnification to which such Director or Officer may be entitled by statute or common law.

ARTICLE X

TRANSACTIONS 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 Directors or Officers are Directors or Officers or have a financial interest shall be invalid, void or voidable solely for this reason or solely because the Director or Officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because of his or their votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that he is, or may be interested in any such contract or transaction.

ARTICLE XI

PARLIMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of meetings of this Association when not in conflict with the Articles of Incorporation or these By-Laws.

ARTICLE XII

AMENDMENTS

12.1 These By-Laws may be amended in the manner provided in the Articles of Incorporation.

12.2 No modification or amendment to these By-Laws shall be adopted which would affect or impair the validity or priority of any approved mortgage or the rights of the Developer unless such approval has been evidenced by the written consent of an approved Mortgagee or the Developer.

Adopted by unanimous consent of the Board of Directors on _____, 1986

Asst. Secretary, Brenda W. Bagley

(SEAL)