



CFN 20140167455  
OR BK 26776 PG 0780  
RECORDED 05/07/2014 15:08:47  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 0780 - 790; (11pgs)

This instrument  
should be returned to:  
Robert B. Burr, Esq.  
St. John Rossin Podesta & Burr, PLLC  
1601 Forum Place, Suite 700  
West Palm Beach, FL 33401  
WILL CALL BOX #110

**CERTIFICATE OF AMENDMENT  
TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS  
OF WESTCHESTER COUNTRY CLUB HOMES**

THIS CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS OF WESTCHESTER COUNTRY CLUB HOMES is made by the WESTCHESTER COUNTRY CLUB HOMEOWNERS ASSOCIATION, INC. ("Association").

**WITNESSETH:**

WHEREAS, the Declaration of Covenants, Restrictions and Easements of Westchester Country Club Homes (hereinafter "Declaration") was recorded commencing at Official Records Book 5990, Page 822 of the Public Records of Palm Beach County, Florida, and established covenants running with the land therein described.

NOW, THEREFORE, the President and Secretary of the Association hereby certify that:

1. The Amendments, attached hereto as Exhibit "A", to the Declaration have been properly and duly approved and adopted by the Association pursuant to the provisions of the Declaration.
2. The Amendments, attached hereto as Exhibit "A", to the Declaration shall run with the real property subject to the Declaration and shall be binding on all parties having any right, title or interest in the real property subject to the Declaration, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF, the undersigned have set their hand and seal this 6 day of May, 2014.

Witnesses (as to both):  
  
Flora  
Signature  
FRANCESCA LORE  
Printed name

WESTCHESTER COUNTRY CLUB  
HOMEOWNERS ASSOCIATION, INC.  
By: Joanne Slocum  
Joanne Slocum  
Association President

[Signature]  
Signature  
Estefania Gurmon  
Printed name

Attest: [Signature]  
Ira Sontupe  
Association Secretary

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of May, 2014, by Joanne Slocum as President and Ira Sontupe as Secretary of Westchester Country Club Homeowners Association, Inc. on behalf of that Corporation. They are personally known to me or have produced FL Driver license as identification.

[Signature]  
NOTARY PUBLIC, State of Florida  
My Commission Expires: \_\_\_\_\_

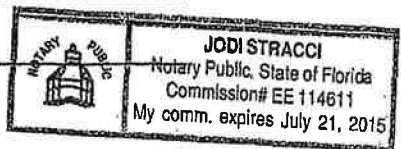


EXHIBIT "A"

AMENDMENTS TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS OF WESTCHESTER COUNTRY CLUB HOMES

[Added language is underlined. Deleted language is ~~stricken through~~.]

1. Article VII, Section 8 and Article XIII, Sections 1, 2 and 3 of the Declaration shall be amended to read as follows:

[Article VII, Section 8]

~~"Section 8. Subordination or the Lien Priority of the Association's Lien Relative to Mortgages. The lien of the assessments provided for herein shall be a lien superior to all other liens save and except the liens of any Institutional First Mortgages, provided said Institutional First Mortgage was recorded among the Public Records of Palm Beach County, Florida, prior to the recordation of the Claim of Lien pursuant to Section 2 of this Article VII.~~

A Unit Owner is jointly and severally liable with the previous Unit Owner for all unpaid assessments, interest, late fees, and attorney and paralegal fees and costs that came due up to the time of transfer of title. The term "previous Unit Owner" shall not include the Association if the Association acquires title to a Unit by foreclosure or deed in lieu of foreclosure.

However, as provided in Florida Statute 720.3085, the liability of a first mortgagee or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a parcel by foreclosure or by deed in lieu of foreclosure, for the unpaid assessments that become due before the mortgagee's acquisition of title, shall be the lesser of:

1. The Unit's unpaid common expenses and regular periodic or special assessments that accrued or became due during the twelve (12) months immediately preceding the acquisition of title for which payment in full has not been received by the Association; or

2. One (1%) percent of the original mortgage debt.

The limitations on first mortgagee liability provided in this section apply only if the first mortgagee filed suit against a Unit Owner and initially joined the Association as a defendant in the mortgagee foreclosure action.

For the purposes of this section, the term "successor or assignee" used with respect to a first mortgagee includes only a subsequent holder of the first mortgage.

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

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

The Declaration, Articles of Incorporation and Bylaws shall be deemed automatically amended to conform to Florida Statutes, Chapter 720, as Chapter 720 is amended from time to time.

~~The sale or transfer of any Unit shall not affect the assessment lien, and the remedies for the enforcement thereof, but the Unit Owner's successors in title will not be personally obligated to pay the amount of such assessment unless the successors expressly agreed to pay the same. 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 a Unit and Owner from liability for any installments of assessments thereafter becoming due or from the lien thereof, and provided that all All amounts that are not collected by reason of such a first mortgage foreclosure or deed in lieu shall be deemed a Common Assessment and shall be collectible as such from all Units, including the Unit which is the subject of the first mortgage foreclosure or deed in lieu thereof."~~

[Article XIII, Sections 1, 2 and 3]

**Section 1. Liens on Mortgaged Units.** ~~Where an Institutional a First Mortgagee obtains title to a Unit as a result of foreclosure or acceptance of a Deed in lieu of foreclosure, the obligation of the First Mortgagee is set forth in Florida Statute 720.3085 and in Article VII, Section 8 of this Declaration. ~~such Institutional First Mortgagee, its successors and assigns, shall not be liable for Assessments pertaining to such Unit which became due prior to the acquisition of title unless such Assessments are secured by a claim of lien which was recorded prior to the recording of such mortgage. Such unpaid assessments shall become Common Expenses collectible from all of the Unit Owners, including such acquirer, its successor and assigns.~~~~

**Section 2. Sale, Lease or Mortgage of Units.** ~~An Institutional First Mortgagee holding a mortgage on a Unit who becomes an owner of that Unit through foreclosure or by Deed in lieu of foreclosure, or whomsoever shall become the acquirer of title at the~~

~~foreclosure sale of an Institutional First Mortgage or the lien for Common Expenses, shall have the unqualified right to sell, lease or otherwise transfer said Unit and/or to mortgage said Unit without a prior offer to or approval of the Board of Directors.~~

~~**Section 3. Priority.** Except as provided in Section 1 of this Article XIII, the lien of an Institutional First Mortgage shall have the priority over the Association's lien for assessments."~~

2. Article X of the Declaration shall be amended by the addition of a new Section 22 Sales, Leasing and Occupancy, which shall read as follows:

"Section 22. Sales, Leasing and Occupancy. No Owner may lease a Unit, sell a Unit or otherwise convey title to a Unit without prior written approval from the Association.

(a) Application and Approval. An Owner intending to lease a Unit, sell a Unit or otherwise convey title to a Unit shall submit a properly completed application to the Association, including the name and address of the intended tenant(s), purchaser(s), transferee(s), and all occupants (hereinafter referred to as "applicant(s)"), and such other information concerning the applicant(s) as the Association may reasonably require. The Association may charge a reasonable application fee as determined by the Board and shall require the applicant(s) to participate in a personal interview.

A renewal or extension of a lease shall require Association approval, although the Association shall not require the application fee to be paid again for a renewal or extension.

Within thirty (30) days after receipt of the application, information required by the Association and a personal interview, the Association shall either approve or disapprove the proposed lease, sale or conveyance. The decision may be made by polling board members, and a Board meeting shall not be required.

If approved, the approval shall be stated in a certificate executed by a Board member of the Association. A certificate of approval for a sale or conveyance of title shall be in recordable form, and the purchaser(s)/transferee(s), at purchaser(s)/transferee(s)' expense, shall record the certificate in the Public Records of Palm Beach County, Florida along with the deed. A certificate for approval of a lease shall not be recorded.

Owners shall provide the prospective tenant, purchaser, or transferee with a complete legible copy of the Declaration, the Association's Articles of Incorporation, Bylaws, and Rules and Regulations, each as amended, and shall certify in writing that legible photocopies of these documents have been provided to the prospective tenant, purchaser, or transferee.

(b) Guest Occupying Lot Where Owner Not Present. A guest residing in a Unit for longer than thirty (30) days where the Owner is not present shall be deemed to be leasing the Unit subject to all the restrictions on leasing including the application and approval requirements.

Exception: Occupancy by Parents or Children of Owner. A Unit may for estate planning or tax purposes be occupied by the parent(s) or children of the Owner(s) and in such a situation, the parent(s) or children shall not constitute tenant(s). However, in these situations where the Unit is occupied by the parent(s) or children of the Owner(s), the occupancy shall be subject to the tenant screening and approval process, which includes the right of the Board of Directors to disapprove the occupancy.

(c) Disapproval for Good Cause. If the Association disapproves a lease, sale or conveyance, the Association shall notify the Owner(s) in writing of the disapproval, and the lease, sale or conveyance shall not be made. The Association shall act reasonably and may disapprove a lease, sale or conveyance only for good cause. The Board shall consider the following factors as constituting good cause for such disapproval of a proposed lease, sale or conveyance:

(1) The applicant or any intended occupant of the Unit has been convicted of, pled guilty or pled no contest to a felony, or has been charged with any a felony and the person was not acquitted or the charges were not dropped;

(2) The applicant or any intended occupant of the Unit is a registered sex offender in any state;

(3) The applicant does not appear to have adequate financial resources available to meet his/her obligation to the Association;

(4) The application for approval on its face indicates that the applicant or any intended occupant of the Unit intends to conduct himself or herself in a manner inconsistent with the Declaration or rules and regulations. By way of example, but not limitation, an Owner allowing a tenant to take possession of the premises prior to approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with applicable restrictions;

(5) The applicant or any intended occupant of the Unit has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other associations, or by his or her conduct in the Westchester Country Club community as a tenant, Owner or occupant of a Unit;

(6) The applicant failed to provide the information, fees or appearance required to process the application in a timely manner or included materially inaccurate or materially false information in the application; or

(7) All assessments, fines and other charges against the Unit or Unit Owner have not been paid in full.

(e) Unauthorized Lease, Sale or Conveyance. Any lease, sale or other conveyance of title that is not approved by the Association pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association. If the Association disapproves the lease, sale or conveyance, the lease, sale or conveyance shall be null and void and confer no right, title or interest in the intended tenant(s), purchaser(s) or transferee(s).

(f) Copy of Deed to Association. The purchaser(s) or other persons receiving title to a Unit shall within ten days after the conveyance, provide the Association manager with a copy of the deed or other instrument conveying title to the Unit.

(g) Exceptions to Requirement of Association Approval. The foregoing requirements for Association approval of sales or conveyances shall not apply to:

(a) a transfer to or purchase by a bank or other institutional mortgagee that acquires its title as a result of owning a mortgage upon the Unit concerned, whether the title is acquired by deed from the mortgagor, its successors or assigns, or through foreclosure proceedings; or

(b) a transfer to a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding that is provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.

(h) Form of Lease. All leases shall be in writing.

(i) Limit on Leasing During the First Two Years of Ownership; Minimum Lease Term; Subleasing. No Owner may lease the Owner's Unit during the first two (2) year period of ownership measured from the date the Owner received title to the Unit. After the first two (2) year period of ownership, an Owner may lease the Owner's Unit subject to the tenant approval and screening process and the other requirements and limitations of the Declaration and Rules and Regulations. If a Unit is leased, and the Owner seeks to sell or otherwise convey the Unit, the Owner shall, prior to closing and conveyance of the Unit, terminate the lease and remove the tenant(s). A purchaser may not purchase a Unit subject to an existing lease, because purchasing a Unit subject to an existing lease would violate the prohibition on leasing during the first two (2) year period of ownership.

An Owner is limited to leasing one time per year measured from the commencement of the lease.

There shall be no subleasing. Only the entire Unit may be leased. No rooms may be rented.

**(j) Tenant Shall Comply With the Rules.** A tenant leasing a Lot is deemed to have agreed to observe and comply with all statutes, ordinances, and the governing documents and rules and regulations of the Association. When Owner(s) submit an application to lease the Unit, the Association may require the prospective tenant(s) and the Owner(s) to sign an agreement specifically agreeing to comply with all statutes, and the governing documents and rules and regulations of the Association.

**(k) Owner and Tenant Liable to Association for Damage Caused by Tenant.** The Owner and Owner's tenants shall be jointly and severally liable to the Association for all damage to persons and property caused by the Owner's tenant or any family members, guests, or invitees of the tenant. If there is any damage to the Common Area or any other property maintained by the Association, resulting from acts or omissions of the tenants, or any family members, guests, or invitees of the tenants (as determined in the sole discretion of the Association), the Association may impose the cost of repairing such damage as an assessment against the Owner's Unit.

**(l) Security Deposit; Responsibility for Damage Caused by Tenant.** The Association may require an Owner seeking to lease the Owner's Unit to place a security deposit with the Association, in the amount of up to \$1000.00, which may be used by the Association to repair any damage to the Common Area or any other property maintained by the Association, resulting from acts or omissions of the tenants, or any family members, guests, or invitees of the tenants (as determined in the sole discretion of the Association). In addition, if the Owner or tenant fails to maintain any landscaping of the Unit which the Owner is responsible to maintain, the Association may, after written demand on the Owner, perform the landscape maintenance and use the security deposit to pay for the work.

**(n) Remedies if Tenant Violates Restrictions.** The Association shall otherwise have the authority to bring an action or eviction action because of the tenants' violation of the governing documents and/or rules and regulations of the Association. The Association may use the summary procedures of Chapter 51, Florida Statutes in any eviction action. The Association may recover its attorneys' fees and costs against the Owner(s) and the tenants jointly and severally regardless of whether or not litigation is commenced, which attorneys' fees and costs shall also constitute and may be collected by the Association as an assessment against the Owner and Owner's Unit.

**(m) Regulations.** The Board of Directors may supplement these restrictions regarding leasing by reasonable regulations.

**(o) Occupancy.** No Unit may be occupied by more than two (2) persons per bedroom in the Unit.

Occupancy of a Unit is limited to one family – no more than one family can occupy a Unit. A "family" is defined as:



(a) One person or a group of two or more persons, each of whom is related to each of the others by blood, marriage, adoption, or

(b) One unmarried couple,

and the children of either or both of them who reside together as a single household.

Occupancy of a Unit by a group of unrelated persons is prohibited.

If a Unit is owned by an entity (corporation, partnership, limited liability company, trust, etc.), the entity must designate all occupants for the Association in order to obtain Association approval for the occupants; and all occupants must have the relationship to each other as otherwise required above for single family occupancy.

In addition, an Owner or tenant is permitted to have live-in housekeepers, nannies, or care givers subject to compliance with the limited number of occupants.

Use of a Lot as a Congregate Living Facility, as defined below, is prohibited. The term "Congregate Living Facility" is defined as assisted living facilities; extended congregate care facilities, transitional living facilities, community residential homes, community transitional residences; rehabilitative home care services, boarding home, or home for the aged or any other residential structure, whether or not operated for profit, which undertakes for a period exceeding 24 hours: care, housing, food service, and one or more personal services for persons not related to the owner or administrator by blood or marriage. In addition, this term shall include other residential uses such as dormitories, group homes with a central dining facility, and similar bed-based uses."

If the Association observes that a Unit is occupied by people other than the Owner, based on change in vehicles, or other observations, the Owner and the guests or occupants shall promptly comply with Association requests for identification and information about the occupancy and family relationship of the occupants."

3. Article XV, Section 1(a) of the Declaration shall be amended to read as follows:

"(a) Breach of any of the covenants contained in the Declaration, Articles of Incorporation, Bylaws or Rules and Regulations or law or the By-Laws and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by the Declarant and Master Developer, the Association or the successors-in-interest of the Association or Master 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.

If the Association engages an attorney to take any action or expend any effort to enforce the terms of this Declaration, Articles of Incorporation, Bylaws or Rules and Regulations or law because of a failure of an Owner, or failure of an Owner's family members, agents, tenants, invitees, servants, etc. or any occupants of the Lot, to comply with any such documents as they may be amended from time to time, or law, or the Association engages an attorney to collect fines, regardless of whether or not litigation is commenced, the Owner shall be responsible to pay the Association's attorneys' fees and costs, which shall constitute and may be collected as an assessment and lien against the Owner and the Owner's Lot pursuant to Article VI of this Declaration."

4. Article XIV, Sections (a), (b) and (c) of the Declaration shall be amended to read as follows:

"(a) Notice. A fine may not be imposed without written notice of at least fourteen (14) days to the person sought to be fined and an opportunity for a hearing before a committee of at least three (3) Association members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director, or employee. The written notice shall notify the recipient of the violation(s). ~~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 person sought to be fined may, at the above referenced committee hearing, present reasons why the fine or suspension should not be imposed. If the committee, by majority vote, does not approve a proposed fine(s), the fine(s) may not be imposed. ~~The facts of noncompliance 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.~~

The fine(s) shall be ratified by the Board of Directors at a Board meeting. If the Board of Directors does not by majority of those Directors present at a Board meeting where a quorum exists, ratify the fine(s), the fine(s) may not be imposed.

(c) Amount of Fines. The Association may impose fines of up to \$100.00 per violation; except that a fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing before the committee required by Florida Statute 720.305. Fines may, in the aggregate, exceed \$1,000.00.

Penalties. The Board of Directors may impose a special assessment or assessments against the Unit owned by the Unit Owner as set forth above. follows:

(i) ~~First non-compliance or violations: a fine not in excess of Twenty five Dollars (\$25.00).~~

~~(ii) Second non-compliance or violation: a fine not in excess of Fifty Dollars (\$50.00).~~

~~(iii) Third and subsequent non-compliance or violation or violations which are of a continuing nature: a fine not in excess of One Hundred Dollars (\$100.00)."~~



CFN 20120195473  
 OR BK 25207 PG 1158  
 RECORDED 05/16/2012 16:29:35  
 Palm Beach County, Florida  
 Sharon R. Bock, CLERK & COMPTROLLER  
 Pgs 1158 - 1159; (2pgs)

This instrument should be returned to:  
 Robert B. Burr, Esq.  
 St. John Rossin Burr & Lemme, PLLC  
 1601 Forum Place, Suite 7010  
 West Palm Beach, FL 33401  
 WILL CALL BOX #110

**CERTIFICATE OF AMENDMENT  
 TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS  
 OF WESTCHESTER COUNTRY CLUB HOMES**

THIS CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS OF WESTCHESTER COUNTRY CLUB HOMES is made by the WESTCHESTER COUNTRY CLUB HOMEOWNERS ASSOCIATION, INC. ("Association").

**WITNESSETH:**

WHEREAS, the Declaration of Covenants, Restrictions and Easements of Westchester Country Club Homes (hereinafter "Declaration") was originally recorded commencing at Official Records Book 5990, Page 822 of the Public Records of Palm Beach County, Florida, and established covenants running with the land therein described.

NOW, THEREFORE, the President and Secretary of the Association hereby certify that:

1. The Amendments to the Declaration set forth below have been properly and duly approved and adopted by the Association pursuant to the provisions of the Declaration.

Article X, Section 19 and Article XI, Section 10 of the Declaration shall be amended to read as follows:

[Added language is underlined. Deleted language is ~~stricken through~~.]

**"Section 19. 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 Westchester Country Club Homes, either temporarily or permanently. No trailer, camper, motor home or recreation vehicle or boat shall be used as a residence, either temporarily or permanently. None of the foregoing shall be allowed to be parked in Westchester Country Club Homes, except as set forth below.

Recreational vehicles, boats and motorcycles ("Vehicles") are permitted, provided such Vehicles shall be kept in the property owner's garage, and said Vehicles shall either be fully covered in order to obstruct the Vehicles being viewed or the garage door shall be kept closed, so that said Vehicles are out of sight. In addition, such Vehicles are permitted to drive in and drive out of the Westchester Country Club Homes/Starlight Cove community as needed."

**"Section 10. Parking and Vehicular Restriction.** Parking in Westchester Country Club Homes 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 Westchester Country Club Homes 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, boats or vehicles shall be permitted on any property located within Westchester Country Club Homes except as follows:

Recreational vehicles, boats and motorcycles ("Vehicles") are permitted, provided such Vehicles shall be kept in the property owner's garage, and said Vehicles shall either be fully covered in order to obstruct the Vehicles being viewed or the garage door shall be kept closed, so that said Vehicles are out of sight. In addition, such Vehicles are permitted to drive in and drive out of the Westchester Country Club Homes/Starlight Cove community as needed.

The violation of this provision shall be deemed to constitute a nuisance; this prohibition is not intended to exclude vehicles commonly known as vans which are used for non-commercial purposes."

2. The Amendments to the Declaration set forth above shall run with the real property subject to the Declaration and shall be binding on all parties having any right, title or interest in the real property subject to the Declaration, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF, the undersigned have set their hand and seal this 16 day of APRIL, 2012.

Witnesses (as to both):

WESTCHESTER COUNTRY CLUB HOMEOWNERS ASSOCIATION, INC.

[Signature]  
Signature  
Penny Bardick  
Printed name

By: [Signature]  
Bryan Barrett  
Association President

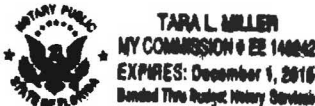
[Signature]  
Signature  
KIM E D'ANDREA  
Printed name

Attest: [Signature]  
Signature  
Printed Name Sally Heffernan  
Association Secretary

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of April, 2012, by Bryan Barrett as President and Sally Heffernan as Secretary of Westchester Country Club Homeowners Association, Inc. on behalf of that Corporation. They are personally known to me or have produced \_\_\_\_\_ as identification.

[Signature]  
NOTARY PUBLIC, State of Florida  
My Commission Expires: 12/01/15





This instrument was prepared by and should be returned to Robert B. Burr, Esq. St John, Core & Lemme, P A 1801 Forum Place, Suite 701 West Palm Beach, FL

Will call box #110

CFN 20090109972 OR BK 23157 PG 1866 RECORDED 04/02/2009 15:40:19 Palm Beach County, Florida Sharon R. Bock, CLERK & COMPTROLLER Pgs 1866 - 1868; (3pgs)

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS OF WESTCHESTER COUNTRY CLUB HOMES

THIS CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS OF WESTCHESTER COUNTRY CLUB HOMES is made this 24 day of March, 2009 by WESTCHESTER COUNTRY CLUB HOMEOWNERS ASSOCIATION, INC. ("Association").

WITNESSETH:

WHEREAS, the Declaration of Covenants, Restrictions and Easements of Westchester Country Club Homes (hereinafter "Declaration") was originally recorded commencing at Official Records Book 5990, Page 822 of the Public Records of Palm Beach County, Florida, and established covenants running with the land therein described.

WHEREAS, Article XV, Section 5 of the Declaration provides that the Declaration may be amended by the affirmative vote or written consent of the Owners holding not less than sixty-six and two-thirds (66 2/3%) percent of the voting power of the Association.

NOW, THEREFORE, the President and Secretary of the Association hereby certify that:

- 1. The Association duly noticed and conducted a Special Members on March 16, 2009 for the purpose of adopting the Amendment, attached hereto as Exhibit "A", to the Declaration.
2. The Amendment attached hereto as Exhibit "A" was properly and duly approved and adopted at the Special Members Meeting by the affirmative vote of Owners who are entitled to vote greater than sixty-six and two-thirds (66 2/3%) percent of the voting power of the Association. Further, the attached Amendment has been properly and duly approved by the Board of Directors. The Association has properly approved and adopted the attached Amendment pursuant to the Declaration.
3. The Amendment attached hereto as Exhibit "A" shall run with the real property subject to the Declaration and shall be binding on all Members of the Association and all parties having any right, title or interest in the real property subject to the Declaration their heirs, successors and assigns, and shall inure to the benefit of each Association Member.

IN WITNESS WHEREOF, the undersigned have set their hand and seal this 24 day of March, 2009.

Witnesses (as to both):

Signature: Christina Eichler
Printed name: Christina Eichler

WESTCHESTER COUNTRY CLUB HOMEOWNERS ASSOCIATION, INC.

By: Bryan Barrett
Association President

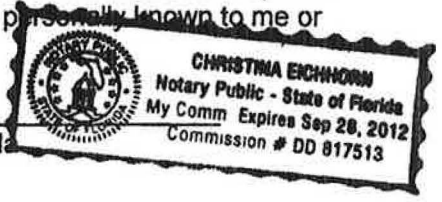
[Signature]  
Signature  
Christina Eichhorn  
Printed name

Attest: [Signature]  
Signature  
Printed Name: Sally HEFFERNAN  
Association Secretary

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 24 day of March, 2009, by Bryan Barrett as President and Sally Heffernan as Secretary of Westchester Country Club Homeowners Association, Inc. on behalf of that Corporation. They are personally known to me or have produced [Signature] as identification.

[Signature]  
NOTARY PUBLIC, State of Florida



*This is not a certified copy*

**EXHIBIT "A"**

**AMENDMENT TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS OF WESTCHESTER COUNTRY CLUB HOMES**

Article X, Section 4 of the Declaration of Covenants shall be amended to read as follows:

[Added language is underlined. Deleted language is ~~stricken through~~.]

**"Section 4. Animal Restriction.** No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept on Westchester Country Club Homes. No dog, cat or other pet may run loose (unleashed) on Westchester Country Club Homes, and such pets may be walked only in the yard appurtenant to each Townhome or Unit and not on the Common Properties unless the Board appropriates a portion of 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)~~ two (2) pets per Unit, and ~~such~~ each pet shall not weigh more than ~~twenty-five (25)~~ fifty (50) pounds."



*Return to:*

This Instrument was prepared by:  
 ✓ MORRIS S. SALOMON, ESQ.  
 Salomon, Kanner & Damian, P.A.  
 1100 Caribank Tower  
 848 Brickell Avenue # 1100  
 Miami, Florida 33131

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS  
 OF  
 WESTCHESTER COUNTRY CLUB HOMES

This Declaration of Covenants, Restrictions and Easements made by DELRAY, INCORPORATED, a Florida corporation, hereinafter referred to as the "Declarant".

WITNESSETH:

WHEREAS, the Declarant on the date hereof is the owner of certain real property located in Palm Beach County, Florida, more particularly described in the attached Exhibit "A"; and

WHEREAS, the Declarant intends, but is not obligated, to develop the real property described in Exhibit "A" subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth; and

WHEREAS, Declarant is a successor in interest to CARMA DEVELOPERS (FLORIDA), INC., a Florida corporation.

NOW, THEREFORE, Declarant hereby declares that all of the real property described in Exhibit "A" attached hereto shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property and to provide a uniform plan of development for same. Said easements, covenants, conditions, restrictions, reservations, liens and charges shall run with the real property described in Exhibit "A" attached hereto, shall be binding upon all parties having and/or acquiring any right, title or interest in the real property described therein or in any part thereof, and shall inure to the benefit of each and every person or entity, from time to time, owning or holding an interest in said real property.

ARTICLE I

DEFINITIONS

The following words and terms when used in this Declaration or any Supplemental Declaration hereto (unless the context shall clearly indicate otherwise) shall have the following meanings:

A. "Articles" shall mean and refer to the Articles of Incorporation of Westchester Country Club Homeowners' Association, Inc., a non-profit Florida corporation, all exhibits which are attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

B. "Association" shall mean Westchester Country Club Homeowners' Association, Inc., a non-profit Florida corporation, its successors and assigns.

C. "Board" shall mean the Board of Directors of the Association which shall be responsible for the operation of the affairs of the Association.

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

E. "By-Laws" shall mean and refer to the By-Laws of Westchester Country Club Homeowners' Association, Inc., all exhibits which are attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

F. "Capital Improvement Assessment" shall mean a charge against each Owner and his Unit, representing a portion of the 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.

G. "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.

H. "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; and other commonly metered charges for the Common Properties; 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 benefiting the Common Properties, and all recreational facilities thereon; costs of fire, casualty and liability insurance, workmen'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. Without limiting the generality of the foregoing, all expenses incurred in connection with the maintenance of the water drainage systems within Westchester Country Club Homes, (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 on the Common Properties and pay for all electricity used thereon.

I. "Common Properties" shall mean those portions of Westchester Country Club Homes 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 portions of the Property described on Exhibit "A" which are dedicated to the Association, and any property now or hereafter conveyed to the Association, less and except the portions thereof conveyed or held for conveyance by the Declarant to Owners.

J. "Declarant" shall mean and refer to Delray, Incorporated, a Florida corporation, and its successors and assigns. "Declarant" and "Developer" shall be used herein and in the By-Laws and Articles interchangeably.

K. "Declaration" shall mean this instrument together with the Exhibits attached hereto, as it may be Amended from time to time.

L. "Westchester Country Club Homes" shall mean and refer to the Plat of Pipers Glen A-3, according to the Plat thereof recorded in Plat Book 61, at Pages 171 through 174, of the Public Records of Palm Beach, Florida, or any replat thereof.

M. "Improvement" shall mean all structures or artificially created conditions and appurtenances thereto of every type and kind located on the Common Properties in Westchester Country Club Homes, including, but not limited to, buildings, outbuildings, walkways, sprinkler pipes, electric 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.

N. "Institutional Mortgagee" shall mean the Declarant and a Master Developer, and a bank, savings and loan association, a private mortgage company, the Federal National Mortgage Association, an 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, provided said "Institutional Mortgagee" hold a first mortgage on a Lot. In case of question, the Declarant may determine, in its sole discretion, who is an Institutional Mortgagee. The term "Institutional First Mortgagee" as used in this Declaration shall have the same meaning as "Institutional Mortgagee".

O. "Lot", or "Lots" are either single family residential lots or zero lot line lots shown on the Plat of Pipers Glen A-3, recorded in Plat Book 61, at Pages 171 through 174, of the Palm Beach County Public Records or any replat thereof.

P. "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.

Q. "Master Association" shall mean the Westchester Country Club Homeowners' Association, Inc., a non-profit Florida corporation, its successors and assigns.

R. "Master Developer" shall mean the person, firm or corporation who is the owner of, or has an agreement to purchase, in the aggregate, seventy-five (75) Lots located within Westchester Country Club Homes.

S. "Member" shall mean any person or entity holding a membership in the Association as provided herein.

T. "Owner" shall mean and refer to the person or persons or legal entity or entities, including Declarant, and Master Developer holding fee simple interests of record to any Unit, including sellers under executory contracts of sale, but excluding those having such interests merely as

security for the performance of an obligation. For purposes of Article X only, unless the context otherwise requires, Owner shall also include the family, invitees, licensees, lessees and sublessees of any Owner, and any other permitted occupant of a Unit.

U. "Person" shall mean a natural individual or any entity with the legal right to hold title to real property.

V. "Reconstruction Assessment" shall mean a charge against each Owner and his Lot and 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.

W. "Recreational Facilities" shall mean any pool or cabana, or the like constructed within Westchester Country Club Homes for the use and benefit of all the Unit Owners, their guests and invitees.

X. "Special Assessments" 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).

Y. "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.

Z. "Units" shall mean any type of detached single family residential building which is subject to exclusive ownership. In addition, the definition of "Unit" 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 Pipers Glen A-3, Recorded in Public Records of Palm Beach County, or any replat or replats thereof.

A-1. "Unit Owner" means the owner of a Lot located within the Property.

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 Easements 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 and which will inure to the benefit of the Owner, his family, guests and tenants, 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 10 and 19 of Article X hereof.

(c) The right of the Association to charge uniform and reasonable admission 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 (2/3rds) of each class of Members, and the Institutional Mortgagee holding a lien on the greatest number of Lots, 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, provided that the rights of such mortgagee shall be subordinate to the use rights of Owners.

(e) The right of the Association to suspend an Owners' 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 of the Association to suspend such rights 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 of the Association after 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 (2/3rds) of the voting power of the Class A Members, and by the Class B Member, if any.

(g) The right of the Declarant and Master Developer (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, as the case may be. Until such time as title to the Common Properties is conveyed to the Association, the foregoing shall require the approval of the Declarant.

(i) The right of the Declarant or the Association to relocate any existing easements in the Common Properties and to grant access easements on the Common Properties as Declarant or the Association may deem necessary or desirable in connection with the development or the operation of Westchester Country Club or other vegetation and to plant trees, shrubs and ground cover upon any portion of the Common Properties.

(k) The rights of the Unit Owners, their tenants, guests and invitees.

(l) The rights, restrictions and provisions set forth in the Westchester Restrictions (See Article X, Section 20 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 and Master Developer as long as the Declarant and Master Developer own any Lot.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Properties and facilities to the members of his family, his tenants or contract purchasers who reside in the Unit subject to the reasonable regulations imposed by the Board. However, in any lease agreement between an Owner, his successors, assigns, heirs or legal representatives, and a lessee, such lease shall provide or shall be deemed to provide in the event it is not stated in the lease; that said lease is subject to this Declaration, as the same may be amended from time to time, and all exhibits hereto; and the lessee's failure to comply with the terms of any of the aforementioned documents shall constitute lessee in default under such lease. Despite the delegation of use by an Owner to his family, guests, tenants and contract purchasers who reside in the Unit, the Owner shall remain ultimately responsible and liable to the Association for the payment of all assessments due pursuant to the terms of this Declaration, including by way of illustration and not by way of limitation, all regular annual assessments, any special assessments, capital improvement assessments, reconstruction assessments and any fines resulting from the actions of his family, guests, tenants or contract purchasers who reside in the Unit.

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 Westchester Country Club Homes 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 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 Westchester Country Club Homes, 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.

Section 7. Access Easement. Declarant and Master Developer reserve unto themselves and their 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 Association to maintain the drainage systems within Westchester Country Club Homes, 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 and Master Developer reserve unto themselves and their successors and assigns perpetual non-exclusive easements of ingress and egress over and across the Common Properties and the unimproved portions of Lots to and from any Lake which abuts the same.

### 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 Lot and Unit shall be the sole qualification for Membership of an Owner in 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.

### 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 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:

(1) Four (4) months after seventy-five percent (75%) of the Units in Westchester Country Club Homes are constructed and conveyed to Unit Owners; or

(2) Three (3) years following conveyance of the first Unit to a Unit Owner; or

(3) Thirty (30) days after Declarant elects to terminate the Class B Membership.

(Whereupon the Class A Members shall assume control of the Association and elect the Board). The Association, prior to passage of control of the Association by Declarant, shall not be bound either directly or indirectly to contracts or leases (including a Management contract) unless there is a right of termination of any such contract or lease, without cause, which is exercisable without penalty at any time after transfer of control, upon not more than (90) days' notice to the other party.

Section 2. Vote Distribution. Class A Members shall be entitled to one (1) vote for each Unit in which they hold the 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-Owners may from time to time all 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 such 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 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, any 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.

(b) Maintain and operate all private streets, the internal roadway, and the guardhouse, if any, and recreational area, within the Common Properties, including cleaning and periodic resurfacing.

(c) Obtain, for the benefit of the Common Properties, all commonly 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 Westchester Country Club Homes.

(e) Maintain such policy or policies of liability, casualty, 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 Westchester Country Club Homes 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 on behalf of the Association or when the Unit Owner fails to maintain same after the Board has determined the necessity of such maintenance and has given the Unit Owner written notice of not less than ten (10) days, nor more than thirty (30) days, or to the Units when the obligation to maintain same has been delegated to the Association by this Declaration. Any assessment incurred as a result of the obligation set forth in this sub-paragraph shall be a Special Assessment. Nothing herein contained shall obligate the Association to do and perform any of the duties and functions herein referred to.

(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) The Association shall make available to Unit Owners and Institutional Mortgagees, and to holders, insurers or guarantors of any first mortgage, current copies of the Declaration, By-Laws, other rules concerning Westchester Country Club Homes, and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

(l) The Association shall maintain fidelity bond coverage or fidelity insurance (covering specified officers, directors or employees as may be necessary), as specified by Federal National Mortgage Association. The fidelity bond coverage or fidelity insurance shall extend to and cover such management firm as may be employed by the Association.

(m) The Association may grant permits, licenses, and easements over the Common Properties for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the project.

**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 Westchester Country Club Homes, 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 an 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 becomes due. Subject to the provisions of this Declaration protecting Institutional 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 of Directors, the common health, safety, benefit, recreation, welfare and aesthetics of the Owners and to improve and maintain the Common Properties and Units 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 and any Master Developer for start-up expenses advanced by Declarant and any Master Developer. 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 this Article VI, Section 1, hereof.

Section 3. Special Assessments. Any maintenance, repair or replacement within the Common Properties arising out of or caused by the willful or negligent act of an Owner, his family, guests 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. Periodic repairs and maintenance of a Building's roof and the exterior painting of a Unit, the necessity of which has been determined by the Association, and the doing of such work has been undertaken by the Association, shall constitute a Special Assessment which shall be charged to the Unit.

Section 4. Capital Improvement and Reconstruction Assessments. 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 in 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 and any Master Developer as long as they own 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 equally among the Units.

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 Westchester Country Club Homes intended to be Common Properties and/or the Units shall commence on the day of the closing of the first Unit to be conveyed to a Unit Owner other than the Declarant or Master Developer. The pro rata portion for the month of closing shall be collected by the Seller on behalf of the Association.

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 Assessments at least thirty (30) days in advance of each Common 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 date 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 specified Unit have been paid. A properly executed certificate of the Association as to the status of the assessments against a 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 Institutional 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. The budget shall include, but not be limited to, amounts necessary to fund the various reserve accounts established by the Board of Directors, from time to time, for the periodic maintenance, repair, and replacement of improvements to the Common Properties.

Section 11. Capital Contribution. Each Unit Owner (other than a Master Developer) at the time of purchase from Declarant or a Master Developer of a Unit shall, in addition to paying his prorata share of the monthly assessment due for the month of closing, pay as a non-refundable capital contribution to the Association an amount equal to two months' assessments due the

Association hereunder. Such amount shall not be credited against future monthly assessment payments due hereunder but shall constitute a separate capital contribution which shall be received and applied for regular Association expenses.

Section 12. Liability of Declarant. Anything to the contrary herein notwithstanding, the Declarant and Master Developer shall not be liable for any assessments imposed upon Units for which they are the Owner as long as the Declarant and Master Developer pay all deficits in operation of the Association above the assessments collectible from other Unit Owners, and their respective shares of such deficit shall be based upon the number of Lots owned by each of them. In calculating such deficit, only actual current expenses (other than management fees, capital expenses and reserves) shall be included, and the Declarant and Master Developer shall not be liable for funding reserves for Units they own. Declarant or the Master Developer 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 they are the Owners, except no assessments shall be due from them 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-Payment of Assessments; Remedies of the Association. A lien is hereby imposed upon each Unit to secure the payment of all assessments now or hereafter imposed on 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 equal to the amount of the unpaid assessment. 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 Institutional Mortgagee holding a mortgage encumbering the Unit which has requested a copy of the 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 cure 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 the 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 of 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 Expenses. The Association's Lien rights shall include interest on the unpaid assessment at the highest lawful rate, plus reasonable attorneys' fees and expenses of 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 on the Unit at foreclosure sale, and credit the amount of the assessment lien, together with attorneys' fees and costs, against the amount of the bid, and to acquire and hold, lease, mortgage and convey the same.

Section 5. Curing of Default. Upon the 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 the liens of any Institutional First Mortgages, provided said Institutional First Mortgage was recorded among the Public Records of Palm Beach County, Florida, prior to the recordation of the Claim of Lien pursuant to Section 2 of this Article VII. The sale or transfer of any Unit shall not affect the assessment lien, and the remedies for the enforcement thereof, but the Unit Owner's successors in title will not be personally obligated to pay the amount of such assessment unless the successors expressly agreed to pay the same. 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 a Unit and Owner from liability for any installments of assessments thereafter becoming due or from the lien thereof, and provided that all amounts that are not collected by reason of such foreclosure or deed in lieu 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.

Section 9. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Properties; (c) any portion of the Westchester Country Club Homes which is designated and/or reserved exclusively for easements (excluding Units on which easements may be granted except if the easement granted prohibits the construction of a Building and otherwise prohibits use of the Unit as a homesite); and (d) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Florida. However, no land or improvements devoted to dwelling use shall be exempt from said assessments and the existence of an easement on any Unit shall not affect the obligation of the Owner to pay his full assessments with respect to the Unit.

## ARTICLE VIII

### ARCHITECTURAL CONTROL

Section 1. Members of Committee. The Architectural Control 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. The initial members of the Committee designated by the Declarant are Daniel C. Perez, Adelena Quevedo and W. I. Consuegra; and Daniel C. Perez is designated as Chairman of said Committee. Each of said persons shall hold office until all Units planned for Westchester Country Club Homes 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 18, of this Declaration, no building, fence, wall or other structure or improvement (including landscaping) shall be commenced, painted, erected or maintained in Westchester Country Club Homes, nor shall any exterior addition to, or change or alteration, be made, 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 Control Committee whose approval must then be approved by the Association. The Committee shall approve proposals or plans and specifications submitted for its approval only if (i) it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of Westchester Country Club Homes, as a whole, (ii) the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable, (iii) the roofs are not wood or asphalt shingles, or tar or gravel, (iv) the drives and driveways and patios are concrete, and (v) 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, and if not rejected within such 30-day period, said plans shall be deemed approved. 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 Control Committee shall not be required for any additions, changes or alterations to the Unit where such additions, changes or alterations are not visible from the outside of the Unit.

Section 3. Meetings 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 the behalf of the Committee, except the 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 connection 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 approved 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) days 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 requests 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 any 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 to Westchester Country Club Homes. 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 of 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 of this Declaration or of 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 the Association, and any decision concerning same shall not be binding until approved by the Association.

Section 9. Governmental Requirements. Nothing contained in this Declaration shall operate to excuse any Owner from complying with all building codes, rules, regulations and requirements of



any regulatory agency having jurisdiction over Westchester Country Club Homes with respect to the alteration or addition to the improvements located on his Unit. The Owner shall be required to obtain any necessary permits required in connection with his intended modification to his Unit and shall submit a copy of the same to the Architectural Control Committee. The approval by the Architectural Control Committee of an Owner's plans, or the inspection and approval of the improvements on an Owner's Unit after the work has been completed pursuant to approved plans, shall not under any circumstances constitute a representation by the Architectural Control Committee that such plans or completed improvements comply with building, zoning, environmental or any other applicable laws or regulations and shall not impose any liability on the Architectural Control Committee with respect to its approval or disapproval of any plans or completed work. It shall be the sole responsibility of the Owner to insure compliance with all laws, rules and regulations with respect to any improvements or alterations to his Unit.

#### ARTICLE IX

##### MAINTENANCE AND REPAIR OBLIGATIONS

Section 1. Maintenance and Obligations 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 Westchester Country Club Homes, at his sole cost and expense, subject to the provisions of this Declaration regarding Architectural Control 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 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 Control 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 afore-described notice shall be dispensed with, to correct such condition and to enter upon such Unit to make such repairs or to perform such maintenance, 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 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. Unit Owners shall 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 10 days prior notice to the Unit Owner. In addition to the foregoing, and notwithstanding the provisions of Article XIX, each Unit Owner whose Lot abuts the area lying between the boundary of the Lot and any lake shall be obligated to maintain, mow the grass and remove all debris from those portions of the property located between the boundary of such Lot as extended to the edge of such lake. Any amount expended by the Master Association for the maintenance of the property referred to in the preceding sentence shall be a Special Assessment to be levied against the negligent owner of the Lot. 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 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 buildings (only if such facilities have not been maintained by Westchester Community Master Association, Inc.), 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, recon-

struct, replace and refinish any paved surface on the Common Properties. All of the foregoing obligations of the Association shall be discharged when and in such 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 Unit which has suffered damage shall apply through the Association thereof for approval to the Architectural Control 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 Control Committee shall grant such approval only if upon completion of the work, the exterior appearance and design will be substantially like that which existed prior to the date of the damage. Failure of the Architectural Control Committee to act within thirty (30) days after receipt of such a 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 repair falls upon the Association, Architectural Control Committee approval will not be required prior to the commencement of such work.

Section 4. Time Limitation. The Owner or Owners of any damaged Unit, the Association and the Architectural Control 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's Exemption. Declarant and the Master Developer shall be exempt from the provisions of Sections 3 and 4 hereof.

#### ARTICLE X

#### RESTRICTIONS ON USE OF THE COMMON PROPERTIES AND UNITS

Section 1. Unit Restriction. No Unit shall be used except for residential purposes. Notwithstanding anything in this Section 1 or in this Declaration to the contrary, Declarant and Master Developer shall be entitled to use any of the Buildings and Units or any portion of the Common Properties for models, parking lots, sale offices or administrative offices during the construction and sales period on Westchester Country Club Homes, any additions thereto or any construction and sales period on property within Westchester Country Club Homes and until Declarant and Master Developer have sold all Units owned by them.

Section 2. Common Properties Restrictions. No industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Common Properties, nor shall any "For Sale" or "For Rent" signs or any window display advertising be maintained or permitted on any part thereof. This restriction shall not apply to Declarant and Master Developer in connection with its promotion, development and sale of Units in Westchester Country Club Homes. However this shall not prevent the Association from permitting portions of the Common Properties to be used for gardening by Owners in accordance with regulations established by the Board of Directors.

Section 3. Obstructions. There shall be no obstructions of the Common Properties except as specifically provided herein, nor shall anything be stored in the Common Properties without the prior consent of the Association; provided, however, that

Declarant and Master Developer may store construction materials and promotion and sales materials on the Common Properties or on any Unit owned by Declarant and Master Developer when necessary in connection with the development, construction, or marketing of Westchester Country Club Homes without the consent of the Association.

Section 4. Animal Restriction. No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept on Westchester Country Club Homes. No dog, cat or other pet may run loose (unleashed) on Westchester Country Club Homes, and such pets may be walked only in the yard appurtenant to each Townhome or Unit and not on the Common Properties unless the Board appropriates a portion of 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. Nuisances. No nuisance or noxious or offensive activity shall be carried on in any Buildings, Improvements, Unit Property or Common Properties located in Westchester Country Club Homes nor shall anything be done thereon, either wilfully or negligently which may be or become an annoyance or nuisance to any Owner. The determination of what constitutes a nuisance shall be made by the Board of Directors and its decision shall be final. In the event of any question by any Owner as to what constitutes a nuisance, the question shall be put in writing and submitted to the Board of Directors for determination.

Section 6. Trash. No rubbish, trash, garbage or other waste material shall be kept or permitted on Westchester Country Club Homes except in sealed bags placed in dumpsters which may have been placed in selected areas of the Common Properties for that purpose, and if no such dumpsters exist then only on the mornings of the scheduled days for trash pick-up may trash 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 Westchester Country Club Homes 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 fabric shall be hung, dried or aired, and no lumber, grass, shrub or tree clippings or plant, waste, metals, bulk material or scrap, refuse or trash shall be kept, stored or allowed to accumulate on any portion of Westchester Country Club Homes except within an enclosed structure appropriately screened from view. In the event that there are no trash dumpsters in the Common Properties, 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 the same must be removed on that same day and placed on the Unit Owner's property hidden from view of the Common Properties.

Section 7. Units. No Owner shall relocate, heighten, lower or otherwise move or change any fence, wall or patio adjoining or adjacent to any Common Properties.

Section 8. Antennas. No Owner shall install any exterior antenna upon any Unit or the Common Properties. No radio or shortwave operations of any kind shall be permitted to operate on Common Properties or any Unit. The Declarant and Master Developer may erect an antenna or a master antenna or a cable television antenna for the use of all the Unit Owners, and Declarant and Master Developer grant and hereby reserve easements for such purposes. The provisions contained herein are subject to the Easement and Licensing Agreement for Cable Television dated September 12, 1984, recorded in Official Record Book 4345, at Page 906, of the Public Records of Palm Beach County, Florida.

Section 9. Rules and Regulations. The Board of Directors of the Association shall adopt such rules and regulations from time to time governing the use and enjoyment of the Common Properties as the Board of Directors in its sole discretion deems appropriate or necessary, provided such rules and regulations shall not be inconsistent with the provisions contained in this Declaration, the Articles of Incorporation, or By-Laws.

Section 10. Parking and Vehicular Restriction Parking in Westchester Country Club Homes 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 Westchester Country Club Homes 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, boats or vehicles shall be permitted on any property located within Westchester Country Club Homes. The violation of this provision shall be 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 11. 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, and a Master Developer, may advertise during the construction, sale and leasing period by use of such signs, and advertising devices as the Declarant, and a Master Developer, may deem appropriate.

Section 12. Water Supply. No individual water supply system will be permitted upon any Unit except for sprinkler systems or air conditioners. Any such items not initially installed by Declarant and Master Developer must have the approval of the Architectural Control Committee.

Section 13. Sewage Disposal. No septic tank will be permitted upon any Unit except that Declarant and Master Developer shall have the right to construct septic tanks or to use existing septic tanks during the periods of construction, development and sale of the Units at Westchester Country Club Homes.

Section 14. Reflective Materials. Aluminum foil shall not be placed in any window or glass door in any Unit and shall not be visible from the exterior of the Unit. No reflective substance shall be placed on any glass of a Unit except such as may be approved for energy conservation purposes by the Architectural Control Committee.

Section 15. Pipes to be Underground. No water, gas, sewer, drainage or other type of pipe or storage tank shall be installed or maintained on any Unit above the surface of the ground, except for portable hoses for typical residential use. All such hoses shall be stored so as not to be visible from the front of any Unit. No Unit shall be used for mining, boring, exploring or removal of oil or other minerals, gravel or earth.

Section 16. Storm Shutters. No hurricane or storm shutters shall be installed in a Unit unless they shall be of the type and appearance approved by the Architectural Control Committee.

Section 17. Drainage. No changes in elevations of any property subject to this Declaration shall be made which will

cause drainage problems for adjoining property. In the event of a dispute with respect to any such change, the issue shall be submitted in writing to the Board of Directors whose decision on the same shall be final.

Section 18. 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 in 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 19. 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 Westchester Country Club Homes, either temporarily or permanently. No trailer, camper, motor home or recreation vehicle or boat shall be used as a residence, either temporarily or permanently. None of the foregoing shall be allowed to be parked in Westchester Country Club Homes.

Section 20. Declaration of Covenants, Conditions and Restrictions of Westchester. Westchester Country Club Homes is located within an area encumbered by that certain Declaration of Covenants, Conditions and Restrictions of Westchester (the "Westchester Restrictions"). Notwithstanding anything contained herein, the provisions of the Westchester Restrictions, the Articles of Incorporation of Westchester Community Master Association, Inc. ("Articles") and the By-Laws of Westchester Community Master Association, Inc. ("By-Laws") shall supersede and control this Declaration. Any conflicts between the Declaration and the Westchester Restrictions, Articles and By-Laws shall be resolved in favor of the Westchester Restrictions which are recorded in Official Records Book 3996, at Page 303, of the Public Records of Palm Beach County, Florida, the Articles and the By-Laws. 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 Westchester Country Club Homes. 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 21. Sub-Association and Sub-Declaration. The Association and the Declaration are the Sub-Association and Sub-Declaration, respectively, as defined in the Westchester Restrictions referred to in Section 20 of this Article X.

#### 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 which are payable to the Association 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 the amount necessary to effect total restoration to the Common Properties, then the Association shall cause such Common Properties or 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, Section 4, of this Declaration.

(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) 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, 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. 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 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 Workmen'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 HIS UNIT AND ON ANY IMPROVEMENTS IN HIS UNIT AS WELL AS LIABILITY INSURANCE AND INSURANCE INSURING HIS PERSONAL PROPERTY.

#### ARTICLE XIII

##### MORTGAGEE PRIVILEGES

Section 1. Liens on Mortgaged Units. Where an Institutional First Mortgagee obtains title to a Unit as a result of foreclosure or acceptance of a Deed in lieu of foreclosure, such Institutional First Mortgagee, its successors and assigns, shall not be liable for Assessments pertaining to such Unit which became due prior to the acquisition of title unless such Assessments are secured by a claim of lien which was recorded prior to the recording of such mortgage. Such unpaid assessments shall become Common Expenses collectible from all of the Unit Owners, including such acquirer, its successor and assigns.

Section 2. Sale, Lease or Mortgage of Units. An Institutional First Mortgagee holding a mortgage on a Unit who becomes an owner of that Unit through foreclosure or by Deed in lieu of foreclosure, or whomsoever shall become the acquirer of title at the foreclosure sale of an Institutional First Mortgage or the lien for Common Expenses, shall have the unqualified right to sell, lease or otherwise transfer said Unit and/or to mortgage said Unit without a prior offer to or approval of the Board of Directors.

Section 3. Priority. Except as provided in Section 1 of this Article XIII, the lien of an Institutional First Mortgage shall have the priority over the Association's lien for assessments.

Section 4. Mortgagee's Option. Institutional First Mortgagees may pay any charges which are in default and which may or have become a charge against any Unit and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for the Unit. Any Institutional First Mortgagee making such payment shall be entitled to an immediate reimbursement therefor from the Unit Owner, and to the extent of the monies so advanced, said Mortgagee shall be subrogated against the Unit Owners for the payment of such item.

Section 5. Notice. An Institutional First Mortgagee, upon request, is entitled to written notification from the Association of (a) any default in the performance by a Unit Owner whose Unit is encumbered by the Mortgage, of any obligation under this Declaration which is not cured within sixty (60) days; (b) any condemnation loss or casualty loss which affects a material portion of the Association Property or of the encumbered Unit; (c) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and (d) any proposed action which would require the consent of a specified percentage of mortgage holders.

Section 6. Declarant's Exemption. Any provision of this Declaration granting exemptions to the Declarant or Master Developer from the terms or restrictions hereof, or granting any special rights, shall likewise apply to any Institutional First Mortgagee who becomes either the successor in title to the Declarant or Master Developer or acquires title to all or any unsold Units by way of foreclosure, deed in lieu thereof, or otherwise. The provisions of this Section relating to an Institutional First Mortgagee are limited to the Lots such Mortgagee acquires title thereto.

The provisions of this Article shall apply notwithstanding anything to the contrary contained elsewhere in this Declaration.

#### ARTICLE XIV

##### ENCROACHMENTS; EASEMENTS

Section 1. Encroachments. If (a) any portion of the Common Properties encroaches upon any other portion of Westchester Country Club Homes; (b) any other portion of Westchester Country Club Homes encroaches upon the Common Properties; or (c) any encroachment shall hereafter occur as the result of (i) construction of any Building or other Improvement, including but not limited to any roof overhang, which may extend eighteen (18") inches over and into the adjoining Unit; provided the roof overhang has a gutter attached thereto to enable the water flowing from the overhang to drain on the Unit containing the 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 Westchester Country Club Homes; any repair or restoration of any Building or other Improvement or any of the Common Properties after damage by fire 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 Westchester Country Club Homes 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 Westchester Country Club Homes to use, maintain, repair, alter and replace all pipes, wires, ducts, vents, cables, conduits, utility lines, and similar



facilities in such portion. The Owners of the Units in each portion of Westchester Country Club Homes shall be subject to an easement in favor of 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 Westchester Country Club Homes and serving other portions thereof.

Section 3. Easements of Support. Whenever any structure included in the Common Properties adjoins any structure included in any other portion of Westchester Country Club Homes, each said structure shall have and be subject to an easement of support and necessity in favor of the other structure.

Section 4. Easement for Repair, Maintenance, etc. An easement running parallel to and longitudinal along the boundary line of the unbuilt portion, or the designated unbuilt portion, of each Zero Lot Line Lot, and extending four (4') feet from said boundary line, is hereby created and reserved unto the Declarant and Master Developer and all future Owners of Zero Lot Line Lots within Westchester Country Club Homes for ingress to and egress from the adjoining Zero Lot Line Lot, for the purpose of repairing, maintaining and restoring the residence situate on the adjoining Zero Lot Line Lot. The easement created herein is pursuant to Section 5 of Article VI, of the Declaration of Covenants, Conditions and Restrictions referred to in Section 20, of Article X of this Declaration.

Section 5. Construction and Sales. The Declarant and a Master Developer (and their 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.

Section 6. Association and Architectural Control Committee Easements. There is hereby reserved in favor of the Association and the Architectural Control Committee, their respective authorized agents, employees or representatives, an easement of access to each Unit for the purpose of performing any repairs, maintenance, inspections or other work as may be permitted by the terms of this Declaration to be performed by the Association or the Architectural Control Committee upon any Unit. The use of such easement shall not constitute a trespass and the Owner shall indemnify and hold the Association and the Architectural Control Committee, or the respective authorized agents, employees or representatives harmless in connection with any such entry on the Owner's Unit except for any damage caused as a result of the negligence of any such agent, employee or representative.

Section 7. Prohibition of Encroachment of Roof Overhang. Notwithstanding the foregoing provisions of Sections 1 through 6 of this Article XIV, no roof overhang shall be permitted to encroach upon any drainage or utility easements.

## ARTICLE XV

### GENERAL PROVISIONS

Section 1. Enforcement. This Declaration, the 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 proceedings by the Declarant and Master Developer, the Association or the successors-in-interest of the Associa-

tion. 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.

(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 and by law or equity with respect to nuisances either public or private shall be applicable and may be exercised by the Declarant and Master Developer 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 be 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, the Master Developer, Palm Beach County, and their respective successors and assigns, for a term of forty (40) years from the date 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.

Section 4. Interpretation. The provisions of this Declaration shall be liberally construed to affectuate its purpose of creating a uniform plan for the development of a community and for the maintenance of 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 holding not less than sixty-six and two-thirds (66-2/3%) percent of the voting power of the Class A Membership and the affirmative vote of the Class B Member (so long 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 Master Developer or a First Mortgagee, as appropriate, or affect the provisions of Section 20 of Article X, unless the Declarant and Master Developer or the Mortgagee, as the case may be, joins in such Amendment. Nothing contained herein shall affect the 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 the 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 to be 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 Westchester Country Club Homes shall be conclusively deemed to have consented and agreed to every limitation, restrictions, easement, 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 be 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 the address given by 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 from 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. Adding or Removing Property. Anything herein contained to the contrary notwithstanding, Declarant reserves the right to amend this Declaration at any time or times, without prior notice and without the consent of any person or entity, for the purpose of adding or removing certain property to and from the provisions of this Declaration. However, no property may be withdrawn without the consent of Palm Beach County and no property may be added or withdrawn without the consent of the Master Developer. Notwithstanding the rights contained in this Section, no Unit can be withdrawn from the provisions of this Declaration at any time subsequent to said Unit being sold.

Section 11. Absolute Liability. Absolute liability shall not be imposed upon Owners for damage to the Common Properties including the improvements thereon, which is caused by said Owners and occupants of Units, their families, guests or invitees. Their liability shall be limited to only that for which they are legally responsible under Florida Law.

Section 12. Approval of First Mortgagees. As long as there is any mortgage on the Property that has been purchased or for which a commitment to purchase has been issued or is committed to be issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation or Federal Housing Administration or Veterans Administration, the following actions will require either the prior written approval of two-thirds (2/3) of the holders of record of all first mortgage liens on Units within the Property or the prior approval of two-thirds (2/3) of the Owners other than the Declarant: the alienation, or encumbrance of the Common Properties by the Association; other than the granting of easements for utilities, water distribution system, cable television systems or easements for similar or related purposes; the abandonment or termination of the Association; the material change in the method used for determining the assessments charged against the Unit Owners; the waiver or abandonment of the regulations or the enforcement thereof pertaining to the architectural control of the exterior appearance and design of the Units constructed upon the Property; the termination of the Association's maintenance of fire and extended insurance coverage on the Common Properties; the use of the insurance proceeds paid to the Association as the result of damage to the Common Properties for any purpose other than the repair, replacement or reconstruction of such Common Properties. The holder of any First Mortgage on any of the Lots recorded prior to the recording of this Declaration shall be required to give its prior written approval prior to any of the actions set forth in this Section 12.

Section 13. Rights of First Mortgagees. As long as there is any mortgage on the Property that has been purchased or for which a commitment to purchase has been issued or is committed to be issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation or the Federal Housing Administration or the Veteran's Administration, the holder of record of any institutional first mortgage on any Unit shall have the right to pay the taxes or the charges which are in default against any of the Common Properties and to secure new hazard insurance coverage for the Common Properties after lapse of the existing coverage. In the event any institutional first mortgagee makes any of the aforementioned payments, such institutional first mortgagee shall be entitled to reimbursement from the Association for such payments, and the expenses of making such reimbursement shall be deemed a common expense of the Association.

Section 14. Utility Agreement. The Association and all Owners shall be subject to and shall comply with the covenants, conditions, restrictions and limitations set forth in the Utility Agreement with respect to the use and operation of the water and sewer systems described therein. The Developer shall remain responsible for the performance of the Developer's obligations under said Utility Agreement and the payment of the sums required from Developer thereunder, except as such obligations may be assigned in accordance with the terms of the Utility Agreement. However, the Association and all Owners, their guests, invitees, agents and tenants shall comply with the various restrictions and requirements for the use and operation of the water and sewer systems as set forth in the Utility Agreement. In the event of a violation of the Utility Agreement, the Developer, the Association or any Owner shall have the right to proceed at law for damages or in equity to enjoin violation of or compel compliance with the terms of the Utility Agreement. If it becomes necessary for the Developer, the Association or an Owner, as a result of a breach of the Utility Agreement, to engage the services of an attorney for enforcement of any of the provisions of the Utility Agreement, then the breaching or defaulting party shall be liable for all costs and expenses of enforcement including any attorneys' fees. In the event a lawsuit is filed, the prevailing

party in any such action shall be entitled to attorneys' fees (including at all appellate levels) and shall also be entitled to reimbursement for all expenses and court costs incurred in connection therewith. If the Developer incurs any expense, including but not limited to attorneys' fees, damages payable, court costs, repair costs, clean-up costs, construction costs, fines or other costs or expenses as a result of a breach of the Utility Agreement by the Association or a Lot Owner other than Developer, then the defaulting or breaching party shall be liable to Developer for all such costs or expenses. If the Association shall incur costs or expenses as a result of a breach of the Utility Agreement by an Owner of occupant, his family, guests, agents or tenants, then the Association shall have the right to levy a special assessment against the Unit of the defaulting or breaching party for such costs and shall have a lien therefor on the Owner's Unit, which lien may be enforced and foreclosed in accordance with the provisions of Section 4 of Article VII. The Utility Agreement referred to herein is the Agreement (Developer) dated July 24, 1984, recorded in Official Record Book 4381, at Page 1279, between Carma Developers (Florida), Inc., a Florida corporation, and Palm Beach County and Declaration of Utility Reservation Condition, Limitation And Restriction dated December 6, 1987, executed by Declarant and Adelena Quevedo, and recorded in Official Record Book 5451, at Page 1171, of the Public Records of Palm Beach County, Florida, as amended from time to time and any subsequent utility agreement affecting Westchester Country Club Homes.

**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 the 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 Properties 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 noncompliance 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 Board of Directors may impose a special assessment or assessments against the Unit owned by the Unit Owner as follows:

(i) First non-compliance or violations: a fine not in excess of Twenty-Five Dollars (\$25.00).

(ii) Second non-compliance or violation: a fine not in excess of Fifty Dollars (\$50.00).

(iii) Third and subsequent non-compliance or violation or violations which are of a continuing nature: a fine not in excess of One Hundred Dollars (\$100.00).

(d) Payment 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 and Master Developer's Exceptions in General. Declarant and its successors or assigns, including a Master Developer, 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 Westchester Country Club Homes 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 Westchester Country Club Homes established as a fully occupied community as rapidly as possible, no Owner nor the Association shall do anything to interfere with Declarant's and Master Developer'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, and Master Developer, or its or their contractors or subcontractors, from going 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 and Master Developer, deem advisable in the course of development (all models or sketches showing plans for future development of Westchester Country Club Homes may be modified by the Declarant and Master Developer at any time and from time to time, without notice); or

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

establishing Westchester Country Club Homes as a community and disposing of the same by sale, lease or otherwise; or

(c) Prevent Declarant, its successors or assigns, and Master Developer, or its or their contractors or subcontractors, from conducting on any property owned or controlled by Declarant, or its successors or assigns, and Master Developer, or its or their contractors, subcontractors, or representatives, business of developing, subdividing, grading and constructing Improvements, in Westchester Country Club Homes and of disposing of Units therein by sale, lease or otherwise; or

(d) Prevent Declarant, its successors or assigns, and Master Developer, from determining in its sole discretion the nature of any type of Improvements to be initially constructed as part of Westchester Country Club Homes; or

(e) Prevent Declarant, its successors or assigns, and Master Developer, 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 and Master Developer shall be exempt from all restrictions set forth in this Declaration to the extent such restrictions interfere in any manner with Declarant's or Master Developer's plans for construction, development, use and sale of Westchester Country Club Homes.

Section 2. Declarant's and Master Developer's Exceptions to Architectural Control. Declarant and a Master Developer 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 and/or Master Developer may elect to make, provided Declarant and/or Master Developer shall not use asphalt or wood shingles, or tar and gravel roofs; and all drives and driveways and patios shall be concrete; and each Unit shall consist of not less than thirteen hundred (1,300) square feet of living area, exclusive of garage and patio.

Section 3. Declarant's and Master Developer's Exemption from Delinquent Fees, Costs, Interest or Penalties. Declarant and Master Developer shall be exempt from the provisions of Articles 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 and Master Developer may owe to the Association.

## ARTICLE XVIII

### PALM BEACH 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.

ARTICLE XIX

THE LAKE

The Master 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 and all parties shall be prohibited from any use whatsoever of any such lake, or lakes, and no sailboats, rowboats, motorboats, canoes, rafts or boats of any kind or water skis shall be used in or on said lake or lakes; and no Unit Owner or any party shall swim in, water ski on, fish in or use said lake or lakes, and Unit Owners and other parties violating the provisions contained herein shall be trespassers. Each Member and Unit Owner by the acceptance of a Deed for a Unit, whether it shall be so expressed in such Deed, shall be deemed to have agreed to the provisions of this Article XIX, and to be bound by the provisions set forth herein. The cost of the maintenance and insurance shall be an expense of the Master Association.

Declarant has caused this Declaration to be executed on this 19<sup>th</sup> day of January, 1989.

Signed, sealed and delivered Delray, Incorporated (Seal)  
in the presence of:

Juan E. Lopez  
Cecilia Ferris

By: [Signature]  
Daniel C. Perez, President

Attest:  
[Signature]  
Fatima Fernandez, Secretary



State of Florida )  
                          ) SS:  
County of Dade )

The foregoing Declaration was acknowledged before me this 19<sup>th</sup> day of January, 1989 by Daniel C. Perez, as President, and Fatima Fernandez, as Secretary, of Delray, Incorporated, a Florida corporation, on behalf of said corporation.

[Signature]  
Notary Public, State of Florida  
at Large



My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. OCT 14, 1991  
BONDED THRU GENERAL INS. UND.



JOINDER

Westchester Country Club Homeowners' Association, Inc., a non-profit Florida corporation, hereby approves and joins in the provisions of this Declaration of Westchester Country Club Homes and the Exhibits attached hereto; and hereby agrees to accept all of the benefits, and assume all of the duties, responsibilities, obligations and burdens imposed upon it pursuant to the provisions of this Declaration and the Exhibits attached hereto.

In Witness Whereof, Westchester Country Club Homeowners' Association, Inc. has caused these presents to be executed in its name by its proper officer and its corporate seal to be affixed this 19th day of January, 1989.

Signed, sealed and delivered in the presence of:

Westchester Country Club Homeowners' Association, Inc.

*[Handwritten signatures]*

By: Daniel C. Perez, President



State of Florida  
County of Dade

Notary

The foregoing Joinder was acknowledged before me this 19th day of January, 1989, by Daniel C. Perez, as President of Westchester Country Club Homeowners' Association, Inc., a non-profit Florida corporation, on behalf of said corporation.

*[Handwritten signature]*  
Notary Public, State of Florida  
at Large

My Commission Expires:



NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. OCT 14, 1990  
BONDED THROUGH GENERAL INS. UND.

Notarized copy

JOINDER

Westchester Community Master Association, Inc., a non-profit Florida corporation, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration and the Exhibits attached thereto.

In Witness Whereof, Westchester Community Master Association, Inc. has caused these presents to be executed in its name by its proper officer and its corporate seal to be affixed this 14th day of January, 1989.

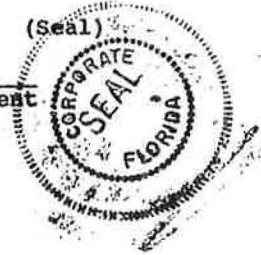
Signed, sealed and delivered in the presence of:

Westchester Community Master Association, Inc.

(Seal)

*[Handwritten signatures]*

By: Daniel C. Perez, President



State of Florida  
County of Dade

SS:

The foregoing Joinder was acknowledged before me this 14th day of January, 1989, by Daniel C. Perez, as President of Westchester Community Master Association, Inc., a non-profit Florida corporation, on behalf of said corporation.

Notary Public, State of Florida  
at Large

My Commission Expires:



NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. OCT 14, 1990  
BONDED 1000 GENERAL INS. UND.

CONSENT OF MORTGAGEE

THIS CONSENT is given this 6th day of March, 1989 on behalf of CAPITAL BANK, a Florida banking corporation ("Mortgagee"), being the owner and holder of that certain mortgage given by DELRAY, INCORPORATED, a Florida corporation ("Mortgagor") dated December 19, 1987, and recorded December 31, 1987 in Official Records Book 5532, Page 21, of the Public Records of Palm Beach County, Florida.

WHEREAS, Mortgagor has requested Mortgagee to consent to the recording of the foregoing Declaration of Covenants, Restrictions and Easements of Westchester Country Club Homes (the "Declaration"), and to subordinate the lien and effect of the Mortgage to the Declaration.

NOW, THEREFORE, Mortgagee consents to the recordation of the Declaration and agrees that the lien and effect of the Mortgage shall be subject and subordinate to the terms of the Declaration.

Mortgagee makes no warranty or any representation of any kind or nature concerning the Declaration, any of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of Westchester Country Club Homes, and does not assume and shall not be responsible for any of the obligations or liabilities of the developer contained in the Declaration or other documents issued in connection with the promotion of Westchester Country Club Homes. None of the representations contained in the Declaration or other documents shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligation on Mortgagee to any person relying thereon. Nothing contained herein shall affect or impair the rights and remedies of Mortgagee as set forth in the Mortgage or in the Declaration.

Made as of the day and year first above written.

Signed, Sealed and Delivered in the presence of:

Rosario Vargas  
Richard A. Valdes

CAPITAL BANK, a Florida banking corporation

By: Terry Laplant  
TERRY LAPLANT,  
Vice President

Attest: Mary Lu Nealey  
MARY LU NEALEY,  
ASSISTANT VICE PRESIDENT

[Corporate Seal]

STATE OF FLORIDA )  
                          ) SS:  
COUNTY OF DADE )

The foregoing instrument was acknowledged before me this 6 day of March 6, 1989, by TERRY LAPLANT and MARY LU NEALEY, as Vice President, and ASSISTANT VICE PRESIDENT, respectively, of CAPITAL BANK, a Florida banking corporation, on behalf of the corporation.

Richard J. [Signature]  
NOTARY PUBLIC, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES MAY 22, 1991  
BONDED THRU GENERAL INS. UNO.

EXHIBIT "A"

All of the property located within the Subdivision of Pipers Glen A-3, a part of Pipers Glen, a P.U.D., according to the Plat thereof recorded in Plat Book 61, at Pages 171 through 174, of the Public Records of Palm Beach County, Florida.

*This is not a certified copy*