

1 AMENDED AND RESTATED
2 DECLARATION OF COVENANTS, RESTRICTIONS and EASMENTS
3 OF
4 WESTCHESTER COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC.

5 This Declaration of Covenants, Restriction and Easements made by ~~DELRAY, INCORPORATED, a Florida~~
6 ~~corporation~~ WESTCHESTER COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC, a Florida non-profit
7 corporation, hereinafter referred to as the "Declarant".

8 WITNESSETH:

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

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

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

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

26 WHEREAS the DECLARATION OF COVENANTS, CONDITIONS, AND EASEMENTS (hereinafter referred to as
27 the DECLARATION) of the Westchester Country Club Homeowners' Association was originally made by
28 DELRAY, INCORPORATED, a Florida corporation, on the 19th day of January, 1989, and recorded in the
29 Palm Beach County Clerk's office on the 8th day of March, 1989, in ORB 5990 at page 822, creating the
30 WESTCHESTER COUNTRY CLUB HOMEOWNERS' ASSOCIATION; and

31 WHEREAS The Board of Directors of the WESTCHESTER COUNTRY CLUB HOMEOWNERS' ASSOCIATION
32 presently wishes to extend the duration of the WESTCHESTER COUNTRY CLUB HOMEOWNERS'
33 ASSOCIATION for an additional thirty (30) years, and simultaneously approve several Amendments to
34 the DECLARATION, the ARTICLES OF INCORPORATION, and the BY-LAWS of the WESTCHESTER COUNTRY
35 CLUB HOMEOWNERS' ASSOCIATION; and

36 WHEREAS The Board of Directors of the WESTCHESTER COUNTRY CLUB HOMEOWNERS' ASSOCIATION
37 wants it to be the clear understanding and expressed intent that the WESTCHESTER COUNTRY CLUB
38 HOMEOWNERS' ASSOCIATION is formed and operated under the Statutes and Laws of the State of

1 Florida, which Statutes and Laws pertain to the formation, operation, and continued existence and/or
2 termination of Homeowners' Associations, as said Statutes and Laws may be amended, modified,
3 repealed, or otherwise changed or revised, from time to time, by any and all subsequent Statutes and
4 Laws, approved by the Florida Legislature and adopted as the Law of the State of Florida.

5 **NOW THEREFORE** The Board of Directors of the **WESTCHESTER COUNTRY CLUB HOMEOWNERS'**
6 **ASSOCIATION** hereby declares that the **DECLARATION OF COVENANTS, CONDITIONS, AND EASEMENTS**
7 **(hereinafter referred to as the DECLARATION)** of the Westchester Country Club Homeowners'
8 **Association originally made on the 19th day of January 1989, and recorded in the Palm Beach County**
9 **Clerk's office on the 8th day of March, 1989, in ORB 5990 at page 822, the Articles of Incorporation**
10 **originally made on the 31st day of May, 1988, and recorded in the Palm Beach County Clerk's office on**
11 **_____ , _____ , in ORB _____ at page _____ , the By-Laws originally made _____ , 1988—, and**
12 **recorded in the Palm Beach County Clerk's office on _____ , _____ , in ORB _____ at page _____ , and**
13 **all Rules and Regulations which have already been _____ and recorded in the Palm Beach County Clerk's office**
14 **on _____ , _____ , in ORB _____ at page _____ , as all have been Amended of record from time to time,**
15 **shall be deemed extended for an additional thirty (30) years, to commence with the date of the**
16 **recording of this DECLARATION, as further Amended to read hereinafter set forth; and**

17 **The Board of Directors of the WESTCHESTER COUNTRY CLUB HOMEOWNERS' ASSOCIATION hereby**
18 **further declares that all of the real property described in Exhibit "A" attached hereto shall be held, sold,**
19 **conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants,**
20 **conditions, restrictions, reservations, liens and charges as hereinafter set forth, all of which are for the**
21 **purpose of enhancing and protecting the value, desirability and attractiveness of said real property and**
22 **to provide as uniform plan for the use and development for same. Said the easements, covenants,**
23 **conditions, restrictions, reservations, liens and charges shall run with the real property described in**
24 **Exhibit "A" attached hereto, shall be binding on all parties having and/or acquiring any right, title or**
25 **interest in the real property described herein or any part thereof, and shall enure to the benefit to each**
26 **and every person or entity, from time to time, owning or holding an interest in said real property; and**

27 **The Board of Directors of the WESTCHESTER COUNTRY CLUB HOMEOWNERS' ASSOCIATION hereby**
28 **further declares that any and all references to the "Master Developer" or "Developer", and all rights,**
29 **privileges, reservations, and powers granted to or reserved to the "Master Developer" or "Developer"**
30 **shall be deemed to have been relinquished, expired, and/or to have been terminated. All such rights,**
31 **privileges, reservations, and powers shall be deemed transferred to and held by the Board of Directors**
32 **of the WESTCHESTER COUNTRY CLUB HOMEOWNERS' ASSOCIATION; and**

33 **The Board of Directors of the WESTCHESTER COUNTRY CLUB HOMEOWNERS' ASSOCIATION hereby**
34 **further declares that the WESTCHESTER COUNTRY CLUB HOMEOWNERS' ASSOCIATION is, and shall be,**
35 **governed and operated by and under the Statutes and Laws of the State of Florida, which Statutes and**
36 **Laws pertain to the formation, operation, and continued existence and/or termination of Homeowners'**
37 **Associations, as said Statutes and Laws may be amended , modified, repealed, or otherwise changed or**
38 **revised, from time to time, by any and all subsequent Statutes and Laws, approved by the Florida**
39 **Legislature and adopted as the Law of the State of Florida.**

1 ARTICLE I
2 DEFINITIONS

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

- 5 A. "Articles" shall mean and refer to the Articles of Incorporation of Westchester Country
6 Homeowners' Association, Inc., a non-profit Florida corporation, all exhibits which are attached
7 thereto and made part thereof, and shall include such amendments, if any, as may be adopted
8 from time to time pursuant to the terms thereof.
- 9 B. "Association" shall mean Westchester Country Club Homeowners' Association, Inc., a non-profit
10 Florida corporation, its successors and assigns.
- 11 C. "Board" shall mean the Board of Directors of the Association which shall be responsible for the
12 operation of the affairs of the Association.
- 13 D. "Building" shall mean any building not located on the Common Properties.
- 14 E. "By-Laws" shall mean and refer to the By-Laws of Westchester Country Club Homeowners'
15 Association, Inc., all exhibits which are attached thereto and made part thereof, and shall
16 include such amendments, if any, as may be adopted from time to time pursuant to the terms
17 thereof.
- 18 F. "Capital Improvement Assessment" shall mean a charge against each Owner and his Unit,
19 representing a portion of the costs incurred by the Association for installation or construction of
20 any Improvements on any portion of the Common Properties which the Association may from
21 time to time authorize.
- 22 G. "Common Assessment" shall mean the charge against each Owner and his Unit, representing a
23 portion of the total costs incurred by the Association in owning, maintaining, improving,
24 repairing, replacing, insuring, managing and operating the Common Properties.
- 25 H. "Common Expense" shall mean the actual and estimated costs of ownership, maintenance,
26 management, operation, insurance, repair and replacement of the Common Properties
27 (including unpaid Special Assessments, Reconstruction Assessments, and Capital Improvements
28 Assessments); the costs of any and all commonly metered utilities; and other commonly
29 metered charges for the Common Properties; costs of management and administration of the
30 Association, including, but not limited to, compensation paid the Association to managers,
31 accountants, attorneys and other employees; costs of all utilities, gardening and other services
32 benefitting the Common Properties, and all recreational facilities thereon; costs of fire, casualty
33 and liability insurance, workman's compensation insurance, and other insurance covering or
34 connected with the Common Properties; costs of bonding the members of the Board and
35 Management Company; taxes paid by the Association, including real property taxes for the
36 Common Properties; amounts paid by the Association for the discharge of any lien or
37 encumbrance levied against the Common Properties, or portions thereof, costs of any item or
38 items so designated by, or in accordance with other expenses incurred by, the Association for
39 any reason whatsoever in connection with the Common Properties for the benefit of the
40 owners. Without limiting the generality for the foregoing, all expenses incurred in connection
41 with the maintenance of the water drainage systems within Westchester Country Club Homes,
42 (whether or not such systems and any and all parts thereof are now or hereafter conveyed to
43 the Association), shall be Common Expenses (and all obligations of the Declarant in connection

1 therewith are hereby specifically assumed by the Association and shall be fully performed by the
2 Association from and after the date this Declaration is recorded). The Association shall
3 maintain, repair, and replace all lights, including fixtures and bulbs, located on the Common
4 Properties and pay for all electricity used thereon.

5 I. "Common Properties" shall mean those portions of Westchester Country Club Homes which are
6 declared as being Common Properties in this Declaration or in any Supplemental Declaration
7 hereafter made by the Declarant. The Common Properties are for the common use and
8 enjoyment of the Unit Owners. The Common Properties are hereby declared to be all portions
9 of the Property described in Exhibit "A" which are dedicated to the Association, and any
10 property now or hereafter conveyed to the Association, less and except the portioned thereof
11 conveyed or held for conveyance by the Declarant to the Owners.

12 J. "Declarant" shall mean and refer to ~~Delray, Incorporated, a Florida corporation, and its~~
13 ~~successors and assigns. "Declarant" and "Developer" shall be used herein and in the By Laws~~
14 ~~and Articles interchangeably. Westchester Country Club Homeowners' Association, Inc., a~~
15 ~~Florida non-profit corporation.~~

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

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

21 M. "Improvement" shall mean all structures or artificially created conditions and appurtenances
22 thereto of every type and kind located on the Common Properties in Westchester Country Club
23 Homes, including, but not limited to, buildings, outbuildings, walkways, sprinkler pipes, electric
24 meters, lighting fixtures, light bulbs, roads, driveways, parking areas, fences, screening walls,
25 retaining walls, decks, landscaping hedges, windbreaks, plantings, planted trees and shrubs,
26 poles, signs, and exterior air-conditioning and water softener fixtures or equipment, if any.

27 N. "Institutional Mortgagee" shall mean ~~the Declarant and a Master Developer, and~~ a bank, savings
28 and loan association, a private mortgage company, the Federal National Mortgage Association,
29 an insurance company or union pension fund authorized do business in the United States of
30 America, an agency of the United States Government, a real estate investment trust, the
31 Government National Mortgage Association, the Federal Loan Mortgage Corporation, the
32 Federal Housing Administration/Veterans Administration or a Lender generally recognized in the
33 community as an "institutional type" lender, provided said "Institutional Mortgagee" hold a first
34 mortgage on a Lot. In case of question, the Declarant may determine, in its sole discretion, who
35 is an Institutional Mortgagee. The term "Institutional First Mortgagee" as used in this
36 declaration shall have the same meaning as "Institutional Mortgagee".

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

40 P. "Management company" shall mean the person, firm or corporation employed by the
41 Association hereunder as its agent to assist in fulfilling or carrying out certain duties, powers or
42 functions of the Association.

- 1 Q. "Master Association" shall mean the ~~Westchester Country Club Homeowners' Association, Inc.~~
2 Westchester Community Master Association, Inc., a non-profit Florida corporation, its
3 successors and assigns.
- 4 R. ~~"Master Developer" shall mean the person, firm or corporation who is the owner of, or has an~~
5 ~~agreement to purchase, in the aggregate, seventy-five (75) Lots located within Westchester~~
6 ~~Country Club Homes.~~ [Intentionally left blank]
- 7 S. "Member" shall mean any person or entity holding a membership in the Association as
8 provided herein.
- 9 T. "Owner" shall mean and refer to the person or persons or legal entity or entities, including
10 Declarant, ~~and Master Developer~~ holding fee simple interests of record to any Unit, including
11 sellers under executory contracts of sale, but excluding those having such interests merely as
12 security for the performance of an obligation. For purposes of Article X only, unless the context
13 otherwise requires, Owner shall also include the family, invitees, licensees, lessees and
14 sublessees of any Owner, and any other permitted occupant of a Unit.
- 15 U. "Person" shall mean a natural individual or any entity with the legal right to hold title to real
16 property
- 17 V. "Reconstruction Assessment" shall mean a charge against each Owner and his Lot and Unit,
18 representing a portion of the cost incurred by the Association for reconstruction of any portion
19 or portions of the Improvements located on the Common Properties pursuant to the provisions
20 of Declaration.
- 21 W. "Recreational Facilities" shall mean any pool or cabana, or the like constructed within
22 Westchester Country Club for the use and benefit of all the Unit Owners, their guests and
23 invitees.
- 24 X. "Special Assessment" shall mean charges against one or more Owners and their Units, directly
25 attributable to such Owner(s), equal to the cost incurred by the Association in connection with
26 the enforcement of this Declaration against such Owner(s).
- 27 Y. "Supplemental Declaration" or "Amended Declaration" shall mean declaration of covenants,
28 restrictions and easements which may be recorded by Declarant for the purpose of
29 supplementing or amending this Declaration.
- 30 Z. "Units" shall mean any type of detached single family residential building which is subject to
31 exclusive ownership. In addition, the definition of "Unit" shall include all of the land appurtenant
32 to the Unit and which is owned by the Owner or the residential unit as shown on the Plat of
33 Pipers Glen A—3, Recorded in Public Records of Palm Beach County, or any replat or replats
34 thereof.
- 35 AA. "Unit Owner" means the owner of a Lot located within the Property.

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

38 **ARTICLE II**
39 **OWNER'S PROPERTY RIGHTS**

40 Section 1. Owner's Easements of Enjoyment. Every owner shall have a non-exclusive,
41 common right and easement of ingress and egress and of enjoyment in, to and over, and use of, the

1 Common Properties which shall be appurtenant to and shall pass with title to every Unit and which will
2 inure to the benefit of the Owner, his family, guests and tenants, subject to the following:

- 3 (a) The right of the Association to reasonably limit the number of guests or invitees of Owners using
4 the Common Properties.
- 5 (b) The right of the Association to establish uniform rules and regulations pertaining to the use of
6 the Common Properties, the Units and improvements thereof, including, but not limited to, the
7 right and obligation of the Association to enforce all parking restrictions within the Common
8 Properties as set forth in Section 3 of this Article II and Sections 10 and 19 of Article X hereof.
- 9 (c) The right of the Association to charge uniform and reasonable admission and other fees for the
10 use of the recreational facilities constructed upon the Common Properties, if desired.
- 11 (d) The right of the Association, in accordance with its Articles of Incorporation, By—Laws and this
12 Declaration, with the vote or written assent of two—thirds (2/3rds) of ~~each class voting~~
13 Members, and the Institutional Mortgagee holding a lien on the greatest number of Lots, to
14 borrow money for the purpose of improving the Common Properties and facilities and, in aid
15 thereof, to mortgage pledge or hypothecate any or all of its real or personal property as security
16 for money borrowed or debts incurred, provided that the rights of such mortgagee shall be
17 subordinate to the use rights of Owners.
- 18 (e) The right of the Association to suspend an Owners voting rights, under Florida Statute Title XL,
19 Chapter 720 sub-section 305(4), as may be amended from time to time, and his or her right to
20 use the Common Properties (except means to ingress and egress), under Florida Statute Title
21 XL, Chapter 720 sub-section 305(3), as may be amended from time to time, for any period during
22 which any Assessment against his Unit remains unpaid and delinquent; and the right of the
23 Association to suspend such rights for a period not to exceed thirty (30) days for any single
24 infraction of the published rules and regulations of the Association, provided that suspension of
25 such voting rights or right to use the Common Properties shall be made only by the Board of
26 Directors of the Association after Notice and Hearing.
- 27 (f) ~~The right the Association, after such time as the Declarant has conveyed to any of the Common~~
28 ~~Properties to the Association, and thereto the right of the Declarant to dedicate, release,~~
29 ~~alienate or transfer all or any part of the Common Properties to any public agency, authority or~~
30 ~~utility for such purposes and subject to such conditions as may be agreed by Members. No such~~
31 ~~dedication; release, alienation or transfer shall be effective unless approved by Members~~
32 ~~entitled to cast two—thirds (2/3rds) of the voting power of the Class A Members, and by the~~
33 ~~Class B Member, if any. [intentionally left blank]~~
- 34 (g) ~~The right of the Declarant and Master Developer (and its sales agents, customers and~~
35 ~~representatives) to the non—exclusive use of the Common Properties and the facilities thereof,~~
36 ~~without charge, for sales, display, access, construction, ingress, egress and exhibit~~
37 ~~purposes. [intentionally left blank]~~
- 38 (h) The right of the Association, (by action of the Board) to reconstruct, replace ~~or,~~ refinish or
39 refurbish any improvement or portion thereof upon the Common Properties, in accordance with
40 the original design, finish or standard construction of such Improvement, or of the general
41 improvements within the Common Properties, as the case may be. ~~Until such time as title to the~~
42 ~~Common Properties is conveyed to the Association, the foregoing shall require the approval of~~
43 ~~the Declarant.~~

- 1 (i) The right of ~~the Declarant or~~ the Association to relocate any existing easements in the Common
2 Properties and to grant access easements on the Common Properties as ~~Declarant or~~ the
3 Association may deem necessary or desirable in connection with the development or the
4 operation of Westchester Country Club or other vegetation and to plant trees, shrubs and
5 ground cover upon any portion of the Common Properties.
6 (k) The rights of the Unit Owners, their tenants, guests and invitees.
7 (l) The rights, restrictions and provisions set forth in the Westchester Restrictions (See Article X,
8 Section 20 below).

9 ~~Anything to the contrary herein notwithstanding, no action authorized in Paragraphs (a), (c), (d), or (f)~~
10 ~~above shall be taken without the prior written consent of the Declarant and Master Developer as long as~~
11 ~~the Declarant and Master Developer own any Lot.~~

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

26 Section 3. Easements for Vehicular Traffic. In addition to the general easements for use of the
27 Common Properties reserved herein, there shall be, and Declarant hereby reserves and covenants for
28 itself and all future Owners within Westchester Country Club Homes that each and every Owner shall
29 have a non-exclusive easement appurtenant to his Unit for vehicular traffic over all private streets
30 within the Common Properties. All Common Properties are reserved by Declarant, its successors and
31 assigns, for use by any individual or entities who may from time to time be granted the right to use same
32 by the Declarant whether on a temporary or permanent basis.

33 Section 4. Easements for County and Private Utility Use. In addition to the foregoing easements
34 over the Common Properties, there shall be, and Declarant hereby reserves and covenants for itself and
35 all future Owners within Westchester Country Club Homes, easements for county and private and public
36 utility services, including, but not limited to, the right of the police and fire departments to enter upon,
37 any part of the Common Properties for the purpose of enforcing the law, and the right of all utility
38 companies to install and equipment and facilities.

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

1 Section 6. Title to the Common Properties. The Declarant may from time to time elect to convey
2 title to some or all of the Common Properties to the Association subject to the easements, conditions,
3 restrictions and reservations contained herein.

4 Section 7. Access Easements. Declarant ~~and Master Developer~~ reserve unto ~~themselves itself~~
5 and ~~their its~~ successors and assigns perpetual non-exclusive easements of ingress and egress over and
6 across the private streets constructed on the Common Properties from time to time.

7 Section 8. Drainage and Water Sewer Systems. The obligations of the Association to maintain
8 the drainage systems within Westchester Country Club Homes, except for such portion of said systems
9 as lie within the boundaries of Units, are hereby specifically assumed and shall be fully performed by the
10 Association and its successors from and after the date this Declaration is recorded; such obligations shall
11 be satisfied in a continuous and satisfactory manner (whether or not said systems and any and all parts
12 thereof are now or hereafter conveyed to the Association). With respect to the drainage systems, the
13 requirements of applicable governmental authority shall be complied with and no changes be made in
14 the drainage systems without the prior written consent of the Declarant and such authority or its
15 successor function. The provisions of this Section 8 may not be amended without prior written consent
16 of the Declarant, and, with respect, to those provisions relating to drainage, of said authority.

17 Section 9. Easement for Access to Lake. Declarant ~~and Master Developer~~ reserve unto
18 ~~themselves itself~~ and ~~their its~~ successors and assigns perpetual and non-exclusive easements of ingress
19 and egress over and across the Common Properties and the unimproved portions of Lots to and from
20 any Lake which abuts the same.

21

22 ARTICLE III
23 MEMBERSHIP IN THE ASSOCIATION

24 ~~The Declarant and every~~ Every Owner shall be members of the Association. Owners shall automatically
25 become members upon receiving a deed to a Unit. Membership in the Association shall not be
26 assignable, except to the successor-in-interest of the Owner, and every Membership of an Owner in the
27 Association shall be appurtenant to and may not be separated from the Unit. Ownership of such Lot and
28 Unit shall be the sole qualification for Membership of an Owner in the Association. The foregoing is not
29 intended to include persons or entities who hold an interest merely as security for the performance of
30 an obligation.

31

32 ARTICLE IV
33 VOTING RIGHTS

34 Section 1. Classes of Voting Membership. The Association shall have ~~two (2) classes~~ one (1) class
35 of voting Members as follows:

36 Class A. Class A Members shall ~~originally~~ be all Owners ~~with the exception of Declarant for so~~
37 ~~long as there exists a Class B Membership. Declarant shall become a Class A Member with~~

1 regard to Units owned by Declarant upon termination of Declarant's Class B Membership as
2 provided below.

3
4 ~~Class B. The only Class B Member shall be Declarant. The Class B Member shall be entitled to one (1)
5 vote for each Unit it owns, plus two (2) votes for each Class A Vote, provided that the Class B
6 Membership shall cease and be converted to Class A Membership upon the first to occur of the
7 following events:~~

- 8 ~~(1) Four (4) months after seventy five percent (75%) of the Units in Westchester Country
9 Club Homes are constructed and conveyed to Unit Owners; or
10 (2) Three (3) years following conveyance of the first Unit to a Unit Owner; or
11 (3) Thirty (30) days after Declarant elects to terminate the Class B Membership.~~

12
13 ~~(Whereupon the Class A Members shall assume control of the Association and elect the Board) The
14 Association, prior to passage of control of the Association by Declarant, shall not be bound either
15 directly or indirectly to contracts or leases (including a Management contract) unless there is a right of
16 termination of any such contract or lease, without cause, which is exercisable without penalty at any
17 after transfer of control upon not more than (90) days' notice to the other party.~~

18 Section 2. Vote Distribution. Class A Members shall be entitled to one (1) vote for each Unit
19 in which they hold the interest required for Membership. When more than one person holds interest or
20 interests in any Unit, ("Co-Owner"), all such Co-Owners shall be Members and may attend any meetings
21 of the Association but only one such Co-Owner shall be entitled to exercise the vote to which the Unit is
22 entitled. Such Co-Owners may from time to time all designate in writing one of their number to vote.
23 Fractional votes shall not be allowed, and the vote for each Unit shall be exercised, if at all, as a unit.
24 Where no voting Co-Owner is designated or if such designation has been revoked, the vote for such Unit
25 shall be exercised as the majority of the Co-Owners of the Unit mutually agree. Unless the Board
26 receives a written objection from a Co-Owner, it shall be presumed that the appropriate voting Co-
27 owner acting with the consent of his or her other Co-owner. No vote shall be cast for any Unit where the
28 majority of the Co-owners cannot agree upon said vote or other action. The non-voting Co-Owner or Co-
29 Owners shall be jointly and severally responsible for all of the obligations imposed upon the jointly
30 owned Unit and shall be entitled to all other benefits of Ownership. All agreements and determinations
31 lawfully made by the Association in accordance with the voting percentage established herein, or in the
32 By-Laws of the Association, shall be binding on all Co-Owners, their successors and assigns. Said voting
33 rights shall be subject to the restrictions and limitations provided in this Declaration, any Supplemental
34 Declaration and in the Articles of Incorporation and By-Laws of the Association. If a Unit is owned by a
35 corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed
36 by an appropriate officer of the corporation and filed with the Secretary of the Association.

37
38 ARTICLE V
39 DUTIES AND POWERS OF ASSOCIATION

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

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- 1 (a) Maintain, repair and otherwise manage the Common Properties and all Improvements
2 thereon in accordance with the provisions of this Declaration.
- 3 (b) Maintain and operate all private streets, the internal roadway, and the ~~guardhouse~~
4 gatehouse, if any, and recreational area, within the Common Properties, including cleaning
5 and periodic resurfacing.
- 6 (c) Obtain, for the benefit of the Common Properties, all commonly metered water, sanitary
7 sewage and electric services, and provide for all refuse collection, and cable or master
8 television service (if any) or Internet Service Provider, as necessary.
- 9 (d) Grant easements, rights of way or strips of land, where necessary for utilities, and sewer
10 facilities and other services over the Common Properties to serve the Common Properties
11 and other portions of Westchester Country Club Homes.
- 12 (e) Maintain such policy or policies of liability, casualty, extended coverage and fire insurance
13 with respect to the Common Properties and personal property located thereon or used in
14 connection therewith, if any, owned by the Association or the Declarant as provided herein
15 in furthering the purposes and protecting the interests of the Association and Members and
16 as directed by this Declaration and the By-Laws of the Association.
- 17 (f) Employ or contract with a Management Company (which may be an affiliate of Declarant) to
18 perform all or any part of the duties and responsibilities of the Association, and delegate, at
19 the option of the Board, its power to committees, officers and employees.
- 20 (g) Install and maintain security devices, detectors and communications facilities, and employ
21 or contract for employment of security services, guards and watchmen for the Common
22 Properties, if desired.
- 23 (h) Take such other action which the Board shall deem advisable with respect to Westchester
24 Country Club Homes as may be permitted hereunder or under law.
- 25 (i) Maintain the exterior surfaces of the Units including, although not limited to, the walls,
26 roofs, pipes and utility conduits when this Declaration creates the obligation on behalf of
27 the Association or when the Unit Owner fails to maintain same after the Board has
28 determined the necessity of such maintenance and has given the Owner written notice of
29 not less than ten (10) days, nor more than thirty (30) days, or to the Units when the
30 obligation to same has been delegated to the Association by this Declaration. Any
31 assessment incurred as a result of the obligation set forth in this sub—paragraph shall be a
32 Special Assessment. Nothing herein contained shall obligate the Association to do and
33 perform any of the duties and functions herein referred to.
- 34 (j) Pay the insurance, taxes, maintenance, repair and replacement expenses necessary in
35 connection with the Common Properties or to the Units as case may be.
- 36 (k) The Association shall, as prescribed under Florida Statute Title XL, Chapter 720, sub-section
37 303 (5), as may be amended from time to time, make available to Unit Owners and
38 Institutional Mortgagees, and to holders, insurers or guarantors of any first mortgage,
39 current copies of the Declaration, By-Laws, other rules concerning Westchester Country
40 Club Homes, and the books, records and financial statements of the Association. “Available”
41 means available for inspection, upon request, during normal business hours or under other
42 reasonable circumstances.
- 43 (l) The Association shall maintain fidelity bond coverage or fidelity insurance (covering
44 specified officers, directors or employees as may be necessary), as specified by Federal

1 National Mortgage Association. The fidelity bond coverage or fidelity Insurance shall extend
2 to and cover such Management firm as may be employed by the Association.
3 (m) The Association may grant licenses, permits and engagements over the Common Properties
4 for public and private utilities, cable and Internet Service Providers, roads, and other
5 purposes reasonably necessary or useful for the proper maintenance or operation of the
6 project.

7 ARTICLE VI
8 COVENANT FOR ASSESSMENTS

9 Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Unit
10 now or hereafter owned by it within Westchester Country Club Homes, hereby covenants, and each
11 Owner of any such Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such
12 deed, is deemed to covenant and agree, to pay to the Association (1) annual Common Assessments for
13 Common Expenses, (2) Capital Improvement Assessments, (3) Special Assessments, and (4)
14 Reconstruction Assessments; all such assessments to be imposed and collected as hereinafter provided.
15 The obligation of Units for their respective assessments shall commence when the title to the Unit is
16 sold and conveyed to the Unit Owner.

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

25 Section 2. Common Assessments. The assessments levied by the Association shall be used
26 exclusively to promote, in the opinion of the of Directors, the common health, safety, benefit,
27 recreation, welfare and aesthetics of the Owners and to improve and maintain the Common Properties
28 and Units as provided herein. Disbursements shall be made by the Board of Directors for such purposes
29 as are deemed necessary for the discharge of its responsibilities herein for the common benefit of the
30 Owners ~~and to reimburse the Declarant and any Master Developer for start—up expenses advanced by~~
31 ~~Declarant and any Master Developer.~~ All Common Assessments shall be collected monthly, provided
32 that if not paid when due, all such monthly installments may be accelerated and shall thereupon be due
33 in one lump sum. All Common Expenses shall be assessed exclusively among the Units which are subject
34 to Assessment pursuant to this Article VI, section 1, hereof.

35 Section 3. Special Assessment. Any maintenance, repair or replacement within the Common
36 Properties arising out of or caused by the willful or negligent act an Owner, his family, guests or invitees,
37 shall be effected at said Owner's expense and a Special Assessment therefor shall be made against his
38 Unit, unless proceeds of insurance are expected by collected by the Association with respect thereto.
39 The Association may, in addition, levy Special Assessments against selected Owners who have caused
40 the Association to incur special expenses due to willful or negligent acts of said Owners, their guests or
41 agents, or otherwise. Periodic repairs and maintenance of a building's roof and the exterior painting of a

1 Unit, the necessity of which has been determined by the Association, and the doing, of such work has
2 been undertaken by the Association, shall constitute a Special Assessment which shall be charged to the
3 Unit.

4 Section 4. Capital Improvement and Reconstruction Assessments. In addition to the Common
5 Assessment authorized above, the Board of Directors of the Association may levy, in any assessment
6 year, a Capital Improvement Assessment or Reconstruction Assessment applicable to that year only for
7 the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or
8 replacement of a Capital Improvement or other such addition, upon the Common Properties, including
9 fixtures and personal property related thereto; provided that, ~~if the annual gross amount for all any such~~
10 ~~assessment exceeds ten percent (10%) of the total annual assessment, less the amount collected for the~~
11 ~~reserves, the gross assessment before allocation to the individual Unit Owners in excess of Five~~
12 ~~Thousand Dollars (\$5,000.00) Ten Thousand Dollars (\$10,000.00), the Capital Improvement Assessment~~
13 shall require the vote or written assent of a ~~fifty percent plus 1 (50% + 1)~~ majority of the votes of
14 Members who are subject to such Assessments. ~~No action authorized in this Section 4 shall be taken~~
15 ~~without prior written consent of the Declarant and any Master Developer as long as they own any Unit.~~

16 Section 5. Notice for any Action Authorized Under Section 4. Written notice of any meeting
17 called for the purpose of taking any action by the Members authorized under Section 4 above shall be
18 sent to all Members not less than ten (10) days, nor more than thirty (30) days, in advance of the
19 meeting. If the required quorum is not present, such meeting may be rescheduled subject to the same
20 notice requirement. No Such subsequent meeting shall be held more than sixty (60) days following the
21 preceding scheduled meeting.

22 Section 6. Rate of Assessments. Common Assessments, Capital Improvement Assessments and
23 Reconstruction Assessments provided for in this Article VI shall be allocated and assessed equally among
24 Units.

25 Section 7. Date of Commencement of Association's Obligation for Collection of Common
26 Assessments. The obligation of the Association to collect the Common Assessments applicable to each
27 portion of Westchester Country Club Homes intended to be Common Properties and/or the Units shall
28 commence on the day of the closing of the first Unit to be conveyed to a Unit Owner ~~other than the~~
29 ~~Declarant or Master Developer.~~ The pro rata portion for the month of closing shall be collected by the
30 Seller on behalf of the Association.

31 Section 8. Date of Commencement of Common Assessments; Due Date. The first annual
32 Common Assessment shall be adjusted according to the number of months remaining in the fiscal year
33 as set forth in the in the By-Laws. The Board of Directors shall fix the amount of the annual Common
34 Assessment against each Unit subject to the Assessments at least thirty (30) days in advance of each
35 Common Assessment period. Written notice of any change in the amount of the annual Common
36 Assessment shall be sent to every Owner subject thereto at least thirty (30) days prior to the effective
37 date of such change. The due date shall be established by the Board of Directors.

38 Section 9. Certificate of the Association as to the Status of Assessments. The Association shall,
39 upon demand, and for a reasonable charge, furnish a certificate signed by an officer or agent of the
40 Association setting forth whether the assessments on a specified Unit have been paid. A properly

1 executed certificate of the Association as to the status of the assessments against a Unit is binding upon
2 the Association as of the date of its issuance.

3 Section 10. Annual Balance Sheet prepared by the Board of Directors. The Board Of Directors
4 shall cause to be prepared an annual balance sheet and operating statement reflecting income and
5 expenditures of the Association for each fiscal year, and shall cause to be distributed a copy of each such
6 statement to each Member, and each Institutional Mortgagee who has filed a written request for copies
7 of the same with the Board of Directors, in the manner provided in the By-Laws of the Association. At
8 least thirty (30) days prior to the beginning of each fiscal year, the Board of Directors shall prepare and
9 distribute to the Membership of the Association a written estimate (budget) of the expenses to be
10 incurred by the Association during such year in performing its functions under this Declaration. The
11 budget shall include, but not be limited to, amounts necessary to fund the various reserve accounts
12 established by the Board of Directors, from time to time, for the periodic maintenance, repair, and
13 replacement of improvements to the Common Properties

14 Section 11. Capital Contribution. Each Unit owner ~~(other than a Master Developer)~~ at the time of
15 purchase ~~from Declarant or a Master Developer~~ of a Unit shall, in addition to paying his prorata share of
16 the monthly assessment due for the month of closing, pay a non—refundable capital contribution to the
17 Association an amount equal to two months assessment due the Association hereunder. Such amount
18 shall not be credited against future monthly assessment payments due hereunder but shall constitute a
19 separate capital contribution which shall be received and applied for regular Association expenses.

20 Section 12. Liability of Declarant. ~~Anything to the contrary herein notwithstanding, the Declarant
21 and Master Developer shall not be liable for any assessments imposed upon Units for which they are the
22 Owner as long as the Declarant and Master Developer pay all deficits in operation of the Association
23 above the assessments collectible from other Unit Owners, and their respective shares of such deficit
24 shall be based upon the number Lots owned by each of them. In calculating such deficit, actual current
25 expenses (other than management fees, capital expenses and reserves) shall be included, and the
26 Declarant and Master Developer shall not be liable for funding reserves for Units they own. Declarant or
27 the Master Developer may at any time and from time to time be relieved of obligations to fund deficits
28 by electing, for any assessment period or periods, to pay assessments imposed on Units for which
29 they are the Owners, except no assessments shall be due from them for any Unit until a certificate of
30 occupancy is issued therefor. [intentionally left blank]~~

31 ARTICLE VII

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

33 Section 1. Effect of Non-Payment of Assessments; Remedies of the Association. A lien is hereby
34 imposed upon each Unit to secure the payment of all assessments now or hereafter imposed on the
35 Unit by the Association. Any installment of a Common Assessment, Capital Improvement Assessment,
36 Special Assessment or Reconstruction Assessment paid within ten (10) days after the due date shall bear
37 interest from the due date of such installment at the highest lawful rate then applicable. If any
38 installment of an assessment is not paid within thirty (30) days after it is due, the Owner responsible
39 therefor may be required by the Board of Directors to pay a late charge equal to the amount of the
40 unpaid assessment. The Association may bring an action at law against the Owner(s) personally
41 obligated to pay the same, or foreclose a lien against the Unit or both. No Owner may waive or

1 otherwise escape liability for the assessments provided for herein by non—use of the Common
2 Properties or abandonment of his Unit. If any installment of a Common Assessment is not paid within
3 thirty (30) days after its due the Board may mail an acceleration notice to the owner and to each
4 Institutional Mortgagee holding a mortgage encumbering the Unit which has requested a copy of the
5 notice. The notice shall specify (1) the fact that the installment is delinquent, (2) the action required to
6 cure the default, (3) a date, not less than thirty (30) days from the date the notice mailed to the Owner,
7 which such a default must be cured, (4) that failure to cure the default on or before the date specified in
8 the notice shall result in acceleration of the balance or the installments of the Common Assessments for
9 the then current fiscal year, and (5) that the Association may foreclose the lien against the Unit for all
10 sums then due and owing to the Association in accordance with the provisions of this Declaration. The
11 notice shall further inform the Owner of his right to cure after acceleration and to bring a court action to
12 assert the non-existence of a default or any other defense of the Owner to acceleration and sale. If the
13 delinquent installments of Common Assessments and any charges thereon are not paid in full on or
14 before the date specified in the notice, the Board at its option may declare all of the unpaid balance of
15 all applicable assessments to be immediately due and payable without further demand and may enforce
16 the collection of the full assessments and charges thereon in any manner authorized by law and this
17 Declaration by Lien Foreclosure in the manner provided for herein, or otherwise.

18 Section 2. Claim of Lien. No Claim of Lien shall be valid, enforceable, or subject to foreclosure
19 unless and until the Notice as provided for in Section 1 above has been given to the Unit Owner and
20 until at least thirty (30) days have expired following the recording of a Claim of Lien in the Public Records
21 of Palm Beach County, Florida, against any delinquent Owner's Unit.

22 Section 3. Collection Expense. The Association's Lien rights shall include interest on the unpaid
23 assessment at the higher lawful rate, plus reasonable attorneys' fees and expenses of collection.

24 Section 4. Foreclosure Sale. The assessment lien set forth herein may be foreclosed in the
25 same manner as mortgages are foreclosed under Florida law. The Association, through duly authorized
26 agents, shall have the power to bid on the Unit at foreclosure sale, and credit the amount of the
27 assessment lien, together with attorneys' fees and costs, against the amount of the bid, and to acquire
28 and hold, lease, mortgage and convey the same.

29 Section 5. Curing of Default. Upon the timely curing of any default for which a Claim of Lien
30 was filed by the Association, an officer thereof shall record an appropriate Release Of Lien upon
31 payment by the defaulting Owner of a fee to cover the cost of preparing and recording such release.

32 Section 6. Certificate Issued by Board or Management Company as to a Lien Indebtedness upon a
33 Unit. A certificate executed and acknowledged by any two (2) Members of the Board or by the
34 Management Company stating the indebtedness secured by the lien upon any Unit created hereunder
35 shall be conclusive upon the Association and the Owners as to the amount of such indebtedness as of
36 the date of the certificate with respect to all persons who rely thereon in good faith. Such certificate
37 shall be furnished to any Owner upon request at a reasonable fee, not to exceed ~~Ten Dollars (\$10.00)~~
38 Twenty Dollars (\$20.00).

39 Section 7. Cumulative Remedies. The assessment liens and the rights to foreclosure and sale
40 thereunder shall be in addition to and not in substitution for all other rights and remedies which the

1 Association and its assigns may have hereunder and under law, including a suit to recover money
2 judgment for unpaid assessment as above provided.

3 Section 8. Priority of the Association's Lien Relative to Mortgages. A Unit Owner is jointly and
4 severally liable with the previous Unit Owner for all unpaid assessments, interest, late fees, and attorney
5 and paralegal fees and costs that came due up to the time of transfer of title. The term "previous Unit
6 Owner" shall not include the Association if the Association acquires title to a Unit by foreclosure or by
7 deed in lieu of foreclosure.

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

- 12 1. The Unit's unpaid common expenses and regular periodic or special assessments that
13 accrued or became due during the twelve (12) months immediately preceding the
14 acquisition of title for which payment in full has not been received by the Association; or
- 15 2. One (1%) percent of the original mortgage debt.

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

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

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

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

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

32 All amounts that are not collected by reason of a first mortgage foreclosure or deed in lieu shall
33 be deemed a Common Assessment and shall be collectible as such from all Units, including the Unit
34 which is the subject of the first mortgage foreclosure or deed in lieu thereof.

35 Section 9. Exempt Property. The following property subject to this Declaration shall be
36 exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local
37 public authority; (b) the Common properties; (c) any portion of the Westchester Country Club Homes
38 which is designated and/or reserved exclusively for easements (excluding Units on which easements
39 may be granted except if the easement granted prohibits the construction of a Building and otherwise

1 prohibits use of the Unit as homesite) ; and (d) all properties owned by a charitable or nonprofit
2 organization exempt from taxation by the laws of the State of Florida. However, no land or
3 improvements devoted to dwelling use shall be exempt from said assessments and the existence of an
4 easement on any Unit shall not affect the obligation of the owner to pay his full assessments with
5 respect to the Unit.

6 **ARTICLE VIII**
7 **ARCHITECTURAL CONTROL**

8 Section 1. Members of Committee. The Architectural Control Committee, sometimes
9 referred to in this Declaration as the "Committee", shall consist of not more than three (3) members.
10 ~~The initial members of the Committee shall consist of persons designated by the Declarant. The~~
11 ~~members of the Committee designated by the Declarant are Daniel C. Perez, Adelena Quevedo and W. I.~~
12 ~~Consugera and Daniel C. Perez is designated as Chairman of said Committee. Each of persons shall hold~~
13 ~~office until all Units planned for Westchester Country Club Homes have been constructed and conveyed,~~
14 ~~or sooner at the option of the Declarant. Thereafter, each new~~ Each member of the Committee shall be
15 appointed ~~by the Declarant if it owns any Units, and if not~~ by the Board of Directors; each member shall
16 hold office until the latest of (a) such time as he has resigned or has been removed or (b) one (1) year
17 has elapsed since he took office, or (c) until his successor has been appointed, as provided herein. Each
18 member of the Committee may be removed at any time without cause by the party who appointed the
19 member.

20 Section 2. Review of Proposed Construction. Subject to Article X, section ~~18 19~~ of this
21 Declaration, no building, fence, wall or other structure or improvement (including landscaping) shall be
22 commenced, painted, erected or maintained in Westchester Country Club Homes, nor shall any exterior
23 addition to, or change or alteration be made, nor shall any awning, canopy or shutter be attached to or
24 placed upon outside walls or roofs of residential buildings, until the plans and specifications showing the
25 nature, kind, shape, height, materials and location of the same shall be submitted to, and approved in
26 writing by, the Architectural Control Committee whose approval must then be approved by ~~the~~
27 ~~Association the Board of Directors.~~ The Committee shall approve proposals or plans and specifications
28 submitted for its approval only if (i) it deems that the construction, alterations or additions
29 contemplated thereby in the locations indicated not be detrimental to the appearance of the
30 surrounding area of Westchester Country Club Homes, as a whole, (ii) the appearance of any structure
31 affected thereby be in harmony with the surrounding structures and otherwise desirable, (iii) the roofs
32 are not wood, metal or asphalt shingles, or tar or gravel, (iv) the drives and driveways and patios are
33 concrete, and (v) the Unit Owner requesting the approval agrees to pay all costs incidental thereto. The
34 Committee may condition its approval of proposals and plans and specifications as it deems appropriate.
35 and may require submission of additional plans and specifications or other information prior to
36 approving or disapproving material submitted. The Committee may also issue rules or guidelines setting
37 forth procedures for the submission of plans for approval. The Committee may require such detail in
38 plans and specifications submitted for its review as it deems proper, including, without limitation, floor
39 plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials
40 and colors. All of the foregoing to be from time to time subject to review and approval by ~~the~~
41 ~~Association the Board of Directors.~~ Until receipt by the Committee of any required plans and
42 specifications, the Committee may postpone review of any plans submitted for approval. The

1 Committee shall have thirty (30) days after delivery of all required materials to approve or reject any
2 such plans, and if not rejected within such 30-period, said plans shall be deemed approved. The
3 Committee's decision shall then either be approved or rejected at the next scheduled meeting of ~~the~~
4 ~~Association, the Board of Directors.~~ Notwithstanding any provision in this Article VIII to contrary, the
5 approval of the Architectural Control Committee shall not be required for any additions, changes or
6 alterations to the Unit where such additions, changes or alterations are not visible from the outside of
7 the Unit.

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

14 Section 4. No Waiver of Future Approvals. The approval of the Committee of any proposals of
15 plans and specifications or drawings for any work done or proposed, or in connection with any other
16 matter requiring the approval and consent of the Committee, shall not be deemed to constitute a
17 waiver of any right to withhold approval or consent to any similar proposals, plans and specifications,
18 drawings or matters whatever subsequently or additionally submitted for approval or consent.

19 Section 5. Compensation of Members. The members of the Committee shall receive no
20 compensation for services rendered, other than reimbursement for expenses incurred by them in the
21 performance of their duties hereunder,

22 Section 6. Inspection of Work. Inspection of work and correction of defects therein shall
23 proceed as follows:

- 24 (a) Upon the completion of any work for which approved plans are required under this Article
25 the applicant (the "Applicant") for such approval shall give written notice of completion to
26 the Committee.
- 27 (b) Within ten (10) days thereafter, the Committee or its duly authorized representative may
28 inspect improvement. If the Committee finds that such work was not effected in substantial
29 compliance with the approved plans, it shall notify the Applicant in writing of such
30 noncompliance within such ten (10) day period, specifying the particulars of noncompliance,
31 and shall require the Applicant to remedy the same. If the Committee or duly authorized
32 representative requests additional time, the 10-day period provided for herein shall be
33 extended for a reasonable period.
- 34 (c) If, upon the expiration of thirty (30) days from the date of such notification, the Applicant
35 shall have failed to remedy such noncompliance, the Committee shall notify the Board in
36 writing of such failure. Upon Notice and Hearing, the Board shall determine whether there is
37 a noncompliance and, if so, the nature thereof and the estimated cost of correcting or
38 removing the same. If a noncompliance exists, the Applicant shall remedy or remove the
39 same within a period or not more than forty-five (45) days from the date of announcement
40 of the Board ruling. If the Applicant does not comply with the Board ruling within such
41 period, the Board, at its option, may either remove the noncomplying improvement or
42 remedy the noncompliance, and the Applicant shall reimburse the Association, upon

1 demand, for all expenses incurred in connection therewith together with interest thereon at
2 the highest rate permitted by law from the date such expenses are paid through the date
3 the Association is repaid. If such expenses are not promptly repaid by the Applicant to the
4 Association, the Board shall levy a special Assessment against such Applicant for
5 reimbursement.

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

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

11 Section 7. Non-Liability of Committee Members. Neither the Association nor the Committee nor
12 any member thereof nor its duly authorized Committee representative, shall be liable to the Association,
13 or to any Owner or any other person or entity for loss, damage or injury arising out of or in any way
14 connected with the performance of the Committee's duties hereunder, unless due to the misconduct or
15 bad faith of a member and only that member shall have any liability. The Committee shall review and
16 approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition
17 solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to
18 the immediate vicinity and to Westchester Country Club Homes. The Committee, shall take into
19 consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping,
20 color schemes, exterior finishes and materials and similar features, but shall not be responsible for
21 reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from
22 the standpoint of structural safety or conformance with building or other codes.

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

38 Section 9. Governmental Requirement. Nothing contained in this Declaration shall operate to
39 excuse any Owner from complying with all building codes, rules, regulations and requirements of any
40 regulatory agency having jurisdiction over Westchester Country Club Homes with respect to the
41 alteration or addition to the improvements located on his Unit. The Owner shall be required to obtain
42 any necessary permits required in connection with his intended modification to his Unit and shall submit
43 a copy of the same to the Architectural Control Committee. The approval by the Architectural Control

1 Committee of an Owner's plans, or the inspection and approval of the improvements on an Owner's
2 Unit after the work has been completed pursuant to approved plans, shall not under any circumstances
3 constitute a representation by the Architectural Control committee that such plans or completed
4 improvements comply with building, zoning, environmental or any other applicable laws or regulations
5 and shall not impose any liability on the Architectural Control Committee with respect to its or approval
6 or disapproval of any plans or completed work. It shall the sole responsibility of the Owner to insure
7 compliance with all laws, rules and regulations with respect to any improvements or alterations to his
8 Unit.

9 ARTICLE IX

10 MAINTAINENCE AND REPAIR OBLIGATIONS

11 Section 1. Maintenance and Obligations of Owners. Subject to the duty of the Association to
12 provide for maintenance as provided for in this Declaration, it shall be the duty of each Unit Owner in
13 Westchester Country Club Homes, at his sole cost and expense, subject to the provisions of this
14 Declaration regarding Architectural Control Committee approval to maintain, repair, replace and restore
15 the Unit as may be subject to their respective control or jurisdiction in a neat, sanitary and attractive
16 condition. In the event that any portion of the Units falls into disrepair or is not so maintained so as to
17 thereby create a dangerous, unsafe, unattractive condition, or to otherwise violate this Declaration, the
18 Architectural Control Committee or the Association shall have the right, but not the duty, upon fifteen
19 (15) days' prior written notice except in cases of emergency, in which event, the afore-described notice
20 shall be dispensed with, to correct such condition and to enter upon such Unit to make such repairs or
21 to perform such maintenance, and the cost thereof shall be charged to the appropriate Unit Owner. Said
22 cost shall be a Special Assessment and shall create a lien upon all the affected Units enforceable in the
23 same manner as other assessments as set forth in this Declaration. The Owners of such Units shall pay
24 promptly all amounts due for such work, and the costs and expenses of collection may be added, at the
25 option of the Board of Directors, to the accounts payable by each such Unit Owner as Common
26 Assessment. Unit Owners shall be obligated to maintain their yards and lawns in a neat and clean
27 fashion, and in the event they fail to do so the Committee or the Association may do so, upon 10 days
28 prior notice to the Unit Owner. In addition to the foregoing, notwithstanding the provisions of Article
29 XIX, each Unit Owner whose Lot abuts the area lying between the boundary of the Lot and any lake shall
30 be obligated to maintain, mow the grass and remove all debris from those portions of the property
31 located between the boundary of such Lot as extended to the edge of such. lake. Any amount expended
32 by the Master Association for the maintenance of the property referred to in the preceding sentence
33 shall be a Special Assessment to be levied against the negligent owner of the Lot. Any amount expended
34 by the Association or Committee in such yard maintenance shall be a Special Assessment to be levied
35 against the negligent Unit Owner and his Unit.

36 Section 2. Maintenance Obligations of Association. Subject to the provisions of Section 1 of
37 this Article, the Association shall maintain, or provide for the maintenance of, all of the Common
38 Properties and all Improvements thereon, including recreational facilities, commonly metered utilities,
39 the interior and exterior of the recreation buildings (only if such facilities have not been maintained by
40 Westchester Community Master Association, Inc.), and any and all utility facilities and buildings on the
41 Common Properties. In addition, the Association shall provide all necessary landscaping and gardening
42 to properly maintain, and periodically replace when necessary, the trees, plants, grass and other

1 vegetation which are on the Common Properties. The Association shall further maintain, reconstruct,
2 replace and refinish any paved surface on the Common properties. All of the foregoing obligations of the
3 Association shall be discharged when and in such manner as the Board of Directors of the Association
4 shall determine in its judgment to be appropriate.

5 Section 3. Exterior Appearance and Design. The Owner of any Unit which has suffered
6 damage shall apply through the Association thereof for approval to the Architectural Control Committee
7 for reconstruction, rebuilding or repair of the Improvements therein. Application for such approval shall
8 be made in writing, together with full and complete plans and specifications, working drawings and
9 elevations showing the proposed reconstruction and the end result thereof. The Architectural Control
10 Committee shall grant such approval only if upon completion of the work, the exterior appearance and
11 design will be substantially like that which existed prior to the date of the damage. Failure of the
12 Architectural Control Committee to act within thirty (30) days after receipt of such a request in writing
13 together with the drawings and plot plans showing the full and complete nature of the proposed
14 changes shall constitute approval thereof. If the obligation for repair falls upon the Association,
15 Architectural Control Committee approval will not be required prior commencement of such work.

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

21 ~~Section 5. Declarant's Exemption. Declarant and the Master Developer shall be exempt from the~~
22 ~~provisions of Sections 3 and 4 hereof.~~

23 ARTICLE X

24 RESTRICTIONS ON USE OF THE COMMON PROPERTIES AND UNITS

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

32
33 Section 2. Common Properties Restrictions. No industry, business, trade occupation or
34 profession of any kind shall be conducted, maintained or permitted on any part of the Common
35 Properties, nor shall any "For Sale" or "For Rent" signs or any window display advertising be maintained
36 or permitted on any part thereof. ~~This restriction shall not apply to Declarant and Master Developer in~~
37 ~~connection with its promotion, development and sale of Units in Westchester Country Club Homes.~~
38 However this shall not prevent the Association from permitting portions of the Common Properties to
39 be used for gardening by Owners in accordance with regulations established by the Board of Directors.

1 Section 3. Obstructions. There shall be no obstructions of the Common Properties except as
2 specifically provided herein, nor shall anything be stored in the Common Properties without the prior
3 consent of the Association; ~~provided, however, that Declarant and Master Developer may store~~
4 ~~construction materials and promotion and sales materials on the Common Properties or on any Unit~~
5 ~~owned by Declarant and Master Developer when necessary in connection with the development,~~
6 ~~construction, or marketing of Westchester Country Club Homes without the consent of the Association.~~

7 Section 4. Animal Restrictions. No animals, livestock, reptiles, insects or poultry of any kind
8 shall be raised, bred or kept on Westchester Country Club Homes. No dog, cat or other pet may run
9 loose (unleashed) on Westchester Country Club Homes, and such pets be walked only in the yard
10 appurtenant to each ~~Townhome or~~ Unit and not on the Common Properties unless the Board
11 appropriates a portion of same for this purpose in the future. All owners of pets shall be responsible for
12 cleaning up any excretions of their pets. Pets shall be limited to two (2) pets per Unit, and each pet shall
13 not weigh more than fifty (50) pounds.

14 Section 5. Nuisances. No nuisance or noxious or offensive activity shall be carried on in any
15 Buildings, Improvements, Unit Property or Common properties located in Westchester Country Club
16 Homes nor shall anything be done thereon, either willfully or negligently which may be or become an
17 annoyance or nuisance to any Owner. The determination of what constitutes a nuisance shall be made
18 by the Board of Directors and its decision shall be final. In the event of any question by any Owner as to
19 what constitutes a nuisance, the question shall be put in writing and submitted to the Board of Directors
20 for determination.

21 Section 6. Trash. No rubbish, trash, garbage or other waste material shall be kept or permitted
22 on Westchester Country Club Homes except in sealed bags placed in dumpsters which may have been
23 placed in selected areas of the Common Properties for that purpose, and if no such dumpsters exist then
24 only on the mornings of the scheduled days for trash pick-up may trash be placed in containers placed in
25 front of each respective Owner's Unit or in plastic bags, and no odor shall be permitted to arise
26 therefrom so as to render Westchester Country Club Homes or any portion thereof unsanitary,
27 unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No
28 clothing or household fabric shall be hung, dried or aired, and no lumber, grass, shrub or tree clippings
29 or plant, waste, metals, bulk material or scrap, refuse or trash shall be kept, stored or allowed to
30 accumulate on any portion of Westchester Country Club Homes except within an enclosed structure
31 appropriately screened from view. In the event that there are no trash dumpsters in the Common
32 Properties, trash containers and plastic bags containing trash shall be permitted to be placed on the
33 front of any lot abutting the Common Properties or the streets only on the scheduled day for trash
34 removal and the same must be removed on that same day and placed on the Unit Owner's property
35 hidden from view of the Common Properties.

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

38 Section 8. Antennae. No Owner shall install any exterior antenna upon any Unit or the
39 Common Properties. No radio or shortwave operations of any kind shall be permitted to operate on
40 Common Properties or any Unit. ~~The Declarant and Master Developer may erect an antenna or a master~~
41 ~~antenna or a cable television antenna for the use of all the Unit Owners, and Declarant and Master~~
42 ~~Developer grant and hereby reserve easements for such purposes.~~ The provisions contained herein are

1 subject to the Easement and Licensing Agreement for Cable Television dated September 12, 1984,
2 recorded In Official I Record Book 4345, at Page 906, of the Public Records of Palm Beach County,
3 Florida.

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

9 Section 10. Parking and Vehicular Restrictions. Parking in Westchester Country Club Homes
10 shall be restricted to the parking areas appurtenant to each Unit or where designated on the Plat and in
11 no other place. No Owner shall park, store, or keep on any portion of Westchester Country Club Homes
12 any vehicle used for any commercial purposes (for example, dump trucks, cement mixer trucks, oil or
13 gas trucks, delivery or pick-up trucks or vans or any other vehicle used commercially, and same shall be
14 deemed to constitute a nuisance if this provision is violated. In addition, no motorcycles, campers,
15 motor homes, recreational vehicles of any sort, boats or vehicles shall be permitted on any property
16 located within Westchester Country Club Homes except as follows:

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

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

24 Section 11. Signs. No signs, posters, displays, billboard or other advertising devices of any kind
25 shall be displayed to the public view on any portion of the Unit, the Building within which the Unit is
26 located, and/or the Common Properties. ~~Notwithstanding the foregoing, the Declarant, its successors or~~
27 ~~assigns, and a Master Developer, may advertise during the construction, sale and leasing period by use~~
28 ~~of such signs, and advertising devices as the Declarant, and a Master Developer, may deem appropriate.~~

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

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

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

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

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

8 Section 17. Drainage. No changes in elevations of any property subject to this Declaration
9 shall be made which cause drainage problems for adjoining property. In the event of a dispute with
10 respect to any such change, the issue shall be submitted in writing to the Board of Directors whose
11 decision on the same shall be final.

12 Section 18. Insurance Rates. Nothing shall be done or kept in the Common Properties or
13 Units which will increase the rate of insurance on any property Insured by the Association without the
14 approval of the Board, nor shall anything be done or kept in the Buildings, or Unit Property or on the
15 Common Properties which would result in the cancellation of insurance on any property Insured by the
16 Association or which would be in violation of any law.

17 Section 19. Temporary Building; Further Parking Limitations. No outbuilding, basement, tent,
18 shack, shed or other temporary buildings or improvement of any kind shall be placed upon any portion
19 of Westchester Country Club Homes, either temporarily or permanently. No trailer, camper, motor
20 home or recreation vehicle or boat shall be used as a residence, either temporarily or permanently.
21 None of the foregoing shall be allowed to be parked in Westchester Country Club Homes, except as set
22 forth below:

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

28 Section 20. Declaration of Covenants, Conditions and Restrictions of Westchester. Westchester
29 Country Club Homes is located within an area encumbered by that certain Declaration of Covenants,
30 Conditions and Restrictions of Westchester (the "Westchester Restrictions"). Notwithstanding anything
31 contained herein, the provisions of the Westchester Restrictions, the Articles of Incorporation of the
32 Westchester Community Master Association, Inc. ("Articles") and the By-Laws of Westchester
33 Community Master Association, Inc. ("By-Laws") shall supersede and control this Declaration. Any
34 conflicts between the Declaration and the Westchester Restrictions, Articles and By-laws shall be
35 resolved in favor of the Westchester Restrictions which are recorded in Official Records Book 3996, at
36 Page ~~303~~ 300, of the Public Records of Palm Beach County, Florida, the Articles and the By-Laws. The
37 Westchester Restrictions require the Association on behalf of each Unit Owner to be responsible for
38 certain expenses which are reflected (based on information available to the Declarant) in the budget for
39 Westchester Country Club Homes. The Westchester Restrictions provide lien rights should said expenses
40 not be paid. ~~Nothing herein is intended to obligate the Declarant to construct facilities referred to~~
41 ~~herein or to constitute a representation that they will be.~~

1 Section 21. Sub-Association and Sub-Declaration. The Association and the Declaration are the
2 Sub-Association and Sub-Declaration, respectively, as defined in the Westchester Restrictions referred
3 to in Section 20 of this Article X.

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

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

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

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

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

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

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

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

37 (c) Disapproval for Good Cause. If the Association disapproves a lease, sale or
38 conveyance, the Association shall notify the Owner(s) in writing of the disapproval, and the
39 lease, sale, or conveyance shall not be made. The Association shall act reasonably and may

1 disapprove a lease, sale, or conveyance only for good cause. The Board shall consider the
2 following factors as constituting good cause for such disapproval of a proposed lease, sale,
3 or conveyance:

- 4 (1) The applicant or any intended occupant of the Unit has been convicted of, pled
5 guilty or pled no contest to a felony, or has been charged with any felony and the
6 person was not acquitted or the charges was not dropped such that the particular
7 type of crime demonstrates it could reasonably present a risk to the community;
8 (2) The applicant or any intended occupant of the Unit is a registered sex offender in
9 any state;
- 10 (3) The applicant does not appear to have adequate financial resources and financial
11 capability as evidenced by a minimum FICO score of 650 (or a similar equivalent
12 credit score) available to meet his/her obligation to the Association;
- 13 (4) The applicant for approval on its face indicates that the applicant or any intended
14 occupant of the Unit intends to conduct himself or herself in a manner inconsistent
15 with the Declaration or rules and regulations. By the way of example, but not
16 limitation, an Owner allowing a tenant to take possession of the premises prior to
17 approval by the Association as provided herein shall constitute a presumption that
18 the applicant's conduct is inconsistent with applicable restrictions;
- 19 (5) The applicant or any intended occupant of the Unit has a history of disruptive
20 behavior or disregard for the rights and property of others as evidenced by his or
21 her conduct in other associations, or by his or her conduct in the Westchester
22 Country Club Homes as a tenant, Owner or Occupant of the Unit.
- 23 (6) The applicant failed to provide the information, fees or appearance required to
24 process the application in a timely manner or included materially inaccurate or
25 materially false information in the application; or
- 26 (7) All assessments, fines and other charges against the Unit or Unit Owner have not
27 been paid in full.

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

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

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

- 38 (a) a transfer to or purchase by bank or other institutional mortgagee that acquires its title
39 as a result of owning a mortgage upon the Unit concerned, whether the title is acquired
40 by deed from a mortgagor, its successors, or assigns, or through foreclosure
41 proceedings; or
- 42 (b) a transfer to a purchaser who acquires the title to a Unit at a duly advertised public sale
43 with an open bidding that is provided by law, such as, but not limited to, execution sale,
44 foreclosure sale, judicial sale or tax sale.

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

2 (i) Limit on Leasing During the First Two Years of Ownership; Minimum Lease Term; Subleasing.

3 No Owner may lease the Owner's Unit during the first two (2) year period of ownership
4 measured from the date the Owner received title to the Unit. After the first two (2) year
5 period of ownership, an Owner may lease the Owner's Unit subject to the tenant approval
6 and screening process and other requirements and limitation in the Declaration and Rules
7 and Regulations. If a Unit is leased, and the Owner seeks to sell or otherwise convey the
8 Unit, the Owner shall, prior to closing and conveyance of the Unit, terminate the lease and
9 remove the tenant(s). A purchaser may not purchase a unit subject to an existing lease,
10 because purchasing a unit subject to an existing lease would violate prohibition on leasing
11 during the first two (2) year period of ownership.

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

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

16 (j) Tenant shall Comply with the Rules. A tenant leasing a ~~Let Unit~~ is deemed to have agreed to
17 Observe and comply with all statutes, ordinances, and the governing documents and rules
18 and regulations of the Association. When Owner(s) submit an application to lease a Unit, the
19 Association may require the prospective tenant(s) and the Owner(s) to sign an agreement
20 specifically agreeing to comply with all statutes, and the governing documents and rules and
21 regulations of the Association.

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

30 (l) Security Deposit; Responsibility for Damages Caused by Tenant. The Association may
31 require an Owner seeking to lease the Owner's Unit to place a security deposit with the
32 Association, in the amount of up to One Thousand Dollars (\$1,000.00), which may be used
33 by the Association to repair any damage to the Common Area or any other property
34 maintained by the Association, resulting from acts or omissions of the tenants, or any family
35 members, guests, or invitees of the tenants (as determined in the sole discretion of the
36 Association). In addition, if the Owner or tenant fails to maintain any landscaping of the
37 Unit which the Owner is responsible to maintain, the Association may, after written demand
38 on the Owner, perform the landscape maintenance and use the security deposit to pay for
39 the work.

40 (n) Remedies of Tenant Violates Restrictions. The Association shall otherwise have the
41 authority to bring an action or eviction action because of the tenants' violation of the
42 governing documents and/or rules and regulations of the Association. The Association may
43 use the summary procedures of Chapter 51, Florida Statutes, in any eviction action. The

1 Association may recover its attorneys' fees and costs against the Owner(s) and the tenant
2 jointly and severally regardless of whether or not litigation is commenced, which attorneys'
3 fees and costs shall also constitute and may be collected by the Association as an
4 assessment against the Owner and Owner's Unit.

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

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

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

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

13 (b) One unmarried couple,

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

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

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

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

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

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

35 ARTICLE XI

36 DAMAGE OR DESTRUCTION TO COMMON PROPERTIES OR UNITS

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

- 1 (a) In the event of damage to or destruction of the Common Properties or Units, if the insurance
2 proceeds which are payable to the Association are sufficient to effect total restoration, then the
3 Association shall cause such Common Properties or Units to be repaired and reconstructed
4 substantially as it previously existed.
- 5 (b) If the insurance proceeds are within Twenty Thousand Dollars (\$20,000.00) or less of the
6 amount necessary to effect total restoration to the Common properties, then the Association
7 shall cause such Common properties or Units to be repaired and reconstructed substantially as
8 It previously existed and the difference between the insurance proceeds and the actual cost
9 shall be levied as a Reconstruction Assessment equally against each of the Owners, in
10 accordance with the provisions of Article VI, Section 4, of this Declaration.
- 11 (c) If the insurance proceeds are insufficient by more than Twenty Thousand Dollars (\$20,000.00) to
12 effect total restoration to the Common properties, then by written consent or vote of a majority
13 of the Owners, they shall determine whether (1) to rebuild and restore the Common Properties
14 in substantially the same manner as they existed prior to damage and to raise the necessary
15 funds over the insurance proceeds by to levying Reconstruction Assessments against all Units,
16 (2) to rebuild and restore in a way which is less expensive than replacing these Improvements in
17 substantially the same manner as they existed prior to being damaged, subject to the approval
18 as provided for in Article VI, Section 4, to not rebuild and to retain the available insurance
19 proceeds. ~~Anything to the contrary herein notwithstanding, no decision not to rebuild or to~~
20 ~~rebuild in a manner which would result in a change in the Improvements shall be effective~~
21 ~~without the written approval of the Declarant as long as the Declarant owns any Units.~~
- 22 (d) Each Owner shall be liable to the Association for any damage to the Common Properties not
23 fully covered by collected insurance which. may be sustained by reason of the negligence or
24 willful misconduct of said owner or of his family, tenants, guests and invitees, both minor and
25 adult. Notwithstanding the foregoing, the Association reserves the right to charge such Owner.
26 a Special Assessment equal to the increase, if any, in the premium directly attributable to the
27 damage caused by such Owner. The cost of correcting such damage shall be a Special
28 Assessment against the Unit and may be provided herein for the collection of Assessments.

29
30 ARTICLE XII

31 INSURANCE/Common PROPERTIES AND UNITS

32 Section 1. Common Properties. The Association shall keep all Buildings, other improvements
33 and fixtures located on the Common Properties insured against loss or damage by fire or other casualty
34 for the full Insurable replacement value thereof (with reasonable deductibles), and may obtain
35 insurance against such other hazards and casualties as the Association may deem desirable. The
36 Association may also insure any other property, whether real or personal, owned by the Association,
37 against loss or damages by fire and such other hazards as the Association may deem desirable, with the
38 Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the
39 Common Properties shall be written in the name of, and the proceeds thereof shall be payable to, the
40 Association. Insurance proceeds shall be used by the Association for the repair or replacement of the
41 property for which the Insurance was carried. Premiums for all insurance carried by the Association are
42 Common Expenses included in the Common Assessments made by the Association.

1 Section 2. Replacement or Repair of Property. In the event of damage to or destruction of any
2 part of the Common Properties, the Association shall repair or replace the same from the insurance
3 proceeds available, subject to the provisions of Article XI of this Declaration.

4 Section 3. Waiver of Subrogation. As to each policy of insurance maintained by the Association
5 which will not be voided or impaired thereby, the Association hereby waives and releases all claims
6 against the Board, the Management Company, ~~Declarant~~, and the agents and employees or each of the
7 foregoing, with respect any loss covered by such insurance, whether or not caused negligence of or
8 breach of any agreement by said persons, but only to the extent that insurance proceeds are
9 compensation for such loss.

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

23 Section 5. Unit Owner's Insurance. EACH UNIT OWNER SHALL BE OBLIGATED TO MAINTAIN
24 INSURANCE ON HIS UNIT AND ON ANY IMPROVEMENTS IN HIS UNIT AS WELL AS LIABILITY INSURANCE
25 AND INSURANCE INSURING HIS PERSONAL PROPERTY.

ARTICLE XIII

MORTGAGEE PRIVILEGES

28 Section 1. Liens on Mortgaged Units. Where a First Mortgagee obtains title to a Unit as a
29 result of foreclosure or acceptance of a Deed in lieu of foreclosure, the obligation of the First Mortgagee
30 is set forth in Florida Statute ~~chapter 720-~~ Section 3085, as may be amended from time to time, and in
31 Article VII, Section 8 of the Declaration.

32 Section 2. [intentionally left blank]

33 Section 3. [intentionally left blank]

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

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

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

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

16

17 ARTICLE XIV

18 ENCROACHMENTS; EASEMENTS

19 Section 1. Encroachments. If (a) any portion of the Common Properties encroaches upon
20 any other portion of Westchester Country Club Homes; (b) any other portion of Westchester Country
21 Club Homes encroaches upon the Common Properties; or (c) any encroachment shall hereafter occur as
22 the result of (i) construction of any Building or other Improvement, including but not limited to any roof
23 overhang, which may extend eighteen (18) inches over and into the adjoining Unit; provided the roof
24 overhang has a gutter attached thereto to enable the water flowing from the overhang to drain on the
25 Unit containing the overhang; (ii) settling or shifting of a Building or other Improvement; (iii) any
26 alteration or repair to the Common properties or any other portion of Westchester Country Club
27 Homes; any repair or restoration of any Building or other Improvement or any of the Common
28 Properties after damage by fire maintenance of the same so long as the structure causing said
29 encroachment shall stand.

30 Section 2. Pipes, Ducts, Cables, Conduits, Public Utility Lines. Etc. The Owner of each Unit within
31 Westchester Country Club Homes subject to this Declaration or any amendment thereto shall have an
32 easement in common with all other Owners of Units in that particular portion of Westchester Country
33 Club Homes to use, maintain, repair, alter and replace all pipes, wires, ducts, vents, cables, conduits,
34 utility lines, and similar facilities in such portion. The Owners of the Units in each portion of Westchester
35 Country Club Homes shall be subject to an easement in favor of the Owners of Units in all other portions
36 thereof to use, maintain, repair, alter and replace the pipes, wires, ducts, vents, conduits, utility lines
37 and other similar or related facilities located in such portion of Westchester Country Club Homes and
38 serving other portions thereof.

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

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

12 Section 5. ~~Construction and Sales. The Declarant and a Master Developer (and their agents,~~
13 ~~employees, contractors, subcontractors and suppliers) shall have an easement of ingress and egress~~
14 ~~over and across the Common Properties to construct, erect, maintain, repair and replace, from time to~~
15 ~~time, one or more signs on the Common Properties for the purposes of advertising the sale or lease of~~
16 ~~Units.~~ [intentionally left blank]

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

26
27 Section 7. Prohibition of Encroachment of Roof Overhang. Notwithstanding the foregoing
28 provisions of Sections 1 through 6 of this Article XIV, no roof overhang shall be permitted to encroach
29 upon any drainage or utility easements.

30
31 ARTICLE XV
GENERAL PROVISIONS

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

- 34 (a) Breach or any of the covenants contained in the Declaration, Articles of Incorporation, Bylaws or
35 Rules and Regulations or law and the continuation of any such breach may be enjoined, abated
36 or remedied by appropriate legal proceedings by the Association or Master Association. Any
37 judgment rendered in any action or proceeding pursuant hereto shall include a sum of
38 attorneys' fees, in such amount as the court may deem reasonable, as well as the amount of any
39 delinquent payment, interest thereon, costs of collection and court costs.

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

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

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

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

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

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

24 Section 3. Term. Subject to the amendment provisions of Section 5 hereof, the covenants
25 restrictions of this Declaration shall run with and bind the properties covered hereby, and shall inure to
26 the benefit of and be enforceable by the Association, ~~the Declarant, the Master Developer,~~ Palm Beach
27 County, and their respective successors and agents, a term of ~~forty (40)~~ thirty (30) years from the date
28 this Declaration is recorded, after which time said covenants, conditions, easements reservations of
29 easement, equitable servitudes and restrictions shall be automatically extended for successive period of
30 ten (10) years, unless an instrument, approved by the then Owners of eighty (80%) percent of the Units
31 and their mortgagees and the County of Palm Beach, has been recorded revoking said covenants.

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

39 Section 5. Amendments. Declaration may be amended by the Association (1) by the affirmative
40 vote or written consent of the Owners holding not less than ~~sixty six and two thirds (66 2/3%) percent~~
41 fifty percent plus 1 (50% + 1) of the voting power of the Class A Membership, ~~and the affirmative vote of~~
42 ~~the Class B Member (so long as the Class B Membership exists); or (2) by the affirmative vote of the~~

1 ~~Class B Member alone; provided, however, that no amendment shall be permitted which has a material~~
2 ~~adverse affect upon substantial rights of the Declarant or Master Developer or a First Mortgagee, as~~
3 ~~appropriate, or affect the provisions of section 20 of Article X, unless the Declarant and Master~~
4 ~~Developer or the Mortgagee, as the case may be joins in such Agreement. Nothing contained herein~~
5 ~~shall affect the right of the Declarant to make such amendments or supplemental Declarations as may~~
6 ~~otherwise be permitted herein.~~ No amendments may be made to the provisions hereof relating to the
7 maintenance of drainage systems without the written consent of the South Florida Water Management
8 District. No amendment or revocation shall be valid which affects maintenance and/or maintenance lien
9 provisions of this Agreement without same first receiving the prior written consent of the County Palm
10 Beach. This Section 5 may not be amended.

11 Section 6. No Public Right or Dedication. Nothing contained in this Declaration shall be deemed
12 to be a gift or dedication of all or any part of the Common Properties to the Public, or for any public use.

13 Section 7. Constructive Notice and Acceptance. Every person who owns, occupies or acquires
14 any right, title, estate or interest in or to any Unit or other portion of Westchester Country Club Homes
15 shall be conclusively deemed to have consented and agreed to every limitation, restrictions, easement,
16 reservation, condition and Covenant contained herein, whether or not any reference hereto contained
17 in the instrument by which such person acquired an in such Unit or other property.

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

25 Section 9. No Representations or Warranties. NO REPRESENTATIONS OR WARRANTIES OF
26 ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DECLARANT OR AGENTS OR
27 EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE COMMON PROPERTIES, ITS PHYSICAL
28 CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY,
29 FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, OPERATION,
30 MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATXON THEREOF, EXCEPT AS SPECIFICALLY
31 AND EXPRESSLY SET FORTH IN THIS DECLARATION.

32 Section 10. Adding or Removing Property. ~~Anything herein contained to the contrary~~
33 ~~notwithstanding, Declarant reserves the right to amend this Declaration at any time or times, without~~
34 ~~prior notice and without the consent of any person or entity, for the purpose of adding or removing~~
35 ~~certain property to and from the provisions of this Declaration. However, no property may be~~
36 ~~withdrawn without the consent of Palm Beach county and no property may be added or withdrawn~~
37 ~~without the consent of the Master Developer.~~ Notwithstanding the rights contained in this section, no
38 Unit can be withdrawn from the provisions of this Declaration at any time subsequent to said Unit being
39 sold.

40 Section 11. Absolute Liability. Absolute liability shall not be imposed upon Owners for damage
41 to the Common Properties including the improvements thereon, which is caused by said Owners and

1 occupants of Unites, their families, guests or invites. Their liability shall be limited to only that for which
2 they are legally responsible under Florida Law.

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

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

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

1 the event a lawsuit is filed, the prevailing party in any such action shall be entitled to attorneys' fees
2 (including at all appellate levels) and shall also be entitled to reimbursement for ail expenses and court
3 costs incurred in connection therewith. ~~If the Developer incurs any expense, including but not limited to~~
4 ~~attorneys' fees, damages payable, court costs, repair costs, clean up costs, construction costs, fines or~~
5 ~~other costs or expenses as a result of a breach of the Utility Agreement by the Association or a Lot~~
6 ~~Owner other than Developer, then the defaulting or breaching party shall be liable to Developer for all~~
7 ~~such costs or expenses.~~ If the Association shall incur costs or expenses as a result or a breach of the
8 Utility Agreement by an Owner of occupant, his family, guests, agents or tenants, then the Association
9 shall have the right to levy a special assessment against the Unit of the defaulting or breaching party for
10 such costs and shall have a lien therefor on the Owner's Unit, which lien may be enforced and
11 foreclosed in accordance the provisions of Section 4 of Article VI I . The Utility Agreement referred to
12 heroin is the Agreement (Developer) dated July 24, 1984, recorded in Official Record Book 4381, at Page
13 1279, between Carma Developers (Florida) Inc., a Florida corporation, and Palm Beach County and
14 Declaration of Utility Reservation Condition, Limitation and Restrictions dated December 6, 1987,
15 executed by Declarant and Adalena Quevedo, and recorded in Official Record Book 5451, at Page 1171,
16 of the Public Records of Palm Beach County, Florida, as amended from time to time and any subsequent
17 utility agreement affecting Westchester Country Club Homes.

18 ARTICLE XVI

19 FINES

20 Section 1. Compliance. Every Owner and his tenants, guests, invitees and agents shall comply
21 with any and all rules as may be adopted in the future by the Board of Directors.

22 Section 2. Enforcement. Failure to comply with such rules and regulations shall be grounds for
23 immediate action which may include, without limitation, an action to recover sums for damages,
24 Injunctive relief or any combination thereof. The Board of Directors shall have the right, under Florida
25 Statues Chapter 720 section 305(3), as may be amended from time to time, to suspend voting rights and
26 use of the Common Properties in addition thereto.

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

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

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

4 (c) Amount of fines. The Association may impose fines up to One Hundred Dollars (\$100.00)
5 per violation; except that a fine may be levied for each day of a continuing violation, with a
6 single notice and opportunity for hearing before the committee required by Florida Statute
7 720.305. Fines may, in aggregate, exceed One Thousand Dollars (\$1,000.00).
8 The Board of Directors may impose a special assessment or assessments against the Unit
9 owned by the Unit Owner as set forth above.

10
11 (d) Payment of Penalties. Fines shall be paid not later than five (5) days after Notice of the
12 imposition of same.

13 (e) Collection of Fines. Fines shall be treated as an assessment subject to the provisions for
14 collection of set forth In Article VII.

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

20 **ARTICLE XVII**

21 [intentionally left blank]DECLARANT'S EXCEPTIONS

22 Section 1. Declarant's and Master Developer's Exemptions in General. Declarant and
23 its successors or assigns, including a Master Developer, will undertake the work of constructing
24 Units and Improvements relating thereto. The completion of that work and the sale, rental and
25 other disposal of Units is essential to the establishment and welfare on Westchester Country
26 Club Homes as a community. As used in this section and its subparagraphs, the words "its
27 successors or assigns" specifically do not include purchasers of completed Units. In order that
28 said work may be completed and Westchester Country Club Homes established as a fully
29 occupied community as rapidly as possible, no Owner nor the Association shall do anything to
30 interfere with Declarant's and Master Developer's activities. Without a limiting the generality
31 of the foregoing, nothing in this Declaration shall be understood or construed to:

32 (a) Prevent Declarant, its successor or assigns, and Master Developer, or its or their contractors or
33 subcontractors, from going on any property owned by them whatever they determine to be necessary
34 or advisable in connection with the completion of said work, including without limitation, the alteration
35 of its construction plans and designs as Declarant and Master Developer, deem advisable in the course
36 of development (all models or sketches showing plans for future development of Westchester Country
37 Club Homes may be modified by the Declarant and Master Developer at any time and from time to time,
38 without notice); or

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- 1 (b) — Prevent Declarant, or its successors or assigns, and Master Developer, or its successors or
 2 assigns or their contractors, subcontractors or representatives, from erecting,
 3 constructing and maintaining on any property owned controlled by Declarant and
 4 Master Developers or their successors or assigns, or their contractors or subcontractors,
 5 such structures as may be reasonably necessary for the conduct of its or their business
 6 of completing said work and establishing Westchester Country Club Homes as a
 7 community and disposing the same by sale, lease or otherwise; or
- 8 (c) — Prevent Declarant, its successors or assigns, and Master Developer, or its or their
 9 contractors or subcontractors, conducting on any property owned or controlled by
 10 Declarant, or its successors or assigns, and Master Developer, or its or their contractors,
 11 subcontractors, or representatives, business of developing, subdividing and constructing
 12 improvements, in Westchester Country Club Homes and of disposing of Units therein by
 13 sale, lease or otherwise; or
- 14 (d) — Prevent Declarant, its successors or assigns, and Master Developer, from determining in
 15 its sole discretion the nature any type of improvements to be initially constructed as
 16 part of Westchester Country Club Homes; or
- 17 (e) — Prevent Declarant, its successors or assigns, and Master Developer, or its or their
 18 contractors, subcontractors, from maintaining such sign or signs on any property
 19 controlled by any of them as may be necessary with the sale, lease or other Marketing
 20 of or otherwise from taking such other actions deemed appropriate.
- 21 — In general, the Declarant and master Developer shall be exempt from all restrictions set
 22 forth in this Declaration to the extent such restrictions interfere in any manner with
 23 Declarant's or Master Developer's plans for construction, development, use and sale of
 24 Westchester Country Club Homes.

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25 ~~Section 2. Declarant's and Master Developer's Exceptions to Architectural Control. Declarant and a~~
 26 ~~Master Developer shall be exempt from the provisions of Article VIII hereof and shall not be obligated to~~
 27 ~~obtain Committee approval for any construction or changes in construction which the Declarant and/or~~
 28 ~~Master Developer may elect to take, provided Declarant and/or Master Developer shall not use asphalt,~~
 29 ~~or wood shingles, or tar and gravel roofs; and all drives and driveways and patios shall be concrete; and~~
 30 ~~each Unit shall consist of not less than thirteen hundred (1,300) square feet of living area, exclusive of~~
 31 ~~garage and patio.~~

32 ~~Section 3. Declarant's and Master Developer's Exceptions from Delinquent Fees, Costs Interest and~~
 33 ~~Penalties. Declarant and Master Developer shall be exempt from the provisions of Articles VII and~~
 34 ~~VIII hereof with respect to the imposition of any delinquent fees, and/or penalties but not exempt from~~
 35 ~~attorney's fees, costs and/or interest, which, may from time to time be applicable to any assessments~~
 36 ~~which the Declarant and Master Developer may owe to the Association.~~

37 **ARTICLE XVIII**
 38 **PALM BEACH COUNTY REQUIREMENTS**

39 Section 1. Vacating Plat. No portion of the open space within the Plat referred to in Exhibit "A"
 40 hereto may be vacated in whole, or in part, unless the entire Plat is vacated, if the effect of such open

1 space vacating would be to reduce the open space below the open requirements of the Palm Beach
2 County Zoning Code.

3 Section 2. Destruction of Units. If any Unit is destroyed or removed for any reason and then
4 replaced, the replaced Unit shall be of a similar size and type to the previously existing Unit but in no
5 event shall the new Unit's dimensions exceed the replaced Unit's dimensions.

6 ARTICLE XIX
7 THE LAKE

8 The Master Association shall have the obligation to maintain and insure those portions of any lake which
9 abut any of the Units or any part of the Common Properties. Unit Owners and all parties shall be
10 prohibited from any use whatsoever of any such lake, or lakes, and no sailboats, rowboats, motorboats,
11 canoes, rafts or boats of any kind or water skis shall be used in or on said lake or lakes; and no Unit
12 Owner or any party shall swim in, water ski on, fish in or use said lake or lakes, and Unit Owners or other
13 parties violating the provisions contained herein shall be trespassers. Each Member and Unit Owner by
14 the acceptance of a Deed for a Unit, whether it shall be expresses in such Deed, shall be deemed to be
15 bound by the provisions set forth herein. The costs of the maintenance and insurance shall be an
16 expense of the Master Association.

17
18 EXHIBIT "A"

19 All of the property located within the subdivision of Pipers Glen A-3, a part of Pipers Glen, a P.U.D.,
20 according to the Plan thereof recorded in Plat Book 61, at Pages 171 through 174, of the Public Records
21 of Palm Beach County, Florida and all of the property located within the subdivision of Pipers Glen A-2A,
22 a part of Pipers Glen, a P.U.D according to the Plan thereof recorded in Plat Book 74, at page 38, of the
23 Public Records of Palm Beach County, Florida.