



Record and Return to:

Gary D. Fields, Esq.  
LAW OFFICE OF GARY D. FIELDS  
Admiralty Tower - Suite 900  
4400 PGA Boulevard  
Palm Beach Gardens, FL 33410

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**CAMBRIDGE AT WYCLIFFE  
HOMEOWNERS ASSOCIATION, INC.  
AT WYCLIFFE GOLF & COUNTRY CLUB**

**Amended and Restated**

**Declaration of Restrictions  
and Protective Covenants,  
Articles of Incorporation,  
and Bylaws**

This is not a

**CERTIFICATE OF RECORDATION OF THE  
AMENDED AND RESTATED DECLARATION OF  
RESTRICTIONS AND PROTECTIVE COVENANTS  
FOR CAMBRIDGE, AMENDED AND RESTATED  
ARTICLES OF INCORPORATION AND  
AMENDED AND RESTATED BYLAWS OF  
CAMBRIDGE AT WYCLIFFE HOMEOWNERS ASSOCIATION, INC.**

THIS CERTIFICATE OF RECORDATION OF THE AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR CAMBRIDGE, AMENDED AND RESTATED ARTICLES OF INCORPORATION AND AMENDED AND RESTATED BYLAWS OF CAMBRIDGE AT WYCLIFFE HOME OWNERS ASSOCIATION, INC. ("Association") is made this 2<sup>nd</sup> day of June, 2006, by the President and Secretary of the Association.

**WITNESSETH:**

WHEREAS, the original Declaration ("Declaration") of Restrictions and Protective Covenants for Cambridge (formerly known as "Carlton"), the Articles of Incorporation ("Articles"), and Bylaws ("Bylaws"), were recorded commencing at Official Records Book 6331, Page 1208, of the Public Records of Palm Beach County, Florida, with subsequent amendments thereto, and established covenants running with the land therein described; and

WHEREAS, the Association desires that the attached Amended and Restated Declaration, Amended and Restated Articles, and Amended and Restated Bylaws of the Association be certified of record as notice to all current and future owners of property subject to

the Declaration, Articles and Bylaws of the contents of said governing documents.

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

1. On the 16<sup>th</sup> day of November, 2005, the Amended and Restated Declaration of Restrictions and Protective Covenants for Cambridge, Amended and Restated Articles of Incorporation, and Amended and Restated Bylaws of Cambridge at Wycliffe Homeowners Association, Inc., attached hereto as Exhibits "1," "2," and "3," respectively, were duly adopted, at a meeting duly called for this purpose, as the governing documents for Cambridge at Wycliffe Homeowners Association, Inc., by at least 51% of the entire membership of the Association, and a majority of the entire Board of Directors, pursuant to Article XVI, Section 5B(ii), of the Declaration, Article XIII, Section B, of the Articles, and Section 10 of the Bylaws.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 2<sup>ND</sup> day of JUNE, 2006

Witness:

Signature

Print Name

Signature

Print Name

CAMBRIDGE AT WYCLIFFE  
HOMEOWNERS ASSOCIATION, INC.

By

President

Attest:

Secretary

STATE OF FLORIDA )

: SS.:

COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 2 day of June, 2006, by MICHAEL FISH, as President and STEVE DAVIDSON, as Secretary, of CAMBRIDGE AT WYCLIFFE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the Corporation. They are personally known to me or have produced DRIVERS LICENSE as identification.

NOTARY PUBLIC-STATE OF FLORIDA  
Robert Zulli  
Commission # DD362981  
Expires: NOV 02, 2008  
Bonded Through Atlantic Bonding Co., Inc.

Robert Zulli  
NOTARY PUBLIC, State of Florida

(SEAL)

7/20/06 Certified Copy

Exhibit "1"

AMENDED AND RESTATED  
DECLARATION OF RESTRICTIONS  
AND PROTECTIVE COVENANTS  
FOR CAMBRIDGE

THIS AMENDED AND RESTATED DECLARATION is made this 2nd day of June, 2006, by CAMBRIDGE AT WYCLIFFE HOMEOWNERS ASSOCIATION, INC., a Florida corporation, not for profit, which declares that the real property described in Article II, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") set forth below.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to CAMBRIDGE AT WYCLIFFE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit.

(b) "The Properties" shall mean and refer to all such properties as are subject to this Declaration under the provisions of Article II hereof.

(c) "Common Areas" shall mean and refer to the real property tracts deeded to the Association or dedicated to the Association on the face of any plat, together with any improvements on such tracts including without limitation all structures, recreational facilities, off-street parking areas, private streets, sidewalks, street lights and entrance features, but excluding any public utility installations thereon.

(d) "Lot" shall mean and refer to any Lot in The Properties and any Lot shown upon any resubdivision of any plat of The Properties or any portion thereof.

(e) "Owner" or "Member" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot.

(f) "Master Association" shall mean and refer to WYCLIFFE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation.

(g) "Declaration" shall mean the Amended and Restated Declaration of Restrictions and Protective Covenants for CAMBRIDGE.

(h) "Articles" shall mean the Amended and Restated Articles of Incorporation of CAMBRIDGE AT WYCLIFFE HOMEOWNERS ASSOCIATION, INC.

(i) "By-Laws" shall mean the Amended and Restated By-Laws of CAMBRIDGE AT WYCLIFFE HOMEOWNERS ASSOCIATION, INC.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Palm Beach County, Florida and is more particularly described in Exhibit "A" attached hereto and made a part hereof.

## ARTICLE III

### CAMBRIDGE AT WYCLIFFE HOMEOWNERS ASSOCIATION, INC.

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot in The Properties shall be a member of the Association. Notwithstanding anything else to the contrary set forth in this Section 1, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member of said Association.

Section 2. Voting Rights. Members shall be all those Owners as defined in Section 1. Members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised by one such member as specified in the Articles of Incorporation of the Association but in no event shall more than one vote be cast with respect to any such Lot.

Section 3. Termination of the Association. In the event the Association is terminated, shall no longer continue to exist, or is unable to perform its functions hereunder, the Master Association will have the right to maintain all Common Areas and is hereby authorized to assess Owners for the costs of such maintenance. In the event of dissolution of the Association and the inability of the Master Association to assume responsibility for the maintenance of the Common Areas, any Owner may petition the Circuit Court of the Fifteenth Judicial Circuit of the State of Florida for the appointment of a Receiver to manage the affairs of the Association and to make such provisions as may be necessary for the continued management of the affairs of the

dissolved Association, the Property, and Common Areas.

Section 4. Maintenance of Common Areas. The Association shall be responsible for the maintenance of the Common Areas in a continuous and satisfactory manner and for the payment of taxes assessed against the Common Areas and any improvements and any personal property thereon. The Association shall at all times maintain in good repair, and shall replace as often as necessary, any and all improvements situated on the Common Areas, including, but not limited to, all recreational facilities, landscaping (trees, shrubbery, and other forms of landscaping maintained by the Association, may be repaired or replaced when deemed necessary by the Board), paving, drainage structures, street lighting facilities and appurtenances, sidewalks, television and radio antennae and cables for common use, and other structures, except public utilities, all such work to be done as ordered by the Board of Directors of the Association acting on a majority vote of the Board members. Maintenance of the street lighting facilities shall include the fixtures within the Common Areas and shall further extend to payment for electricity consumed in the illumination of such lights. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through assessments imposed in accordance with Article IV hereof. Such assessments shall be against all Lots equally; provided, however, that the cost of any maintenance, repair or replacement caused by the negligent conduct of a Member or by the failure of a Member to comply with the lawfully adopted rules and regulations of the Association shall be levied as a special assessment against such Member. No Owner may waiver or otherwise escape liability for the assessments for such maintenance by non-use of the Common Areas or abandonment of his right to use the Common Areas.

Section 5. Lot Maintenance.

Lawn and Exterior Maintenance. The Association shall provide maintenance of all lawn areas, including sprinkler systems originally installed by the Developers (other than repair or replacement of Owner irrigation clocks and related parts), located within The Properties and all exterior maintenance for each building within The Properties as follows: repair, replace and care for exterior building surfaces (other than front residence doors, windows, screening, garage doors, roof, roof eaves and gutters). The Association shall periodically paint all exterior building surfaces other than windows or screening, but including roofs, roof eaves, gutters and the exterior of the front residence door and the garage doors, and shall also provide periodic cleaning of roofs. Each individual Lot Owner shall maintain and repair his individual front residence door, windows, screening, swimming pool, pool deck, landscaping within patio screen enclosures, driveways, garage doors, upgraded landscaping and irrigation, roof, roof eaves and gutters; provided, however, that the Association reserves the right to maintain such areas if, in its sole discretion, the Association deems it desirable. The obligations of the Association as described herein shall extend only to the landscaping and those buildings and fences as were originally installed by the Developers. If requested by an Owner, the Association may, at its option, provide exterior maintenance on Owner-installed improvements, fences, sprinkler systems, shrubs, swimming pools and pool decks, etc., and levy upon the Owner on whose Lot such work is performed a special assessment equal to the cost of such additional work. If any

Owner fails to maintain the area located within any fence on his Lot, or to irrigate the landscape easement (if any) adjacent to his Lot, the Association, may, at its option, provide such maintenance service and the Owner shall be responsible for the expense of such maintenance. The Board of Directors of the Association shall estimate the cost of any such exterior maintenance for each year and shall fix the assessments for each year, but said Board shall, thereafter, make such adjustment with the Owners as is necessary to reflect the actual cost of such exterior maintenance. Such assessments for exterior maintenance shall be against all Lots equally (except for the exterior maintenance specifically requested by an Owner); provided, however, that the cost of any exterior maintenance caused by the negligent conduct of an Owner or by the failure of such Owner to comply with the lawfully adopted rules and regulations of the Association, shall be levied as a special assessment against such Owner. In addition, an Owner may be specially assessed for any damage or injury caused by the negligent conduct of such Owner to any easement areas granted to provide access to perform the exterior maintenance. Nothing contained herein shall obligate the Association to make repairs, replacements or improvements damaged by fire, windstorm, hail or other casualty; such repairs or replacements shall be made by the Owner of the Lot which suffers damage. The Association shall not be obligated to repair any mechanical equipment (e.g., air conditioning unit, water pumps) which are part of the residences located on the Lots, nor shall it be responsible for any repairs which could be made pursuant to the terms of any warranty covering a residence. It is the intention hereof that the Association shall perform only routine maintenance as described in this Section 5.

Section 6. Architectural Control Board. The Architectural Control Board shall be a standing committee of the Association. Subject to the Declaration of Protective Covenants, Conditions, and Restrictions for Wycliffe Golf & Country Club (the "Master Declaration"), the Architectural Control Board shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph and said rules and regulations will act in concert with the rules and regulations promulgated by the Board of Directors. The initial rules and regulations of the Architectural Control Board are set forth on Exhibit "B" attached hereto and made a part hereof. A majority of the Board may take any action the Board is empowered to take, may designate a representative to act for the Board, and may employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the Board, the remaining members shall have full authority to designate a successor. The members of the Board shall not be entitled to any compensation for services performed pursuant to this Section. The members of the Architectural Control Board shall be designated by the Directors of the Association.

Section 7. Powers. The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more persons, firms or corporations for management services. The Association shall have all other powers as provided in its Articles of Incorporation.



## ARTICLE IV

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation for the Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments for general expenses as provided in Section 3 hereof, and special assessments as provided in Section 4 hereof, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made and shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. Except as otherwise provided, all assessments shall be equally assessed against all Lots within The Properties.

Section 2. Purpose of Assessments. The annual assessments levied by the Association shall be used exclusively for the general expenses of the Association. General expenses are any and all charges for the maintenance of the Common Areas and exterior maintenance (except that specifically requested by an Owner) as provided in Article III, and to promote the health, safety, welfare and recreational opportunities of the Members of the Association and their families residing with them, and their guests and tenants, including but not limited to: (1) expenses of administration, maintenance, repair or replacement of the Common Areas; (2) reasonable reserves deemed necessary by the Board of Directors for repair, replacement or addition to the Common Areas; and, expenses agreed upon as General Expenses by the Association. By a majority vote of the Board of Directors, the Board shall adopt an annual budget for the subsequent fiscal year which shall provide for allocation of expenses in such a manner that the obligations imposed by this Declaration are met.

Section 3. Date of Commencement of Annual Assessments; Due Dates; Capital Improvements Assessment. The Board of Directors shall fix the date of commencement and amount of the assessment against each Lot at least thirty (30) days in advance of the commencement period. The annual assessments shall be payable in advance in quarterly installments, or as otherwise determined by the Board of Directors of the Association. In addition to the annual assessment, an amount equal to one-quarter (1/4) of the then current annual assessment will be paid to the Association by a purchaser of a residence in Cambridge at the closing of the sale of said residence, as a capital improvements assessment.

The amount of the annual assessment may be changed, at any time, by said Board from that originally adopted or that which is adopted in the future. The assessment shall be for the calendar year, but the amount of the annual assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months remaining in such

calendar year.

Section 4. Special Assessments. A special assessment may be levied against one or more Lots for the following:

- (a) special services to a specific unit or units which services are requested by the Owner(s) thereof pursuant to Section 5 of Article III;
- (b) charges for expenses of the Association which are not General Expenses but which are attributable to a specific unit or units and which are designated as a special charge;
- (c) reimbursement for damages caused by a Unit Owner or Owners, their family members, guests, invitees or tenants;
- (d) late charges, user fees, fines and penalties;
- (e) any other charge which is not a General Expense.

In addition to any annual assessments, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement as approved by the Board of Directors of the Association, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the members of the Board of Directors of the Association.

Section 5. Roster; Notice; Certificate. A roster of the Lots and assessments applicable thereto shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall, upon demand at any time furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Association, setting forth whether such assessment has been paid as to the Lot owned by the Owner making request therefor. Such certificate shall be conclusive evidence of payment of any assessment to the Association therein stated to have been paid.

Section 6. Collection of Assessment; Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; the Lien; Remedies of the Association. If the assessments are not paid when due, then such assessments shall become delinquent and shall, together with such interest thereon and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives, successors and assigns. Any individual who acquires title to a Lot upon the death of an Owner or by operation of law shall be personally liable for unpaid assessments with respect to such Lot. In any voluntary conveyance, the Grantee shall be jointly and severally liable with the Grantor for all unpaid assessments made prior to the time of

such voluntary conveyance, without prejudice to the rights of the Grantee to recover from Grantor the amounts paid by the Grantee therefor.

If the assessment is not paid within fifteen (15) days after the due date, the Association may impose a late charge of \$25.00 and interest at the highest rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same or may record a claim of lien against the property on which the assessment is unpaid, or may foreclose the lien against the property on which the assessment is unpaid, in like manner as a foreclosure of a mortgage on real property, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment, attorney's fees and costs of preparing and filing the claim of lien and the complaint in such action as well as any other attorney's fees incurred, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action, and the Association shall be entitled to attorney's fees in connection with any appeal of any such action.

It shall be the legal duty and responsibility of the Association to enforce payment of the assessments hereunder including, if required pursuant to the Master Declaration, the payment of Master Association Assessments.

Section 7. Subordination of the Lien to Mortgage. The lien of the assessment provided for in this Article IV shall be subordinate to the lien of any institutional first mortgage recorded prior to the recordation of a claim of lien for unpaid assessments. An institutional lender is defined as a state or federal bank or savings and loan association, an insurance company, trust company, savings bank, credit union, real estate or mortgage investment trust, mortgage broker, mortgage banker, private mortgage insurance company, the United States Veterans' Administration, United States Federal Housing Administration or lender generally recognized in the community as an institutional lender. Any assignee of a mortgage originated by an institutional lender shall be deemed an institutional lender for the purposes of said mortgage. The Federal National Mortgage Association, Federal Home Loan Mortgage Corporation and any similar institutions created in the future shall be deemed institutional lenders, regardless of where any mortgage held by any of them originated. A mortgagor in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser, or mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser, or mortgagee shall hold title subject to the liability and lien of any assessment becoming due after such foreclosure or conveyance in lieu of foreclosure. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section 7 shall be deemed to be an assessment divided equally among, payable by, and assessed against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

## ARTICLE V

## EASEMENTS

Section 1. Members' Easements. Each Member of the Association and each tenant, agent and invitee of such Member shall have a permanent and perpetual easement for ingress and egress for pedestrian and vehicular traffic over and across the walkways and driveways from time to time laid out on the Common Areas, for use in common with all such Members, their tenants, agents and invitees. The portion of the Common Areas not used, from time to time, for walkways and/or driveways or lakes shall be for the common use and enjoyment of the Members of the Association and each Member shall have such portions of such tracts and for the use of same in such manner as may be regulated by the Association. The foregoing easements are subject to the following:

(a) The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas and facilities in compliance with the provisions of this Declaration and with any restrictions on the various plats of The Properties from time to time recorded.

(b) The right of the Association to suspend the voting rights and right to use the Common Areas and facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its lawfully adopted and published rules and regulations.

(c) The right of the Association and the Master Association to (i) adopt and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon and (ii) conduct such activities as may be required by the Association or the Master Association.

The right of an Owner to the use and enjoyment of the Common Areas and facilities thereon shall extend to the members of his immediate family who reside with him, subject to regulations from time to time adopted by the Association in its lawfully adopted and published rules and regulations, subject to the provisions of Florida law.

Section 2. Easements Appurtenant. The easements provided in Section 1 shall be appurtenant to and shall pass with the title to each Lot.

Section 3. Utility Easements. Public utilities may be installed underground in the Common Areas when necessary for the service of The Properties, but all use of utility easements shall be in accordance with the applicable provisions of this Declaration.

Section 4. Public Easements. Fire, police, health, sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

Section 5. Easement for Unintentional and Non-Negligent Encroachments. If any other building or improvement shall encroach upon any portion of the Common Areas or an adjoining

Lot or upon an easement by reason of original construction or by the non-purposeful or non-negligent act of any other owner of such building or improvement, then an easement for such encroachment shall exist so long as the encroachment exists.

Section 6. Additional Easements. The Association shall have the right to grant such additional electric, telephone, gas, sprinkler, irrigation, cable television, maintenance or other easements, and to relocate any existing easement in any portion of The Properties and to grant access easements and to relocate any existing access easements in any portion of The Properties as the Association shall deem necessary or desirable, for the proper operation and maintenance of The Properties, or any portion thereof, or for the general health or welfare of the Owners or for the purpose of carrying out any provisions of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Lots for dwelling purposes.

Section 7. Special Maintenance Easement. Each Lot shall contain an improvement with roof overhangs passing over an adjacent Lot. A non-exclusive easement in, to, over and across such adjacent Lot with the right of ingress and egress, is hereby created in favor of each Lot for construction and maintenance work necessary in order for the Owner of each Lot to maintain the improvements on such Lot, including but not limited to maintenance of the roof overhangs, landscaping and patio. Each easement is three feet (3') wide and runs along the entire side of the adjacent Lot which contains the roof overhangs. Any use of the easement shall be done without notice in a manner as not to inconvenience the adjacent Lot Owner on any day of the week, including Sunday. Each Lot Owner shall be required to repair any and all damage it has caused to the adjacent Lot by such entry and shall be responsible for removing any and all debris from the easement area. The Association shall have the ability to modify the width or length of the easement; provided, however, that such modifications shall not unreasonably interfere with the use of the Lots for dwelling purposes.

Section 8. Association Easement. For the purpose solely of performing the exterior maintenance authorized by this Section 8 of Article V, the Association, through its duly authorized agents, employees or independent contractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours of any day except Sunday. In the event of an emergency, such right of entry shall exist without notice and on any day, including Sunday. Each Owner hereby grants to the Association, its duly authorized agents, employees or independent contractors such easements for ingress and egress, across the Lots and through improvements constructed upon the Lots, as may be reasonably necessary to effect and perform the exterior maintenance aforementioned.

## ARTICLE VI

### GENERAL RESTRICTIVE COVENANTS

Section 1. Applicability. The provisions of this Article VI shall be applicable to all Lots situated within The Properties.

Section 2. Land Use. No Lots shall be used except for residential purposes.

Section 3. Change in Buildings. No Owner shall make or permit any structural modification or alteration of any building except with the prior written consent of the Architectural Control Board or its successor, and such consent may be withheld if, in the sole discretion of the party denying the same, it appears that such structural modification or alteration would adversely affect or in any manner endanger other dwelling units. No building shall be demolished or removed without the prior written consent of the Board of Directors of the Association. In the event any building is demolished or removed, said building shall be replaced with a unit of similar size and type.

Section 4. Building Location. A replacement building as specified in Article VI, Section 3 shall be located in conformance with the Zoning Code of the County of Palm Beach, Florida, and any specific zoning approvals thereunder, or as originally constructed on a Lot. Whenever a variance or special exception as to building location or other item has been granted by the authority designated to do so under the Zoning Code, said variance or special exception is hereby adopted as an amendment to this Section and any future variance or special exception as to building location or other item shall constitute an amendment of this Section.

Section 5. Landscaping of Easements. In addition to the easements reserved herein, easements for drainage, installation and maintenance of utilities and for ingress and egress are shown on the recorded plats of The Properties. Within these easements no structure, planting or other material may be placed or permitted to remain that will interfere with vehicular traffic or prevent maintenance of utilities. Public utility companies servicing The Properties and the Association, and their successors and assigns, shall have a perpetual easement for the installation and maintenance of water lines, sprinkler lines, sanitary sewers, storm drains, gas lines, electric and telephone lines, cables and conduits, including television cables and conduits and such other installations as may be required or necessary to provide maintenance and utility services to the Lots and/or the Common Areas, under and through the utility easements as shown on the plats and under and through such portions of the rear of each Lot beyond the buildings, as such buildings may from time to time be located. Any damage caused to pavement, driveways, drainage structures, sidewalks, other structures, or landscaping in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or maintenance caused the damage. All utilities within the subdivisions, whether in streets, rights of way or utility easements shall be installed and maintained underground, provided, however, that water and sewer treatment facilities and control panels for utilities maybe installed and maintained above ground.

Section 6. Nuisances. No structure of a temporary character, or trailer, tent, mobile home, or recreational vehicle shall be permitted on any Lot either temporarily or permanently. No gas tank, gas container, or gas cylinder, shall be permitted to be placed on or about the outside of any house or any ancillary building. Gas containers may be placed above ground when used for barbecues, if enclosed on all sides by a screening or a decorative safety wall approved by the

Architectural Control Board referred to in Section 12 hereof and not in view of the public and not on common areas.

Section 7. Signs. No sign of any kind shall be displayed to the public view on The Properties, without the prior consent of the Board of Directors of the Association.

Section 8. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in The Properties nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in The Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions.

Section 9. Pets, Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets may be kept, subject to rules and regulations of the Association, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any neighbor. No dogs or other pets shall be permitted to have excretions on any Lot, or anywhere else within The Properties except in locations designated by the Association in its rules and regulations.

Section 10. Visibility at Intersections. No obstruction to visibility at street intersections shall be permitted.

Section 11. Architectural Control. No building, wall, fence, or other structure or improvement of any nature shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping as may be required by the Architectural Control Board have been approved in writing by the Architectural Control Board and by the Master Association. Each building, wall, fence, or other structure or improvement of any nature, together with the landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans, specifications and plot plan, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of said Architectural Control Board seem sufficient. Any change in the exterior appearance of any building, wall, fence, or other structure or improvements and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval.

Section 12. Exterior Appearances and Landscaping. The paint, coating, stain and other exterior finishing colors on all buildings shall be maintained as originally installed in accordance with provisions of this Declaration without prior approval of the Architectural Control Board, but prior approval by the Architectural Control Board and the Master Association shall be necessary before any exterior finishing color is changed. The landscaping, including, without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained in accordance with the Declaration, as originally installed unless the prior approval for any substantial change is obtained from the Architectural Control Board and the Master Association,

which substantial change shall be the maintenance obligation of the Lot Owner.

Section 13. Commercial Trucks, Trailers, Campers and Boats. No trucks or commercial vehicles, campers, mobile homes, motorhomes, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored at any place on any Lot, except only during the periods of approved construction on said Lot, and except that they may be stored within garages if not visible from the streets. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other commercial services. For other applicable provisions see the Rules and Regulations in Exhibit "C."

Section 14. Fences. No fence, wall or other structure shall be erected in the front yard, backyard or sideyard except as originally installed, or as approved by the Architectural Control Board as above provided.

Section 15. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited on any Lot except as provided by the rules and regulations of the Association. Requirements from time to time of the County of Palm Beach for disposal or collection shall be complied with. Equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 16. Drying Areas. No clothing, laundry or wash shall be aired or dried on any portion of any Lot in an area exposed to view from any other Lot. Drying areas will be permitted only in locations approved by the Architectural Control Board and only when protected from view by screening or fencing approved by the Architectural Control Board.

Section 17. Open Space. The portion(s) of any plat of the Property which is considered required open space for a Planned Unit Development pursuant to the Palm Beach County Zoning Code, as same exists on the date of recordation of the Declaration, may not be vacated in whole or in part unless the entire plat is vacated.

Section 18. Special Restrictions for Lots Abutting Lake. Notwithstanding any provisions herein to the contrary, no dock, cabana, boat slip, or other similar improvements shall be constructed abutting a lake.

Section 19. Conveyances. In order to assure a community of congenial residents and thus protect the value of the dwellings, the sale or lease of Lots shall be subject to the following provisions.

- A. The Lot owner shall notify the Association, in writing on an application form provided by the Association, of his/her intention to sell or lease his/her Lot. A one hundred (\$100) dollar fee will accompany an application for the purchase of a residence in Cambridge. The name, address, and telephone number of the prospective Purchaser for sale or a copy of the lease must be provided to the Association, with the date when such lease or sale is to take place, not less than



fourteen (14) days prior to the sale or lease of the property.

- B. Any and all lease agreements between an owner and a lessee of a lot at Cambridge shall be in writing, shall provide for a term of not less than three months and must provide that the lease shall be subject, in all respects, to the terms and provisions of the Declaration, the Articles of Incorporation, Bylaws and the Association Rules and Regulations of Cambridge, and the Wycliffe Community Association, Inc. Any failure by the lessee under such lease agreement to comply with such terms and conditions shall be a material default and breach of the lease agreement. No lot at Cambridge shall be subject to more than one (1) lease in any twelve-month period. The maximum term of a lease shall be two (2) years. Subletting will not be permitted. Unless provided to the contrary in the lease agreement, an owner, by leasing his Lot, automatically delegates his/her right of use and enjoyment of the Common Areas and facilities to his/her lessee and in so doing, the said owner relinquishes his rights during the term of the lease agreement.
- C. In the event of a sale, it shall be the responsibility of the purchaser of the Lot to furnish the Association with a recorded copy of the deed of conveyance indicating the owner's mailing address for all future maintenance bills and other correspondence from the Association.
- D. The purchaser or lessee shall be required to meet with the Association to execute a copy of the Rules and Regulations acknowledging that he/she takes title to or occupancy subject to, and agrees to abide by the Rules and Regulations. Such meeting will take place after the Association has received the name, address and telephone number of the prospective Purchaser for Sale or a copy of the lease, and prior to the date of conveyance.
- E. Except as provided in Paragraph "F", it is not the intention of this Article to grant to the Association a right of approval or disapproval of purchasers or lessees. However, it is the intent of this paragraph to impose an affirmative duty on the Lot owner to keep the Association fully advised of any changes in occupancy and ownership for the purpose of facilitating the management of the Association membership records.
- F. If an owner is delinquent in payment of any assessment, the Association has the right to disapprove any sale or lease.

**Section 20. Occupancy.** As previously provided in this Declaration, the Lots may be used for residential living units and for no other purpose. In order not to overburden Association community facilities, occupancy of a Lot shall be limited to two (2) persons per bedroom.

Persons, guests or invitees, other than family members as defined below, may occupy

Lots of the owner in his absence for a period not to exceed thirty (30) days in any one calendar year, provided written permission by the owner is provided to the Board of Directors of the Association prior to the occupancy of the Lot by a guest or invitee. As used herein "Guests" or words of similar import shall include only those persons who have a principal residence other than the lot. A person(s) occupying the Lot in the owner's absence for more than thirty (30) days shall not be deemed a guest, rather shall be deemed a lessee for the purposes of this Declaration, (regardless of whether a lease exists or rent is paid), and shall be subject to the provisions of this Declaration which apply to lessees.

"Family" shall be limited to a Lot owner's parents, grandparents, children, grandchildren, great-grandchildren, brothers, sisters, and the spouses of each.

## ARTICLE VII

### OWNERSHIP IN WYCLIFFE COUNTRY CLUB

Section 1. Ownership in Cambridge. By taking title to a Lot, each Owner becomes subject to the terms and conditions of the Master Declaration. Among other things, that document provides that an Owner shall become a member of the Master Association; shall acquire certain property rights to Common Areas within Wycliffe Golf & Country Club; and shall become subject to the assessments of the Master Association, which assessments may be collected by the Cambridge at Wycliffe Homeowners Association upon the request of the Master Association.

Section 2. Membership in Master Association. In accordance with the provisions of the Articles of Incorporation of the Master Association, all Owners shall be members in that association.

Section 3. Notice to the Master Association. Copies of all amendments to this Declaration, the Articles of Incorporation and Bylaws of the Association, and any easements or conveyances affecting the Common Areas, shall be promptly forwarded to the Master Association.

Section 4. Priority of the Master Association. The rules and regulations and lien of assessment rights of the Master Association shall control and take precedence over this Declaration and the lien assessment rights of the Association. In the event of any inconsistency between the terms and provisions of the documents governing the Master Association and this Declaration, the Articles of Incorporation and the Bylaws of the Association, the documents governing the Master Association shall control and shall be superior.

Section 5. Recreational Property. The Wycliffe Golf & Country Club facilities (the "Recreational Property") are not Common Areas. Ownership of a Lot or any other portion of The Properties or membership in the Association does not give any vested right or easement,

prescriptive or otherwise, to use the Recreational Property, and does not grant any ownership or membership interest therein.

Section 6. Easement for Golf Balls. Every Lot is burdened with an easement permitting golf balls hit from the golf course to unintentionally come upon the Lot and for golfers at reasonable times and in a reasonable manner to come upon the exterior portions of the Lot to retrieve errant golf balls; provided, however, if the Lot has a fence, for a permitted use the golfer shall seek the Owner's or occupant's permission before entry. All Owners, by acceptance and delivery of a deed to a Lot, assume all risks associated with errant golf balls, and all Owners agree and covenant not to make any claim or institute any action whatsoever against the Wycliffe Golf & Country Club, the Association, the golf course designer or any builder arising or resulting from any errant golf balls, any damages that may be caused thereby, or for negligent design of the golf course or siting of the Lot.

## ARTICLE VIII

### GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Master Association, or the Owner of any Lot subject to this Declaration and their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive period of ten (10) years each unless an instrument signed by the then Owners of two-thirds of the Lots has been recorded, agreeing to change or terminate said covenants and restrictions in whole or in part.

Section 2. Notice. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.

Section 3. Sanctions. The Association, through its Board of Directors, may impose sanctions including, without limitation, reasonable monetary fines (which shall not constitute a lien upon the Owner's Lot or Lots), for the failure by any Owner or its invitees to comply with the terms and provisions of this Declaration, the Articles of Incorporation, the Bylaws, and/or any Rules or Regulations adopted pursuant thereto. Imposition of sanctions shall be subject to the provisions of Article X of the Bylaws and Chapter 720 of the Florida Statutes. Additionally, the Association may suspend the voting rights of a member for the nonpayment of regular annual assessments that are delinquent in excess of ninety (90) days.

Section 4. Enforcement. The Covenants and Restrictions herein contained and contained in any of the Cambridge documents, including the Declaration, Articles of Incorporation,

Bylaws, and Rules and Regulations, may be enforced by the Association or any Owner, or Owners, when they seek any remedy at law or in equity, including damages, injunction or any other form of relief against any person, firm or entity, violating or attempting to violate any covenant, restriction or provision in any of said documents. These covenants may also be enforced by the Architectural Control Board. The Cambridge Board shall, in addition, have the power to seek relief in any court to abate unreasonable disturbances. The failure of any party to enforce any such covenant, restriction or provision shall in no event be deemed a waiver of such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to all costs thereof including, but not limited to, reasonable attorney's fees and costs. Any provision in this Declaration for the collection or recovery of attorney's fees shall be deemed to include but not be limited to, attorney's fees for attorney services at all trial and appellate levels and, unless the context clearly indicates a contrary intention, whether or not suit is instituted.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

Section 6. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this agreement may be amended, changed, added to, derogated or deleted at any time and from time to time upon the execution and recordation of an instrument approved at a meeting or by written consent in lieu of a meeting by Owners holding not less than two-thirds vote of the membership in the Association. Notwithstanding anything contained herein to the contrary, no amendment to this Declaration that affects the rights of the Master Association shall be effective without the prior written consent of the Master Association.

Section 7. Effective Date. This Amended and Restated Declaration shall become effective upon its recordation in the Palm Beach County Records.

EXHIBIT "A"

TO

AMENDED AND RESTATED  
DECLARATION OF RESTRICTIONS  
AND PROTECTIVE COVENANTS  
FOR CAMBRIDGE

The real property subject to the Declaration is as follows:

All of the (real) property contained within that certain Plat entitled PARCEL "C" AT WYCLIFFE, according to the Plat thereof recorded in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 64, Page 156-159, inclusive.

Also described as:

Tract 'C' as shown on Wycliffe Plat One, recorded in Plat Book 62, Pages 8-13, inclusive, public records, Palm Beach County, Florida.

EXHIBIT "B"

TO

AMENDED AND RESTATED  
DECLARATION OF RESTRICTIONS  
AND PROTECTIVE COVENANTS  
FOR COVENANTS

Rules and Regulations

of the Architectural Review Board

1. Any Owner who desires to construct an improvement or construction of any kind on his/her Lot shall submit to the Architectural Review Board an application accompanied by a minimum of three sets of plans and any additional number of sets requested by the Board.
2. The Architectural Review Board shall have thirty (30) days from submission of a complete application in which to review and approve or disapprove an application. If the Architectural Review Board has not otherwise responded after said thirty day period, the application shall be deemed approved.
3. No window or wall air conditioning units are permitted.
4. All mailboxes or receptacles for the delivery of newspapers, magazines or mail shall conform to the standard approved by the Board.
5. Except when placed in front for pick-up, no garbage container shall be visible from any street, Lot or Common Area.

EXHIBIT "C"

TO

AMENDED AND RESTATED  
DECLARATION OF RESTRICTIONS  
AND PROTECTIVE COVENANTS  
FOR COVENANTS

RULES AND REGULATIONS  
CAMBRIDGE AT WYCLIFFE HOMEOWNERS, INC.

The definitions contained in the Declaration of Covenants, Conditions and Restrictions for Cambridge at Wycliffe Homeowners, Inc., are incorporated herein as part of these Rules and Regulations.

1. The owners and lessees of each lot in the general plan of development shall abide by each and every term and provision of the Declaration of Covenants, Conditions and Restrictions, and each and every term and provision of the Articles of Incorporation.

2. No bicycles, tricycles, scooters, baby carriages or other similar vehicles or toys shall be allowed to remain in the common areas. The sidewalks, walkways, streets and parking areas shall not be obstructed or used for any other purpose other than for ingress to and egress from the lots and common areas.

3. Any damage to the common elements, property, or equipment of the Association caused by any lot owner, his family member, guest, invitee or lessee shall be repaired or replaced at the expense of such lot owner.

4. A lot owner will not park or position his vehicle so as to prevent access to another lot. The lot owners, their families, guests, invitees, licensees, and lessees will obey the posted parking and traffic regulations installed by the Association for the safety, convenience, and welfare of all lot owners.

5. No lot owner shall do or permit any assembling or disassembling of motor vehicles except within his garage. Each lot owner shall be required to clean his driveway of any oil or other fluid discharged by his motor vehicle.

6. No transmitting or receiving aerial or antenna shall be attached to or hung from any part of the common areas.

7. No clothesline or other similar device shall be allowed on any portion of the

common areas.

8. All garbage and refuse from the lots shall be deposited with care in each lot owner's private garbage containers. No garbage or refuse shall be deposited in any common area for any reason, except on the correct days of the week for pickup and removal. No littering shall be done or permitted on the Association property.

9. No commercial vehicle, recreational vehicle, camper, trailer, boat, van or truck of any kind shall park or be parked at any time on any portion of the common areas, except for commercial vehicles, vans, or trucks delivering goods or furnishing services. Said commercial vehicles, vans, or trucks shall not park or be permitted to park overnight on any portion of the common areas or on any lot (except within the confines of a garage). The Association shall have the right to authorize the towing away of any such vehicles in violation of this rule with costs and fees, including attorneys' fees, if any, to be borne by the vehicle owner or violator.

10. No garage doors shall be permitted to remain open except for temporary purposes, and the Board may adopt further rules for the regulation of the opening of garage doors.

11. Residents will be limited to keeping no more than two (2) domestic pets. No wild or exotic pets will be permitted. Because of their aggressive nature, pit bulls, dobermans and rottweillers will not be permitted. Lessees will not be permitted to keep any pets, of any kind.

12. Mailboxes will be uniform in nature with no signage permitted other than the address number of the residence.

13. Complaints regarding the management of the Association property, or regarding the actions of other lot owners, their families, guests, or lessees shall be made in writing to the Association and shall be signed by the complaining lot owner.

14. Any consent or approval given under these Rules and Regulations by the Association may be revocable at any time by the Board.

15. These Rules and Regulations may be modified, added to, or repealed by the Board of Directors in accordance with the By-Laws of the Association.



Exhibit "2"

AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF

CAMBRIDGE AT WYCLIFFE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME

The name of this not-for-profit corporation shall be CAMBRIDGE AT WYCLIFFE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, which is hereafter referred to as the "Association." The address of the corporation is 4400 PGA Boulevard, Suite 900, c/o Gary D. Fields, Esq., Palm Beach Gardens, Florida 33410.

ARTICLE II

PURPOSES AND POWERS

The objects and purposes of the Association are those objects and purposes as are authorized by the Declaration of Restrictions and Protective Covenants for Cambridge.

The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any members or individual person, firm or corporation.

The Association shall have the power:

A. To contract for the management of the Association and to delegate to the party with whom such contract has been entered the powers and duties of the Association except those which require specific approval of the Board of Directors or members.

B. To promulgate reasonable rules and regulations relating to the properties, including the Common Areas and the Lots.

The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles and the Covenants above identified. The Association shall also have all of the powers necessary to implement the purposes of the Association.

### ARTICLE III

#### MEMBERS

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. Members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person other than husband and wife holds such interest or interests in any Lot, all such persons shall be members, but the vote for such Lot shall be exercised only by that one person designated in writing by all such members and filed with the Secretary of the Association. In no event shall more than one vote be cast with respect to any such Lot.

Section 3. Meetings of Members. The Bylaws of the Association shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting. A quorum for the transaction of business at any meeting of the members shall exist if thirty (30%) percent of the total number of voting members in good standing shall be present or represented at the meeting.

### ARTICLE IV

#### DIRECTORS

Section 1. Management by Directors. The property, business and affairs of the Association shall be managed by a Board of Directors which shall consist of not less than five persons. The Board of Directors shall from time to time determine if they wish to have as many as nine members. A majority of the directors in office shall constitute a quorum for the transaction of business. The Bylaws shall provide for meetings of directors, including an annual meeting.

Section 2. Election of Members of Board of Directors. Directors shall be elected by the members of the Association at the annual meeting of the membership as provided by the Bylaws and Articles of Incorporation of the Association, and the Bylaws and Articles of Incorporation may provide for the method of voting in the election and for removal from office of directors. All directors shall be members of the Association residing in Cambridge or shall be authorized representatives, officers, or employees of corporate members of the Association.

Section 3. Staggered Terms. The directors elected by the members shall have terms of two (2) years which shall be staggered terms. To accomplish staggered terms, the following election procedures shall apply to the election of five (5) directors by members at the annual

meeting of the members and election of directors. Three (3) directors receiving the highest number of votes shall be elected for a two (2) year term in odd numbered years. Two (2) directors receiving the highest number of votes shall be elected for a two (2) year term in even numbered years. Each director shall serve until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

Section 4. Vacancies. If a director elected by the general membership shall for any reason cease to be a director, the remaining directors so elected may elect a successor to fill the vacancy for the balance of the unexpired term.

## ARTICLE V

### OFFICERS

Section 1. Officers Provided For. The Association shall have a President, a Vice President, Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time elect.

Section 2. Election and Appointment of Officers. The officers of the Association, in accordance with any applicable provisions of the Bylaws, shall be elected by the Board of Directors for terms of one year and until qualified successors are duly elected and have taken office. The Bylaws may provide for the method of voting in the election, for the removal from office of officers, for filling vacancies, and for the duties of the officers. The President and Vice President shall be directors; other officers may or may not be directors of the Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office other than that of the President shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy.

## ARTICLE VI

### BYLAWS

The Board of Directors shall adopt Bylaws consistent with these Articles of Incorporation. Such Bylaws may be altered, amended or repealed by the membership in the manner set forth in the Bylaws.

## ARTICLE VII

### AMENDMENTS TO ARTICLES OF INCORPORATION

These Articles may be altered, amended or repealed by a vote at a meeting or by written consent in lieu of a meeting, by a majority of the votes of the entire membership.

## ARTICLE VIII

### REGISTERED AGENT AND OFFICE ADDRESS

The Registered Agent of the not for profit corporation is Gary D. Fields, Esq. and the address of the Agent is: 4400 PGA Boulevard, Suite 900, c/o Gary D. Fields, Esq., Palm Beach Gardens, Florida 33410, or such other person and/or place as determined by the Board.

This is not a certified copy

**Exhibit "3"**

AMENDED AND RESTATED  
BY-LAWS  
OF

CAMBRIDGE AT WYCLIFFE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

**DEFINITIONS**

Section 1. "Association" shall mean and refer to the CAMBRIDGE AT WYCLIFFE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, organized and existing under the laws of the State of Florida.

Section 2. The "Properties" shall mean and refer to The Properties as defined in the Declaration of Restrictions and Protective Covenants for Cambridge.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot within The Properties.

Section 4. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, of the Articles of Incorporation of the Association.

ARTICLE II

**LOCATION**

Section 1. The principal office of the Association shall be located at a place as may be established by resolution of the Board of Directors of the Association.

ARTICLE III

**MEMBERSHIP**

Section 1. Membership of the Association is as set forth in Article III, Section 1, of the Articles of Incorporation of the Association.

Section 2. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessment is imposed against each Owner of, and becomes a lien upon, the Lots within The Properties against which such

assessments are made as provided by Article IV of the Declaration of Restrictions and Protective Covenants for Cambridge.

## ARTICLE IV

### BOARD OF DIRECTORS

Section 1. The directors of the Association shall be elected at the annual meeting of the members as specified in the Bylaws and Articles of Incorporation. The election shall be decided by a plurality vote.

Section 2. Any director may be removed from office at any time with or without cause by the affirmative majority vote of the Association membership, or as otherwise provided under Florida law.

Section 3. The first meeting of the duly elected Board of Directors, for the purpose of organization, shall be held immediately after the annual meeting of members, provided the majority of the members of the Board elected be present. Any action taken at such meeting shall be by a majority of the whole Board. If the majority of the members of the Board elected shall not be present at that time, or if the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty (30) days after the annual meeting of the members upon three (3) days notice in writing to each member of the Board elected, stating the time, place and object of such meeting.

Section 4. Regular meetings of the Board of Directors may be held at any place or places within Palm Beach County, Florida, on such days and at such hours as the Board of Directors may, by resolution, appoint.

Section 5. Except as may be required by Statute, no notice shall be required to be given of any regular meeting of the Board of Directors.

Section 6. Special meetings of the Board of Directors may be called at any time by the President or by any two members of the Board and may be held at any place or places within Palm Beach County, Florida.

Section 7. Notice of each special meeting of the Board of Directors, stating the time, place and purpose or purposes thereof, shall be given by or on behalf of the President or by or on behalf of the Secretary or by or on behalf of any two members of the Board to each member of the Board not less than three (3) days prior to the scheduled date of the special meeting by mail or one day by telephone, telegraph, or e-mail. Except as may be required by Statute, special meetings of the Board may also be held at any place and time without notice by unanimous waiver of notice by all the directors.

Section 8. All meetings of the Board of Directors shall be open to all Members, except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege.

Notices of all Board meetings will be posted in a conspicuous place in the community at least forty-eight (48) hours in advance of a meeting, except in an emergency. An assessment may not be levied, and amendments to rules or restrictions may not be considered, at a Board meeting unless the notice of the meeting is mailed to all Members at least 14 days in advance and includes a statement that assessments (or amendments) will be considered and the nature of the assessments (or amendments).

Section 9. Minutes of Meetings. The Chairman shall, at each regular and special meeting of the Board of Directors, appoint a Director or another person to record the minutes of the meeting. Minutes of all meetings of the Board of Directors shall be kept in a businesslike manner and shall include all matters of business brought before the Board of Directors, and all motions, votes, acts and resolutions by the Board of Directors. The minutes of all meetings of the Board of Directors shall be made available to any Director, Officer or Members of the Association at the office of the Association during reasonable times and upon reasonable notice by the person requesting to inspect the minutes.

Section 10. Compensation and Expenses. No Director shall receive any compensation or salary for his service as a Director on the Board of Directors; provided, however, that the Association may reimburse any Director for actual expenses incurred in the performance of a Director's duties and contract with and compensate a Director for the rendition of unusual or exceptional services to the Association in an amount appropriate to the value of such services.

Section 11. Emergency Meetings. Any member of the Board or the President may call a meeting of the Board of Directors, without notice, for the purpose of considering any matter to be an emergency.

Section 12. Recordings. Any member may tape record or video tape meetings of the Board of Directors, subject to the same terms and conditions as herein provided with respect to such recording of Members' meetings.

Section 13. Election Procedures. All election procedures shall be determined by the Board of Directors from time to time, which may include the appointment of a nominating committee and/or the use of proxies.

## ARTICLE V

### OFFICERS

Section 1. Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

Section 2. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the members of the Association and of the Board of Directors and shall represent the members at meetings of the Wycliffe Community Association, Inc. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office, and shall perform all duties as are properly required of him by the Board of Directors. The Board of Directors shall elect one Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors. In the absence or disability of the President, the Vice President shall perform the duties and exercise the powers of the President. The Secretary shall issue notices of all meetings of the membership of the Association and of the Board of Directors, where notice of such meetings is required by law or in these Bylaws. He shall keep the minutes of the meetings of the membership and of the Board of Directors.

Section 3. The Treasurer shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for that purpose, full and accurate accounts of all monies received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.

Section 4. The officers of the Association shall have authority, with the approval of the Board of Directors, to delegate some or all of their duties to one or more management agents retained by the Association to perform such duties.

Section 5. Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting.

## ARTICLE VI

### INDEMNIFICATION OF OFFICERS AND DIRECTORS

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



partnership, joint venture, trust or other enterprise:

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

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

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

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

Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association from time to time as incurred rather than only after the final disposition of such action, suit or proceeding. Payment of such expenses shall be authorized by the Board of Directors in each specific case only after receipt by the Association of an undertaking by or on behalf of the director or officer to repay such amounts if it shall later develop that he is not entitled to the indemnified by the Association.

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

The Association shall purchase and maintain indemnification insurance to provide coverage for any liability asserted against any director, officer or employee of the Association in any of his capacities as described in this Article.

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

## ARTICLE VII

### MEETINGS OF MEMBERS

Section 1. The regular annual meeting of the members shall be held in the month of November at such date, time and place as shall be determined by the Board of Directors.

Section 2. Special meetings of the members for any purpose may be called at any time by the President, Vice President, the Secretary or Treasurer, or by any two or more members of the Board of Directors, or upon written request of the members who have a right to vote one-fourth of the membership.

Section 3. Notice may be given to the member either personally or by sending a copy of the notice through the mail, postage thereon fully paid, to his address appearing on the records of the Association. Each member shall register his address with the Secretary and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed or personally delivered at least six days in advance of the meeting and shall set forth the general nature of the business to be transacted, provided, however, that if any business of any meeting shall involve any action governed by the Articles of Incorporation, notice of such meetings shall be give or sent as therein provided.

Section 4. The presence at the meeting of Members entitled to cast thirty percent (30%) of the membership votes shall constitute a quorum for any action governed by these By-Laws. Except as otherwise required by the Declaration, the Articles of Incorporation, these By-Laws, or applicable law, the vote of a majority of Members present in person or by proxy at any meeting of the Members at which a quorum is present, shall constitute the valid action of the Members with respect to the matter voted upon.

Section 5. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members entitled to vote who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the

original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed in Section 3.

Section 6. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary of the Association prior to adjournment of the meeting for which the proxy is designated. Unless otherwise limited by the proxy, a proxy shall be valid and entitle the holder thereof to vote for any matter arising at the meeting for which the proxy is given or any adjourned or continued meeting thereof. Any proxy may be revoked by the person executing it prior to the time a vote is cast pursuant to such proxy, and a proxy shall also be revoked by the death or legal incompetence of its grantor, or by the expiration of ninety (90) days from the date of the meeting for which the proxy was given. The Board of Directors may, in its discretion, prescribe a form for written proxies.

Section 7. Secret Ballot. At any time prior to a vote upon any matter at any meeting of the Members of the Association, any Member may require that a vote be made by secret written ballot. In the event secret written ballots are used, the Chairman of the meeting shall call for nominations and the election of three (3) inspectors of elections to collect and tally such secret written ballots. Such inspectors of elections shall be nominated by a Member or Members of the Association and chosen by a majority vote of the Membership.

Section 8. Minutes of Meeting. The minutes of all meetings of Owners shall be kept in a book available for inspection by owners or their authorized representatives and Directors at reasonable times.

Section 9. Recording of Proceedings. Any member may tape record or video tape membership meetings, subject to the following conditions, and subject to any Board rules not inconsistent with the following:

1. The equipment cannot produce distracting sound or light emissions.
2. The equipment shall be assembled and placed in position in advance of the commencement of the meeting.
3. Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording.
4. The member or his proxy must provide not less than 24 hours prior written notice to the Board of his or her intention to utilize any audio or visual equipment.

## ARTICLE VIII

### COMMITTEES

Section 1. The Architectural Review Board shall be a standing committee of the Association. The Board of Directors may appoint such other committees as it deems advisable.

Section 2. The Architectural Review Board shall be appointed, shall serve and shall have the duties and functions as described in the Declaration. A party aggrieved by a decision of the Architectural Review Board shall have the right to make a written request to the Board of Directors, within thirty (30) days of such decision, so that the Board of Directors may review such decision. The determination of the Board of Directors, upon reviewing such decision of the Architectural Review Board, shall in all events be dispositive.

## ARTICLE IX

### BOOKS AND PAPERS

The books and records of the Association shall at all times, during reasonable business hours, be subject to the inspection of any Member of the Association upon receipt of written request by the Member and to the extent provided in the Florida Statutes.

## ARTICLE X

### DISCIPLINE

Section 1. The Board of Directors shall have the power to impose reasonable fines, not to exceed any maximum amount provided by the Florida Statutes, to suspend an Owner's right to use the Common Areas, and to preclude contractors, subcontractors, agents and other invitees of an Owner or occupant from the community for violation of any duty imposed under the Declaration or these By-Laws, provided, however, nothing herein shall authorize the Association or the Board of Directors to limit an Owner's or occupant's ingress and egress to or from a Lot. In the event that any occupant of a Lot violates the Declaration or these By-Laws, and a fine is imposed, the fine shall first be assessed against the occupant residing therein; provided, however, if the fine is not paid by the occupant within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Association. The failure of the Board of Directors to enforce any provision of the Declaration or By-Laws shall not be deemed a waiver of the right of the Board of Directors to do so thereafter.

Section 2. Prior to imposition of any fine or sanction hereunder other than for nonpayment of assessments or other charges, the Board of Directors or its delegate shall serve the accused with written notice describing (a) the nature of the alleged violation, (b) the proposed sanction to be imposed, and (c) a period of not less than fourteen (14) days within which the

alleged violator may present a written request to the Board of Directors for a hearing affording the accused a reasonable opportunity to be heard.

Section 3. The hearing shall be before a committee of at least three (3) Members appointed by the Board who are not officers, directors or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee, or as otherwise provided by Florida Statutes. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the accused appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board of Directors may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the fourteen (14) day period. Any suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions by any person.

Section 4. Notwithstanding anything to the contrary herein contained, the Association may elect to enforce any provisions of the Declaration or these By-Laws by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorneys fees actually incurred.

## ARTICLE XI

### AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of Members present in person or by proxy, provided that the notice to the Members of the meeting disclosed the information that the amendment of the By-Laws was to be considered; provided, however, the provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matters stated herein to be or which are in fact governed by the Declaration referred to herein may not be amended except as provided in such covenants.

Section 2. In case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.