

20.2.3. Take any and all action reasonably necessary to correct the violation or breach.

All expenses incurred in connection with the violation or breach, or the commencement of any action against any Owner, including reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, shall be assessed against the Owner, as an Individual Assessment, and shall be immediately due and payable without further notice.

20.3. No Waiver. The failure to enforce any right, provision, covenant or condition in this Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

20.4. Rights Cumulative. All rights, remedies, and privileges granted to Developer, Club Owner, Association and/or the ACC pursuant to any terms, provisions, covenants or conditions of this Declaration, or Community Standards, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.

20.5. Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or Community Standards may be enforced by Developer and/or, where applicable, Club Owner, Owners and/or Association by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration or Community Standards shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the Community Standards.

20.6. Fines. Except to the extent prohibited by law, in the event of a violation of the provisions contained herein by an Owner or a person acting by, through, or under an Owner, the Rules and Regulations, the Community Standards, or other rules and regulations promulgated by the ACC, Association shall also have the right to levy reasonable fines or suspend the privileges of the Owner or any person acting by, through, or under an Owner. Each fine shall be an Individual Assessment and enforceable pursuant to the provisions of this Declaration and the By-Laws. Each day of an Owner's failure to comply with this Declaration, the Rules and Regulations, the Community Standards, or other rules and regulations promulgated by the ACC shall be treated as a separate violation and, be subject to a separate fine. The decisions of Association shall be final. Fines shall be in such reasonable and uniform amounts as Association shall determine. Suspensions and fines shall be imposed in the manner provided in Section 617.305 of the Florida Statutes, as amended from time to time. The Board shall have the authority to promulgate additional procedures from time to time.

21. Additional Rights of Developer.

21.1. Sales and Administrative Offices. Developer, Builder and their assigns shall have the perpetual right to take such action reasonably necessary to transact any business necessary to consummate the development of Baywinds and sales and re-sales of Homes and/or other properties owned by Developer or others outside of Baywinds. This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs on any portion of Baywinds, including Common Areas and the Club, employees in the models and offices without the payment of rent or any other fee, maintain offices in models and use of the Common Areas and the Club to show Homes. The sales office and signs and all items pertaining to development and sales remain the property of Developer. Developer shall have all of the foregoing rights without charge or expense. Without limiting any other provision of this Declaration, The rights reserved hereunder shall extend beyond the Community Completion Date.

21.2. Modification. The development and marketing of Baywinds will continue as deemed appropriate in Developer's sole discretion, and nothing in this Declaration or Community Standards, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of Baywinds to, as an example and not a limitation, amend a Plat and/or the Master Plan, modify the boundary lines of the

Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which Developer, or its agents, affiliates, or assignees may deem necessary or appropriate. Association and Owners shall, at the request of Developer, execute and deliver any and all documents and instruments which Developer deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.

21.3. **Promotional Events.** Prior to the Community Completion Date, Developer shall have the right, at any time, to hold marketing and promotional events within Baywinds and/or on the Common Areas or Club, without any charge for use. Developer, its agents, affiliates, or assignees shall have the right to market Baywinds and Homes in advertisements and other media by making reference to Baywinds, including, but not limited to, pictures or drawings of Baywinds, the Club, Common Areas, Parcels and Homes constructed in Baywinds. All logos, trademarks, and designs used in connection with Baywinds are the property of Developer, and the Association shall have no right to use the same after the Community Completion Date except with the express written permission of Developer. Without limiting any other provision of this Declaration, Developer may assign its rights hereunder to each Builder.

21.4. **Use by Prospective Purchasers.** Prior to the Community Completion Date, Developer shall have the right, without charge, to use the Common Areas for the purpose of entertaining prospective purchasers of Homes, or other properties owned by Developer outside of Baywinds.

21.5. **Franchises.** Developer may grant franchises or concessions to commercial concerns on all or part of the Common Areas and shall be entitled to all income derived therefrom.

21.6. **Easements.** Until the Community Completion Date, Developer reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities service, maintenance, Telecommunication Services; and other purposes over, upon, and across Baywinds so long as any said easements do not materially and adversely interfere with the intended use of Homes previously conveyed to Owners. By way of example, and not of limitation, Developer may be required to take certain action, or make additions or modifications to the Common Areas in connection with an environmental program. All easements necessary for such purposes are reserved in favor of Developer, in perpetuity, for such purposes. Without limiting the foregoing, Developer may relocate any easement affecting a Home, or grant new easements over a Home, after conveyance to an Owner, without the joinder or consent of such Owner, so long as the grant of easement or relocation of easement does not materially and adversely affect the Owner's use of the Home as a residence. As an illustration, Developer may grant as easement for Telecommunication Systems, irrigation, drainage lines or electrical lines over any portion of a Parcel so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such Parcel. Developer shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. Association and Owners will, without charge; if requested by Developer: (a) join in the creation of such easements, etc. and cooperate in the operation thereof; and (b) collect and remit fees associated therewith, if any, to the appropriate party. Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by Developer, nor will it grant any such easement, permit or license prior to the Community Completion Date without the prior written consent of Developer which may be granted or denied in its sole discretion.

21.7. **Right to Enforce.** Developer has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards and to recover all costs relating thereto, including attorneys' fees and paraprofessional fees at all levels of proceeding, including appeals, collections and bankruptcy. Such right shall include the right to perform the obligations of Association and to recover all costs incurred in doing so. The Club Owner shall also have such rights relating to the Club and/or Club Charges.

21.8. **Additional Development.** If Developer withdraws portions of Baywinds from the operation of this Declaration, Developer may, but is not required to, subject to governmental approvals, create other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration. Developer shall not be liable or responsible to any person or entity on account of its decision to do so or to provide or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so designated by Developer, owners or tenants of such other forms of housing or

improvements upon their creation, may share in the use of all or some of the Common Areas and/or Club and other facilities and/or roadways which remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by Developer.

21.9. Representations. Developer makes no representations concerning development both within and outside the boundaries of Baywinds including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Parcels or Homes or Club and buildings in all other proposed forms of ownership and/or other improvements on Baywinds or in Baywinds or adjacent to or near Baywinds, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

21.10. Telecommunication Services.

21.10.1. Right to Contract for Telecommunications Services. Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of one or more Telecommunications Services for all or any part of Baywinds. Prior to the Community Completion Date, all contracts between a Telecommunications Provider and Association shall be subject to the prior written approval of Developer. Developer and/or its nominees, successors, assigns, affiliates, and licensees may contract with Association and act as a Telecommunications Provider for one or more Telecommunications Services, subject only to the requirements of all applicable laws, statutes, and regulations. If Developer is not the Telecommunications Provider for any particular Telecommunications Service, Developer shall have the right to receive, on a perpetual basis, all or a portion of access fees and/or the revenues derived from such Telecommunications Service within Baywinds as agreed, from time to time, between the Telecommunications Provider and Developer, provided, however, that no such fees may be imposed on a Telecommunications Provider except as provided in any written agreement between such Telecommunications Provider and Developer and/or Association. Without limiting the foregoing, Association has entered into an agreement with Adelphia for Telecommunications Services (the "Adelphia Agreement"). Adelphia and Developer have entered into a separate agreement whereby Adelphia will make certain payments and give certain concessions to Developer in consideration of Developer causing Association to enter into the Adelphia Agreement. Association shall have no interest in such payments or concessions.

21.10.2. Easements. Developer (i) reserves unto itself and its nominees, successors, assigns, affiliates, and licensees, and (ii) grants to each Telecommunications Provider that has entered into an agreement with Association respecting Telecommunications Services and/or Telecommunications Systems a perpetual right, privilege, easement and right-of-way across, over, under and upon Baywinds for the installation, construction and maintenance of Telecommunications Systems together with a perpetual right, privilege and easement of ingress and egress, access, over and upon Baywinds for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing facilities and equipment constituting such Telecommunications Systems. If, and to the extent, Telecommunications Services provided by such Telecommunications Providers are to serve all of Baywinds, then the amounts payable to such Telecommunications Providers under their written agreements with Association shall be part of Operating Costs of Association and shall be assessed as a part of the Assessments.

21.10.3. Restoration. Upon the completion of any installation, upgrade, maintenance, repair, or removal of the Telecommunications Systems or any part thereof, each Telecommunications Provider shall restore the relevant portion of the Common Areas and/or any Home to as good a condition as that which existed prior to such installation, maintenance, repair or removal. Failure by Telecommunications Provider to commence such restoration within twenty (20) days after receiving written notice from Association of such failure or the Telecommunications Provider's failure to complete such restoration within ninety (90) days of commencement shall vest in Association the right (but not the obligation) to restore or cause to be restored such portion of the Common Areas and/or Home disturbed by such work, all at such Telecommunications Provider's sole cost and expense, except for in emergency situations whereby Association may restore or cause to be restored such disturbed portion of the Common Areas and/or Home immediately. In the event that Association exercises the right of self-help, each Telecommunications Provider agrees in advance that Association shall have the sole right to (i) select the contractors to perform such work and (ii) determine the extent of required restoration. This remedy of self-help is in addition to all other remedies of Association.

hereunder. All reasonable expenses incurred by Association in connection with such restoration shall be paid by Telecommunications Provider within twenty (20) days of completion of restoration and delivery to Telecommunications Provider of Association's invoice therefor. Any expenses not so paid when due shall bear interest from the due date at the lesser of (i) the publicly announced prime rate (or similar successor reference rate) of First Union National Bank on the date of such invoice, or (ii) the maximum rate of interest allowed by the law of the State of Florida for such obligations, or as may be provided in any agreement between Telecommunications Provider and Association:

21.11. Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE ASSOCIATION DOCUMENTS, ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF BAYWINDS INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

21.11.1. IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF BAYWINDS HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF BAYWINDS AND THE VALUE THEREOF; AND

21.11.2. ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR PALM BEACH COUNTY OR PREVENTS TORTIOUS ACTIVITIES; AND

21.11.3. THE PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY, AND WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY, OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO A HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF BAYWINDS (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS).

21.12. Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE ASSOCIATION DOCUMENTS ARE VERY COMPLEX; THEREFORE, ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO ASSOCIATION DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION,

PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. DEVELOPER HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.

21.13. Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A HOME, THIS DECLARATION LEGALLY AND FACTUALLY WAS EXECUTED IN PALM BEACH COUNTY, FLORIDA. DEVELOPER HAS AN OFFICE IN PALM BEACH COUNTY, FLORIDA AND EACH HOME IS LOCATED IN PALM BEACH COUNTY, FLORIDA. ACCORDINGLY, AN IRREFUTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN PALM BEACH COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER AND DEVELOPER AGREE THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN PALM BEACH COUNTY, FLORIDA.

21.14. Reliance. BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT HE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DEVELOPER IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DEVELOPER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DEVELOPER TO SUBJECT BAYWINDS TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

21.15. Duration of Rights. The rights of Developer set forth in this Declaration shall, unless specifically provided to the contrary herein, extend for a period of time ending upon the earlier of: (i) when neither Developer nor any affiliate of Developer has any further interest of any kind in Baywinds; or (ii) a relinquishment by Developer in an amendment to the Declaration placed in the Public Records.

21.16. Monitoring System.

21.16.1. Right to Install. Association shall have the right, but not the obligation, to contract for the installation of a Monitoring System for each Home within Baywinds. Prior to the Community Completion Date, all contracts for Monitoring Systems shall be subject to the prior written approval of Developer. Developer or its nominees, successors, assigns, affiliates, and licensees may install such a Monitoring System. Developer reserves the right, at any time and in its sole discretion, to discontinue or terminate any Monitoring System prior to the Community Completion Date. In addition, all Owners specifically acknowledge that Baywinds may have a perimeter access control system, such as fences, walls, hedges, or the like on certain perimeter areas. ASSOCIATION, NEIGHBORHOOD ASSOCIATIONS, CLUB OWNER, AND DEVELOPER SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY

REASON OF FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN.

21.16.2. Components. The Monitoring System, if installed, may include one or more manned gatehouses, one or more electronic gates, and roving attendants using vehicles. Association and Developer do not warrant or guaranty in any manner that the system will include these items, but reserve the right to install or provide the foregoing items, or any other items they deem appropriate in their sole and absolute discretion. After the Community Completion Date, Association may expand the Monitoring System by a vote of the majority of the Board, without the joinder or consent of the Owners or any third parties. Without limiting the foregoing, Developer and Association reserve the right to, at any time, increase, decrease, eliminate, or add manned or unmanned gates houses, information booths, sensors, gates and other access monitoring measures as they deem appropriate in their sole and absolute discretion; provided, however, no changes shall be made prior to the Community Completion Date without the prior written consent of Developer.

21.16.3. Part of Operating Costs. If furnished and installed within any Home, the cost of operating and monitoring any Monitoring System shall be included in Operating Costs of Association and shall be payable as a portion of the Assessments against Owners. The purpose of the Monitoring System will be to control access to Baywinds.

21.16.4. Club Owner. Club Owner shall have no obligation to pay any part of the costs of installing, maintaining, or replacing the Monitoring System. In the event that the system requires that each Owner accessing Baywinds use a card to enter Baywinds, each employee, the Manager, and each Member of the Club (as such terms are defined in the Club Covenants) shall also be entitled to such a card upon payment to Association of the actual cost of such card plus a reasonable administrative expense.

21.16.5. Owners' Responsibility. All Owners and occupants of any Home, and the tenants, guests and invitees of any Owner, as applicable, acknowledge that Association, its Board and officers, Developer, or Club Owner, their nominees or assigns, or any successor Developer, and the ACC and its members, do not represent or warrant that (a) any Monitoring System, designated by or installed according to guidelines established, will not be compromised or circumvented, (b) any Monitoring System will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, and/or (c) the Monitoring System will in all cases provide the detection for which the system is designed or intended. In the event that Developer elects to provide a Monitoring System, Developer shall not be liable to the Owners or Association with respect to such Monitoring System, and the Owners and Association shall not make any claim against Developer for any loss that an Owner or Association may incur by reason of break-ins, burglaries, acts of vandalism, personal injury or death, which are not detected or prevented by the Monitoring System. Each Owner and Association are responsible for protecting and insuring themselves in connection with such acts or incidents. The provision of a Monitoring System (including any type of gatehouse) shall in no manner constitute a warranty or representation as to the provision of or level of security within Baywinds or any residential subdivision contained therein. Developer, Builder, the Neighborhood Associations and Association do not guaranty or warrant, expressly or by implication, the merchantability of fitness for use of any Community Monitoring System, or that any such system (or any of its components or related services) will prevent intrusions, fires, or other occurrences, regardless of whether or not the Monitoring Service is designed to monitor the same. Each and every Owner and the occupant of each Home acknowledges that Developer, Builders, the Neighborhood Associations and Association, their employees, agents, managers, directors, and officers, are not insurers of Owners or Homes, or the personal property located within Homes. Developer, Builders, the Neighborhood Associations and Association will not be responsible or liable for losses, injuries, or deaths resulting from any such events.

22. Refund of Taxes and Other Charges. Unless otherwise provided herein, Association agrees that any taxes, fees or other charges paid by Developer to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to Developer in the event such refund is received by Association.

23. Assignment of Powers. All or any part of the rights, exemptions and powers and reservations of Developer or Club Owner, as the case may be, herein contained may be conveyed or assigned in whole or part to other persons or

entities by an instrument in writing duly executed, acknowledged, and, at Developer's option, recorded in the Public Records.

24. Housing for Older Persons.

24.1. Age of Residents, Services and Facilities. Subject to all local ordinances, as they may be amended from time to time, at least eighty percent (80%) of the Homes must be occupied by at least one (1) person fifty-five (55) years of age or older. No person under the age of eighteen (18) may be a permanent occupant of any Home; except that persons under the age of eighteen (18) may be permitted to visit and temporarily reside for periods not to exceed thirty (30) days in total in any calendar year. Such temporary residency shall be governed by Rules and Regulations adopted by the Board. By way of example, if a Home is transferred by inheritance, the requirement as to one occupant of such Home being fifty-five (55) years of age or older is waived as to occupancy by the heirs so long as no permanent occupant is under the age of eighteen (18) years and further so long as at least eighty percent (80%) of all the Homes in Baywinds are occupied by one person fifty-five (55) years of age or older. It shall be the responsibility of the Board of Association to determine whether eighty percent (80%) of the Homes in Baywinds are occupied by at least one person who is fifty-five (55) years of age or older. Subject to the terms of this Declaration, the Articles and By-Laws, the Board shall have the authority to make any additional capital improvements upon the Community Property necessary to provide facilities or services specifically designed to meet the requirements of the Fair Housing Act, as amended from time to time (the "Act"). Notwithstanding anything to the contrary set forth in this Declaration, the restriction that no person under the age of eighteen (18) years may be a permanent occupant of any Home shall be in perpetuity and shall not be subject to amendment. The provisions of this Section are intended specifically to be consistent with, and are set forth in order to comply with the provisions of the Act, and exceptions therefrom provided by 42 U.S.C., Section 3607, regarding discrimination based on familial status, and may be amended at any time to reduce the fifty-five (55) years of age restriction if so permitted by the Act. Each Owner should be aware that up to twenty percent (20%) of the Homes in Baywinds may be occupied by persons who are under the age of fifty-five (55) so long as such persons are eighteen (18) years of age or older.

24.2. Sale or Lease. This Section shall in no way be deemed to restrict the ownership of any Home; provided, however, no Owner may occupy a Home nor permit occupancy of a Home except in compliance with the requirements of this Section. Owners shall be responsible for including the statement that the Homes within Baywinds are intended for occupancy by persons fifty-five (55) years of age or older, as set forth above, in conspicuous type in any lease or other occupancy agreement or contract of sale relating to such Owner's Home, which agreements or contracts shall be in writing and signed by the tenant or purchaser, and for clearly disclosing such interest to any prospective tenant, purchaser or other potential occupant of the Home. Every lease of a Home shall provide that failure to comply with the requirements and restrictions of this Section shall constitute a default under the lease.

24.3. Change of Occupancy. In the event of any change in occupancy of any Home, as a result of transfer, sale, gift, lease, sublease, assignment, death, birth, marriage, separation, divorce, or otherwise, the Owner of such Home shall immediately notify the Board in writing and provide to the Board the names and ages of all current occupants of the Home and such other information so the Board may reasonably require to verify the age of each occupant. In the event that an Owner fails to notify the Board and provide all required information within ten (10) days after a change in occupancy occurs, Association shall be authorized to levy monetary fines against the Owner and the Home for each day the change in occupancy occurs until Association receives the required action and information, regardless of whether the occupants continue to meet the requirements of this Section, in addition to all other remedies available to Association under this Declaration.

24.4. Maintaining Age Records. Association shall be responsible for maintaining age records on all occupants of Homes. The Board shall adopt policies, procedures and rules to monitor and maintain compliance with this Section, including policies regarding visitors, conducting a census of the occupants of Homes, requiring copies of birth certificates or other proof of age for each occupant of the Home to be provided to the Board on a periodic basis, updating age records as appropriate, the granting of exemptions pursuant to this Section, and enforcement. Association shall periodically distribute such policies, procedures and rules to the Owners and make copies available to Owners, their tenants and mortgagees upon reasonable request.

24.5. **Enforcement of Provisions.** Association shall have the power and authority to enforce this Section in any legal manner available, as the Board deems appropriate, including, without limitation, taking action to evict the occupants of any Home which does not comply with the requirements and restrictions of this Section. EACH OWNER HEREBY APPOINTS ASSOCIATION AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF TAKING LEGAL ACTION TO DISPOSSESS, EVICT OR OTHERWISE REMOVE THE OCCUPANTS OF HIS OR HER HOME AS NECESSARY TO ENFORCE COMPLIANCE WITH THIS SECTION. Each Owner shall fully and trustfully respond to any and all requests by Association for information regarding the occupancy of the Home which in the judgement of the Board are reasonably necessary to monitor compliance with this Section.

25. **General Provisions.**

25.1. **Authority of Board.** Except when a vote of the membership of Association is specifically required, all decisions, duties, and obligations of Association hereunder may be made by the Board. Association and Owners shall be bound thereby.

25.2. **Severability.** Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect.

25.3. **Execution of Documents.** Developer's plan of development for the Property (including, without limitation, the creation of one (1) or more special taxing districts) may necessitate from time to time the execution of certain documents as required by governmental agencies. To the extent that said documents require the joinder of Owners other than Developer, Developer, by its duly authorized officers, may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents (including, without limitation, any consents or other documents required by any governmental agencies in connection with the creation of any special taxing district); and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact, for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home or any other portion of Baywinds, to execute or otherwise join in any petition and/or other documents required in connection with the creation of a special taxing district relating to Baywinds or any portion(s) thereof.

25.4. **Affirmative Obligation of Association.** In the event that Association believes that Developer has failed in any respect to meet Developer's obligations under this Declaration or has failed to comply with any of Developer's obligations under law or the Common Areas are defective in any respect, Association shall give written notice to Developer detailing the alleged failure or defect. Association agrees that once Association has given written notice to Developer pursuant to this Section, Association shall be obligated to permit Developer and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Developer to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Developer to repair or address, in Developer's sole option and expense, any aspect of the Common Areas deemed defective by Developer during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Developer. At this time, it is impossible to determine the actual damages Developer might suffer. Accordingly, if Association fails to comply with its obligations under this Section in any respect, Association shall pay to Developer liquidated damages in the amount of \$250,000.00 which Association and Developer agree are a fair and reasonable remedy.

25.5. **Notices.** Any notice required to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing.

25.6. Florida Statutes. Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date this Declaration is recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

25.7. Title Documents. Each Owner by acceptance of a deed to a Home acknowledges that such home is subject to certain land use and title documents and all amendments thereto, which may include among other items, the following documents (collectively, the "Title Documents"):

1. Resolution by Palm Beach County Fixing Setback Requirements along Okeechobee Road recorded in Deed Book 1104 at Page 155, and as amended in Deed Book 1125 at Page 442.
2. Right-of-Way of State Road No. 7, as now laid out and in use, as shown in Miscellaneous Plat Book 1 at Page 55.
3. Terms, provisions and rights in favor of together with an Easement granted to Florida Power & Light Company over the North 160 feet of Section 19, as contained in that Right-of-Way Agreement recorded in Official Records Book 1046 at Page 520.
4. Notices and Disclosures of Taxing Authority by Northern Palm Beach County Water Control District (as to payment of maintenance taxes and special assessments on an annual basis), recorded in Official Records Book 6318 at Page 1377 and Official Records Book 7631 at Page 153.
5. Restrictions, covenants and conditions as contained in the Development Agreement between Lennar Homes, Inc. and City of West Palm Beach recorded in Official Records Book 7956 at Page 1661, as amended in Official Records Book 10683 at Page 941.
6. Terms, provisions and assessment lien provisions in favor of City of West Palm Beach as contained in that Memorandum of Development Agreement for Water and Wastewater Service, recorded in Official Records Book 8790 at Page 576.
7. Deed of Conservation Easement from Lennar Homes, Inc. to Northern Palm Beach County Improvement District, dated October 15, 1997, and recorded in Official Records Book 10062 at Page 1614 as amended in Official Records Book 10864 at Page 74.
8. Utility Easement in favor of the City of West Palm Beach, Florida recorded in Official Records Book 11170 at Page 1967.
9. Blanket Water Management Easement recorded in Official Records Book 10824 at Page 816.

ALL OF THE FOREGOING RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

Developer's plan of development for Baywinds may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. DEVELOPER RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of Owners other than Developer, Developer, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home: (i) to execute or otherwise join in any documents required in connection

with the amendment, modification, or termination of the Title Documents; and (ii) that such Owner has waived its right to object to or comment the form or substance of any amendment, modification, or termination of the Title Documents. Without limiting the foregoing, upon the Community Completion Date Association shall assume all of the obligations of Developer under the Title Documents unless otherwise provided by Developer by amendment to this Declaration recorded by Developer in the Public Records, from time to time, and in the sole and absolute discretion of Developer.

25.8. Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF BAYWINDS ARE HEREBY PLACED ON NOTICE THAT DEVELOPER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES WILL BE, FROM TIME TO TIME, CONDUCTING EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO BAYWINDS BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF BAYWINDS, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO BAYWINDS WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DEVELOPER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM DEVELOPER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF BAYWINDS HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

IN WITNESS WHEREOF, the undersigned, being Developer hereunder, has hereunto set its hand and seal this _____ day of _____, 2000.

WITNESSES:

LENNAR LAND PARTNERS, a
Florida general partnership

By: Lennar Homes, Inc., a Florida corporation,
attorney in fact*

[Signature]
Print name: SICILY TAYLOR
[Signature]
Print name: MELISSA DIAZ

By: [Signature]
Name: DOYLE D. DUBLEY
Title: Vice-President

(SEAL)

*pursuant to that certain Power of Attorney recorded in Official Records Book 10092 at page 423 in the Public Records of Palm Beach County, Florida

STATE OF FLORIDA

COUNTY OF Dade

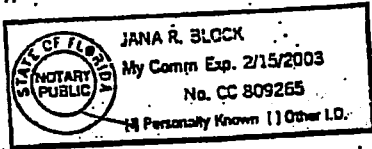
)
) SS.:
)

The foregoing instrument was acknowledged before me this 2nd day of February, 2000 by Dwight D. Dudley, as Vice President of Lennar Homes, Inc., a Florida corporation, attorney in fact for Lennar Land Partners, a Florida general partnership who is personally known to me or who has produced N/A as identification.

My commission expires:

Jana R. Block
NOTARY PUBLIC, State of Florida

Print name: Jana R. Block



JOINDER

LENNAR HOMES, INC.

LENNAR HOMES, INC. does hereby join in the Declaration of Restrictions and Covenants for the Baywinds Community to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this _____ day of _____, 2000.

WITNESSES:

LENNAR HOMES, INC., a Florida corporation

[Signature]
Print Name: Gina Hogen

By: [Signature]
Name: Doyle D. Dudley
Title: Vice-President

[Signature]
Print Name: Melissa Diaz

{SEAL}

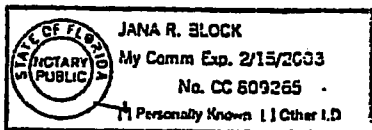
STATE OF FLORIDA)
COUNTY OF Dade) SS.:

The foregoing instrument was acknowledged before me this 22nd day of Feb., 2000 by Doyle D. Dudley as Vice President of LENNAR HOMES, INC., a Florida corporation, who is personally known to me or who produced N/A as identification, on behalf of the corporation.

My commission expires:

[Signature]
NOTARY PUBLIC, State of Florida

Print name: Jana R. Block



CONSENT

BANK ONE, AS AGENT

BANK ONE, NA, formerly known as the First National Bank of Chicago, as Agent does hereby join in the Master Declaration of Restriction and Covenants for the Baywinds Community, for the purpose of consenting as the holder of that Mortgage Deed and Security Agreement recorded in Official Records Book 10079, Page 1550, Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, the undersigned has executed this Consent on this _____ day of _____, 199__.

WITNESS:

BANK ONE, NA, formerly known as THE FIRST NATIONAL BANK OF CHICAGO, AS AGENT

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

STATE OF _____)

) SS.:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 199__ by _____ of BANK ONE, NA, formerly known as the First National Bank of Chicago, as Agent, who is personally known to me or to me or who produced _____ as identification, on behalf of the corporation.

My commission expires: _____

NOTARY PUBLIC, State of _____

Print Name: _____

Original Declaration shall be construed as a single document. Except as modified hereby, the Original Declaration shall remain in full force and effect.

3. Capitalized Terms. All initially capitalized terms not defined herein shall have the meaning set forth in the Original Declaration, except that the defined term "Declaration" is hereby modified as follows:

"Declaration" shall mean the Original Declaration and this First Amendment, together with all amendments and modifications thereof.

4. Section 24.1. Housing for Older Persons. All references to eighteen (18) years of age in Section 24.1 of the Declaration are hereby changed to nineteen (19) years, so that Section 24.1 shall read as follows:

24.1 Age of Residents; Services and Facilities. Subject to all local ordinances, as they may be amended from time to time, at least eighty percent (80%) of the Homes must be occupied by at least one (1) person fifty-five (55) years of age or older. No person under the age of nineteen (19) may be a permanent occupant of any Home, except that persons under the age of nineteen (19) may be permitted to visit and temporarily reside for periods not to exceed thirty (30) days in total in any calendar year. Such temporary residency shall be governed by Rules and Regulations adopted by the Board. By way of example, if a Home is transferred by inheritance, the requirement as to one occupant of such Home being fifty-five (55) years of age or older is waived as to occupancy by the heirs so long as no permanent occupant is under the age of nineteen (19) years and further so long as at least eighty percent (80%) of all the Homes in Baywinds are occupied by one person fifty-five (55) years of age or older. It shall be the responsibility of the Board of Association to determine whether eighty percent (80%) of the Homes in Baywinds are occupied by at least one person who is fifty-five (55) years of age or older. Subject to the terms of this Declaration, the Articles and By-Laws, the Board shall have the authority to make any additional capital improvements upon the Community Property necessary to provide facilities or services specifically designed to meet the requirements of the Fair Housing Act, as amended from time to time (the "Act"). Notwithstanding anything to the contrary set forth in this Declaration, the restriction that no person under the age of nineteen (19) years may be a permanent occupant of any Home shall be in perpetuity and shall not be subject to amendment. The provisions of this Section are intended specifically to be consistent with, and are set forth in order to comply with the provisions of the Act, and exceptions therefrom provided by 42 U.S.C., Section 3607 regarding discrimination based on familial status, and may be amended at any time to reduce the fifty-five (55) years of age restriction if so permitted by the Act. Each Owner should be aware that up to twenty percent (20%) of the Homes in Baywinds may be occupied by persons who are under the age of fifty-five (55) so long as such persons are nineteen (19) years of age or older.

JOINDER

BAYWINDS COMMUNITY ASSOCIATION, INC.

BAYWINDS COMMUNITY ASSOCIATION, INC. does hereby join in the First Amendment to Declaration of Restrictions and Covenants for the Baywinds Community ("First Amendment"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association acknowledges that this Joinder is for convenience only and is not to the effectiveness of the First Amendment, as Association has no right to approve the First Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this _____ day of September, 2000.

WITNESSES:

Mark Brumfield

Print Name: Mark Brumfield

Nebbie L. Sauer

Print Name: Nebbie L. Sauer

BAYWINDS COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation

By: *Robert W. Drews*

Name: Robert Drews

Title: Vice President

(SEAL)

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

SS:-

The foregoing instrument was acknowledged before me this 13 day of September, 2000 by Robert Drews as Vice President of BAYWINDS COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation, who is personally known to me or who produced N/A as identification on behalf of the corporation.

My commission expires:



NOTARY PUBLIC, State of Florida
at Large

Print name: *Sandi M Cooper*
Sandi M Cooper

Oct-05-2000 24:32pm 210-382358
ORB 12057 Pg 1777

PREPARED BY ANI) RETURN TO:

PATRICIA K. FLETCHER, ESQ.
Patricia Kimball Fletcher, P.A.
Duane, Morris & Hecksher LLP
200 South Biscayne Blvd., Suite 3410
Miami, Florida 33131

✓ Mark Brumfield
12230 Forest Hill Blvd Ste 150
Wellington, FL 33414

SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS AND COVENANTS
FOR
THE BAYWINDS COMMUNITY

THIS SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS AND COVENANTS FOR THE BAYWINDS COMMUNITY ("Second Amendment") is made by Lennar Lund Partners, a Florida general partnership ("Lennar") and joined in by Baywinds Community Association, Inc., a Florida not-for-profit corporation ("Association").

RECITALS

- A. Lennar recorded the Declaration of Restrictions and Covenants for the Baywinds Community in Official Records Book 11658 at Page 144 of the Public Records of Palm Beach County, Florida (the "Original Declaration"), respecting the community known as Baywinds.
- B. Thereafter, the Declaration was amended by that certain First Amendment to Declaration of Restrictions and Covenants for the Baywinds Community recorded in Official Records Book 12013 at Page 1248 of the Public Records of Palm Beach County, Florida ("First Amendment"). The Original Declaration together with the First Amendment shall hereinafter be referred to as the "Declaration."
- C. Section 4.2 of the Declaration permits Lennar, as Developer, to amend the Declaration as it deems appropriate without the joinder or consent of any other person or entity whatsoever prior to the Turnover Date (as defined in the Declaration), which date has not yet occurred.
- D. Lennar desires to amend the Declaration as set forth herein

NOW THEREFORE, Lennar hereby declares that every portion of Baywinds is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

DRB 12057 Pg 1778

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated into and form a part of this Second Amendment.
2. **Conflicts.** In the event that there is a conflict between this Second Amendment and the Declaration, this Second Amendment shall control. Whenever possible, this Second Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.
3. **Capitalized Terms.** All initially capitalized terms not defined herein shall have the meaning set forth in the Declaration, except that the defined term "Declaration" is hereby modified as follows:
"Declaration" shall mean the Declaration and this Second Amendment, together with all amendments and modifications thereof.
4. **Section 24.1. Housing for Older Persons.** All references to "under the age of nineteen (19)" in Section 24.1 of the Declaration are hereby changed to "nineteen (19) years of age and younger" so that Section 24.1 shall read as follows:

24.1 Age of Residents, Services and Facilities: Subject to all local ordinances, as they may be amended from time to time, at least eighty percent (80%) of the Homes must be occupied by at least one (1) person fifty-five (55) years of age or older. No person nineteen (19) years of age and younger may be a permanent occupant of any Home, except that persons nineteen (19) years of age and younger may be permitted to visit and temporarily reside for periods not to exceed thirty (30) days in total in any calendar year. Such temporary residency shall be governed by Rules and Regulations adopted by the Board. By way of example if a Home is transferred by inheritance, the requirement as to one occupant of such Home being fifty-five (55) years of age or older is waived as to occupancy by the heirs so long as no permanent occupant is nineteen (19) years of age and younger and further so long as at least eighty-percent (80%) of all the Homes in Baywinds are occupied by one person fifty-five (55) years of age or older. It shall be the responsibility of the Board of Association to determine whether eighty percent (80%) of the Homes in Baywinds are occupied by at least one person who is fifty-five (55) years of age or older. Subject to the terms of this Declaration, the Articles and By-Laws, the Board shall have the authority to make any additional capital improvements upon the Community Property necessary to provide facilities or services specifically designed to meet the requirements of the Fair Housing Act, as amended from time to time (the "Act"). Notwithstanding anything to the contrary set forth in this Declaration, the restriction that no person nineteen (19) years of age and younger may be a permanent occupant of any Home shall be in perpetuity and shall not be subject to amendment. The provisions of this Section are intended specifically to be consistent with, and are set forth in order to comply with the provisions of the Act, and exceptions therefrom provided by 42 U.S.C., Section 3607 regarding discrimination based on familial status, and may be amended at any time to reduce the fifty-five (55) years of age restriction if so permitted by the Act. Each Owner should be aware that up to twenty percent (20%) of the

DRB 12057 Pg 1780
DOROTHY H. WILKEN, CLERK PB COUNTY, FL.

JOINDER

BAYWINDS COMMUNITY ASSOCIATION, INC.

BAYWINDS COMMUNITY ASSOCIATION, INC. does hereby join in the Second Amendment to Declaration of Restrictions and Covenants for the Baywinds Community ("Second Amendment"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association acknowledges that this Joinder is for convenience only and is not to the effectiveness of the Second Amendment, as Association has no right to approve the Second Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this ___ day of October, 2000.

WITNESSES:

BAYWINDS COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation.

Mark Brunfield
Print Name: Mark Brunfield

Debbie L. Sciegota
Print Name: Debbie L. Sciegota

By: *Robert W. Drews Pres.*
Name: Robert Drews
Title: Vice President

{SEAL}

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

SS.:

The foregoing instrument was acknowledged before me this 4 day of October, 2000 by Robert Drews as Vice President of BAYWINDS COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation, who is personally known to me or who produced N/A as identification on behalf of the corporation.

My commission expires:

NOTARY PUBLIC, State of Florida
SANDRA L. COOPER
MY COMMISSION # 00000000
EXPIRES: September 3, 2001
Sandra M Cooper

PREPARED BY AND RETURN TO:

PATRICIA K. FLETCHER, ESQ.
Patricia Kimball Fletcher, P.A.
Duane, Morris & Heckscher LLP
200 South Biscayne Blvd., Suite 3410
Miami, Florida 33131

THIRD AMENDMENT TO DECLARATION OF RESTRICTIONS AND COVENANTS
FOR
THE BAYWINDS COMMUNITY

THIS THIRD AMENDMENT TO DECLARATION OF RESTRICTIONS AND COVENANTS FOR THE BAYWINDS COMMUNITY ("Third Amendment") is made by Lennar Land Partners, a Florida general partnership ("Lennar") and joined in by Baywinds Community Association, Inc., a Florida not-for-profit corporation ("Association").

RECITALS

A. Lennar recorded the Declaration of Restrictions and Covenants for the Baywinds Community in Official Records Book 11658 at Page 144 of the Public Records of Palm Beach County, Florida (the "Original Declaration"), respecting the community known as Baywinds.

B. Thereafter, the Declaration was amended by that certain First Amendment to Declaration of Restrictions and Covenants for the Baywinds Community recorded in Official Records Book 12013 at Page 1248 and that certain Second Amendment to Declaration of Restrictions and Covenants for the Baywinds Community recorded in Official Records Book 12057 at Page 1777, both of the Public Records of Palm Beach County, Florida (the "Amendments"). The Original Declaration together with the Amendments shall hereinafter be referred to as the "Declaration".

C. Section 4.2 of the Declaration permits Lennar, as Developer, to amend the Declaration as it deems appropriate without the joinder or consent of any other person or entity whatsoever prior to the Turnover Date (as defined in the Declaration), which date has not yet occurred.

D. Lennar desires to amend the Declaration as set forth herein

NOW THEREFORE, Lennar hereby declares that every portion of Baywinds is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

172 For Hill
Suite 150
Wellington, FL 33414

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Third Amendment.

2. Conflicts. In the event that there is a conflict between this Third Amendment and the Declaration, this Third Amendment shall control. Whenever possible, this Third Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

3. Capitalized Terms. All initially capitalized terms not defined herein shall have the meaning set forth in the Declaration, except that the defined term "Declaration" is hereby modified as follows:

"Declaration" shall mean the Declaration and this Third Amendment together with all amendments and modifications thereof.

4. Section 11.4.4. The following sentence is hereby added to the end of Section 11.4.4:

In addition to the above surface water management system public improvements, NPBCID will also be constructing, operating and maintaining (unless indicated above that a maintenance agreement is entered into between NPBCID and the Association) the following public infrastructure improvements within Baywinds, namely: a) Spine road water and sewer improvements.

IN WITNESS WHEREOF, the undersigned, being Developer under the Declaration, has hereunto set its hand and seal this 31 day of January, 2001.

WITNESSES:

[Signature]

Print Name: Bosky Wilson

[Signature]

Print Name: Jill George

LENNAR LAND PARTNERS, a Florida general partnership

By: Lennar Homes, Inc., a Florida corporation, attorney in fact*

By: *[Signature]*
Name: Doyle D. Dudley
Title: Vice President

(SEAL)

*pursuant to that certain Power of Attorney recorded in Official Records Book 10092 at page 423 in the Public Records of Palm Beach County, Florida

Records Book 10092 at page 423 in the Public Records of Palm Beach County, Florida

STATE OF FLORIDA)

COUNTY OF Broward)

SS.:

The foregoing instrument was acknowledged before me this 31 day of January, 2001 by Doyle D. Dudley as Vice President of Lennar Homes, Inc., as attorney in fact for Lennar Land Partners, a Florida general partnership, who is personally known to me or who has produced N/A as identification.

My commission expires:



Christine Nunzio
MY COMMISSION # CC927973 EXPIRES
April 15, 2004
BONDED THROUGH TROY FAIR INSURANCE, INC.

Christine Nunzio
NOTARY PUBLIC, State of Florida
at Large
Print name: Christine Nunzio

11/16/2001 08:12:57 2001ES07079
DR BK 13094 FS #221
Palm Beach County, Florida

PREPARED BY AND RETURN TO:

PATRICIA K. FLETCHER, ESQ.
Patricia Kimball Fletcher, P.A.
Duane, Morris & Heckscher LLP
200 South Biscayne Blvd., Suite 3410
Miami, Florida 33131

FOURTH AMENDMENT TO DECLARATION OF RESTRICTIONS AND COVENANTS
FOR THE BAYWINDS COMMUNITY

THIS FOURTH AMENDMENT TO DECLARATION OF RESTRICTIONS AND COVENANTS FOR THE BAYWINDS COMMUNITY ("Fourth Amendment") is made by Lennar Land Partners, a Florida general partnership ("Lennar") and joined in by Baywinds Community Association, Inc., a Florida not-for-profit corporation ("Association").

RECITALS

- A. Lennar recorded the Declaration of Restrictions and Covenants for the Baywinds Community in Official Records Book 11658 at Page 144 of the Public Records of Palm Beach County, Florida (the "Original Declaration"), respecting the community known as Baywinds.
- B. Thereafter, the Original Declaration was amended by that certain First Amendment to Declaration of Restrictions and Covenants for the Baywinds Community recorded in Official Records Book 12013 at Page 1248, that certain Second Amendment to Declaration of Restrictions and Covenants for the Baywinds Community recorded in Official Records Book 12057 at Page 1777, and that certain Third Amendment to Declaration of Restrictions and Covenants for the Baywinds Community recorded in Official Records Book 12301 at Page 358, all of the Public Records of Palm Beach County, Florida (the "Amendments"). The Original Declaration together with the Amendments shall hereinafter be referred to as the "Declaration."
- C. Section 5.3 of the Declaration provides that prior to the Turnover Date, any portions of Baywinds (or any additions thereto) may be withdrawn by Developer from the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records.
- D. Section 4.2 of the Declaration permits Lennar, as Developer, to amend the Declaration as it deems appropriate without the joinder or consent of any other person or entity whatsoever.

prior to the Turnover Date (as defined in the Declaration), which date has not yet occurred.
D. Lennar desires to amend the Declaration as set forth herein.

NOW THEREFORE, Lennar hereby declares that every portion of Baywinds is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Fourth Amendment.

2. Conflicts. In the event that there is a conflict between this Fourth Amendment and the Declaration, this Fourth Amendment shall control. Whenever possible, this Fourth Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

3. Capitalized Terms. All initially capitalized terms not defined herein shall have the meaning set forth in the Declaration, except that the defined term "Declaration" is hereby modified as follows:

"Declaration" shall mean the Original Declaration, the Amendments and this Fourth Amendment, together with all amendments and modifications thereof.

4. Withdrawal of Property. The real property legally described on Exhibit A to this Fourth Amendment is hereby withdrawn from Exhibit 1 attached to the Declaration, as well as the definition of "Baywinds" and the jurisdiction of the Association, and is also withdrawn from Exhibit A of the Club Covenants, which are attached as Exhibit 4 to the Declaration.

5. Covenant Running with the Land. The Fourth Amendment is a covenant running with all of Baywinds, and shall be binding upon their successors and assigns.

IN WITNESS WHEREOF, the undersigned, being Developer under the Declaration, has hereunto set its hand and seal this 16th day of October, 2001.

WITNESSES:

Kerry C. McIlary
Print Name: Kerry C. McIlary
Lisa M. Wentz
Print Name: LISA WENTZ

LENNAR LAND PARTNERS, a
Florida general partnership

By: Lennar Homes, Inc., a Florida
corporation, attorney in fact

By: Dovle D. Dudley
Name: Dovle D. Dudley
Title: Vice President

{SEAL}

{SEAL}

Transmit to that certain Power of Attorney recorded in Official Records Book 10092 at page 423 in the Public Records of Palm Beach County, Florida



STATE OF FLORIDA)
) SS:
COUNTY OF Palm Beach)

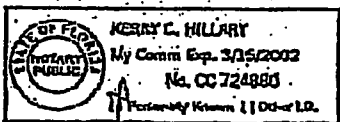
The foregoing instrument was acknowledged before me this 16th day of Oct., 2001 by Doyle D. Dudley as Vice President of Lennar Homes, Inc., as attorney in fact for Lennar Land Partners, a Florida general partnership, who is personally known to me or who has produced _____ as identification.

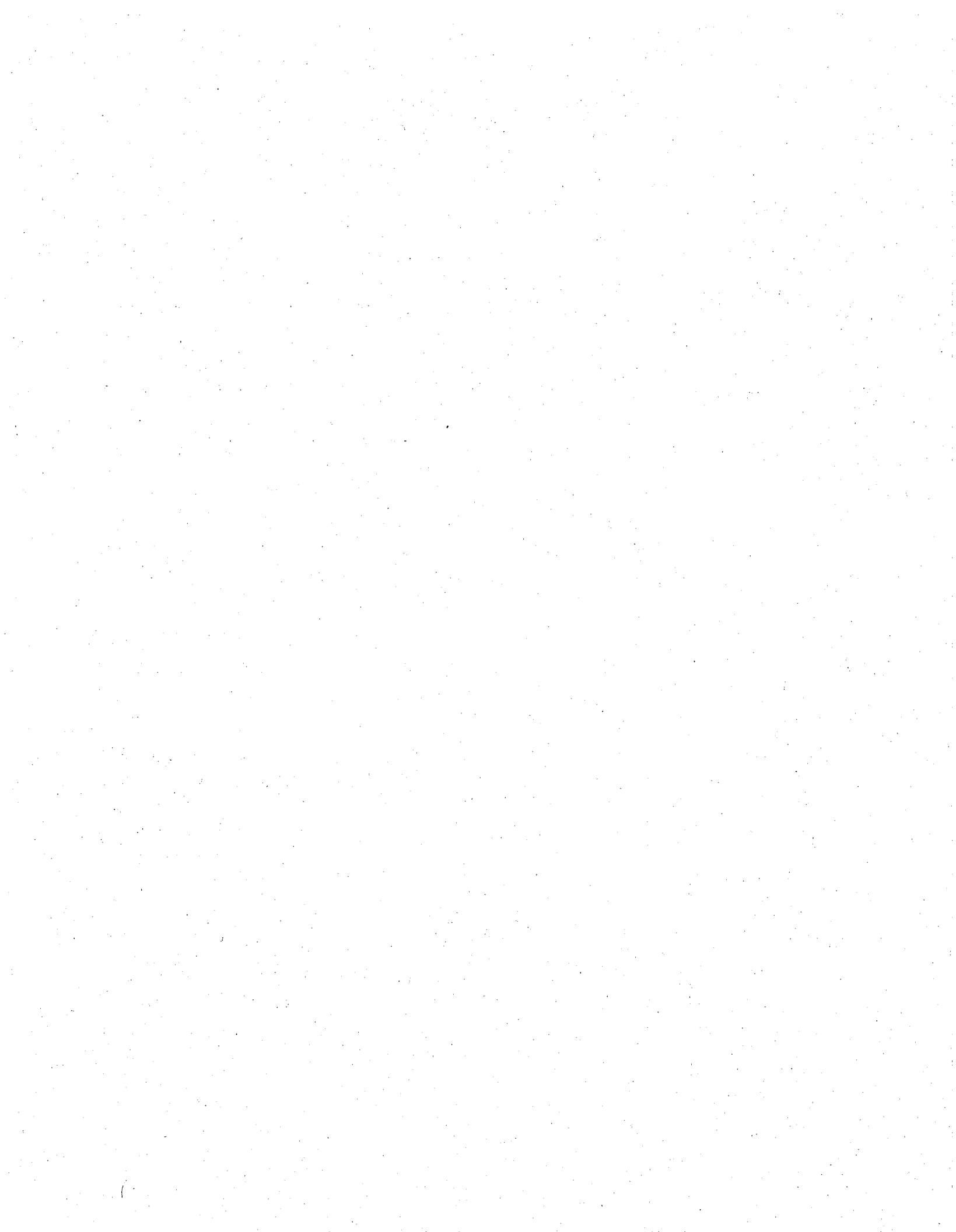
My commission expires:

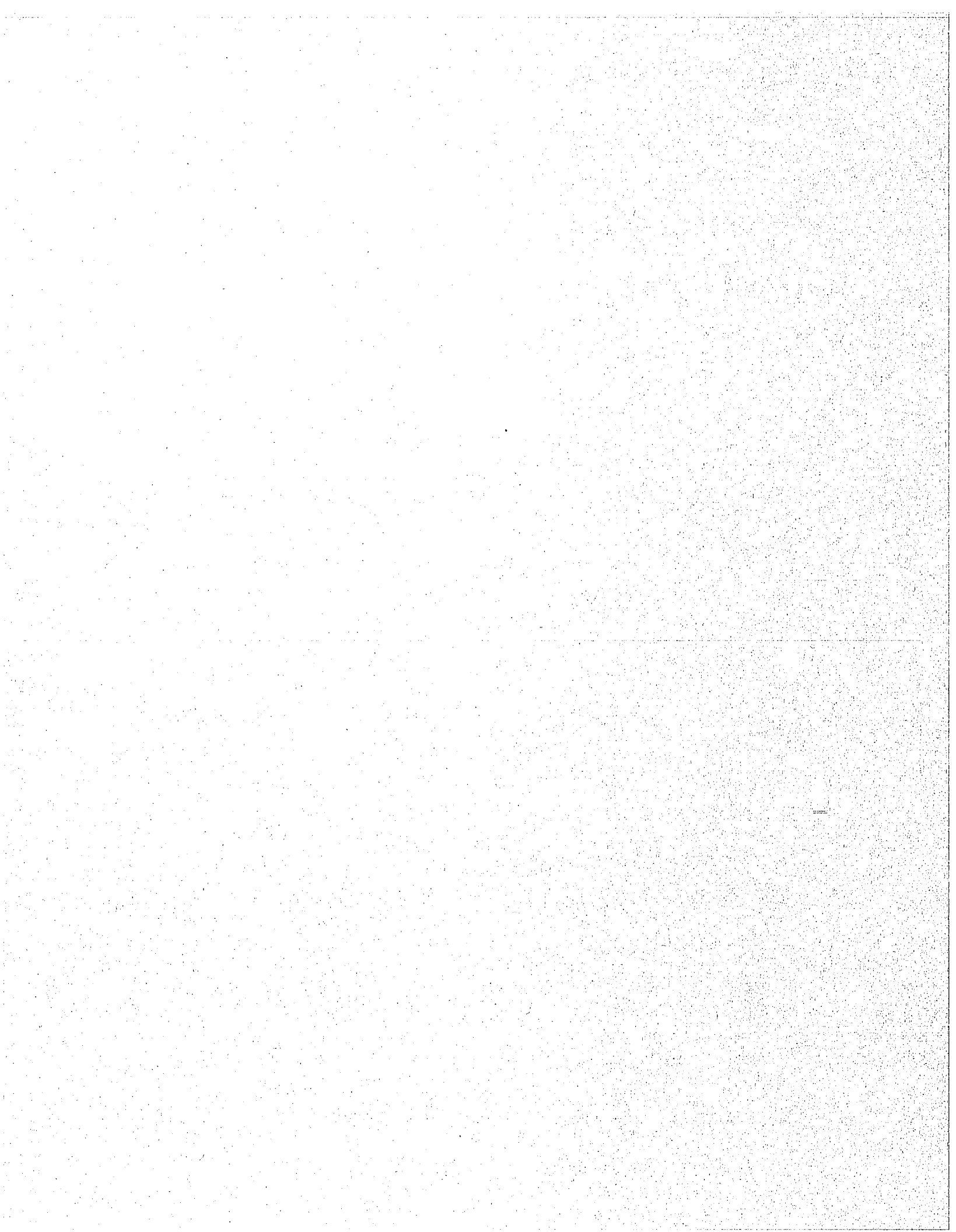
3/15/02

Kerry C. Hillary
NOTARY PUBLIC, State of Florida

Print name: Kerry C. Hillary







SEP 23 1999
MILWAUKEE REGISTRY

**ARTICLES OF INCORPORATION
BAYWINDS COMMUNITY ASSOCIATION, INC.
(A CORPORATION NOT FOR PROFIT)**

State of Florida



Department of State.

I certify the attached is a true and correct copy of the Articles of Incorporation of BAYWINDS COMMUNITY ASSOCIATION, INC., a Florida corporation, filed on September 29, 1999, as shown by the records of this office.

The document number of this corporation is N99000005777.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-ninth day of September, 1999



CR2E022 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

60 of 123

ARTICLES OF INCORPORATION
OF
BAYWINDS COMMUNITY ASSOCIATION, INC.
(A CORPORATION NOT FOR PROFIT)

RECORDED
SEP 22 1999
COUNTY OF PALM BEACH

In compliance with the requirements on the Laws of the State of Florida, and for the purpose of forming a corporation not for profit, the undersigned does hereby acknowledge:

1. Name of Corporation. The name of the corporation is BAYWINDS COMMUNITY ASSOCIATION, INC. ("Association").
2. Principal Office. The principal office of the Association 8190 State Road 84, Davie, Florida 33324.
3. Registered Office - Registered Agent. The street address of the Registered Office of the Association is 100 S.E. 2nd Street, Suite 2800, Miami, Florida 33131. The name of the Registered Agent of the Association is:
KTG&S Registered Agent Corporation
4. Definitions. A declaration entitled Declaration of Restrictions and Covenants for Baywinds Community (the "Declaration") will be recorded in the Public Records of Palm Beach County, Florida, and shall govern all of the operations of a community to be known as Baywinds. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
5. Purpose of the Association. The Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Common Areas, and improvements thereon; (b) perform the duties delegated to it in the Declaration; (c) administer the interests of the Association and the Owners; (d) promote the health, safety and welfare of the Owners.
6. Not for Profit. The Association is a not for profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members.
7. Powers of the Association. The Association shall, subject to the limitations and reservations set forth in the Declaration and the Club Covenants, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:
 - 7.1. To perform all the duties and obligations of the Association set forth in the Declaration and By-Laws, as herein provided.

7.2. To enforce, by legal action or otherwise, the provisions of the Declaration and By-Laws and of all rules, regulations, covenants, restrictions and agreements governing or binding the Association and Baywinds.

7.3. To operate and maintain the Surface Water Management System as required by the Environmental Resource Permit and Declaration, including the lake and mitigation areas.

7.4. To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and By-Laws.

7.5. To pay all Operating Costs, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Association.

7.6. To do all acts and make all payments required by the Club Covenants.

7.7. To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Areas) in connection with the functions of the Association except as limited by the Declaration.

7.8. To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.

7.9. To purchase the Club as provided in the Club Covenants without the joinder or consent of the Owners or any other party.

7.10. To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of, Baywinds to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration.

7.11. To participate in mergers and consolidations with other non-profit corporations organized for the same purposes.

7.12. To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association, Baywinds, the Common Areas, Parcels and Homes as provided in the Declaration and to effectuate all of the purposes for which the Association is organized.

7.13. To have and to exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the Laws of the State of Florida may now, or hereafter, have or exercise.

7.14. To employ personnel and retain independent contractors to contract for management of the Association, Baywinds and the Common Area and Club (if Association shall ever be appointed Club Manager pursuant to the Club Covenants) as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of the Association.

7.15. To contract for services to be provided to, or for the benefit of, the Association, Club Owner, Owners, the Common Areas and Baywinds and the Club as provided in the Declaration and Club Covenants such as, but not limited to, Telecommunication Services, maintenance, garbage pick-up, and utility services.

7.16. To establish committees and delegate certain of its functions to those committees.

8. Voting Rights. Owners and Developer shall have the voting rights set forth in the By-Laws.

9. Board of Directors. The affairs of the Association shall be managed by a Board of odd number with not less than three (3) nor more than nine (9) members. The initial number of directors shall be three (3). Board members shall be appointed and/or elected as stated in the By-Laws. The election of Directors shall be held at the annual meeting. Directors shall be elected for a term expiring on the date of the next annual meeting. The names and addresses of the members of the first Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

NAME

ADDRESS

DENISE GEARY

8190 State Road 84
Davie, Florida 33324

ROBERT DREWS

12230 Forest Hill Blvd., Suite 150
Wellington, FL 33414

JILL CIERPIK

8190 State Road 84
Davie, Florida 33324

10. Dissolution. In the event of the dissolution of the Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Common Areas, in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties. In addition, if Association is dissolved, the Surface Water Management System shall be conveyed to an appropriate agency of local government. If a governmental agency will not accept the Surface Water Management System, then it must be dedicated to a similar non-profit corporation.

11. Duration. The Association shall have perpetual existence.

12. Amendments.

12.1. General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of Developer or Club Owner unless such amendment receives the prior written consent of Developer or Club Owner, as applicable, which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

12.2. Amendments Prior to the Turnover Date. Prior to the Turnover Date, Developer shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Developer's right to amend under this Section is to be construed as broadly as possible. In the event that Association shall desire to amend these Articles prior to the Turnover Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments from and after the Turnover Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

12.3. Amendments From and After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of (i) two-thirds (66 2/3%) of the Board.

13. Limitations.

13.1. Declaration is Paramount. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

13.2. Rights of Developer and Club Owner. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of Developer and/or the Club Owner.

13.3. By-Laws. These Articles shall not be amended in a manner that conflicts with the By-Laws.

14. Incorporator. The name and address of the Incorporator of this corporation is:

PATRICIA KIMBALL FLETCHER
100 S.E. 2nd Street
Suite 2800
Miami, Florida 33131

15. **Officers.** The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The names and addresses of the Officers who shall serve until their successors are elected by the Board are as follows:

President:	DENISE GEARY
Vice President:	ROBERT DREWS
Secretary:	JILL CIERPIK
Treasurer:	JILL CIERPIK

16. **Indemnification of Officers and Directors.** The Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of the Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

17. **Transactions in Which Directors or Officers are Interested.** No contract or transaction between the Association and one (1) or more of its Directors or Officers or Developer or Club Owner, or between the Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are officers, directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

