



CERTIFICATE OF SECOND AMENDMENT TO THE  
ARCHITECTURAL PLANNING CRITERIA  
OF WOODFIELD HUNT CLUB HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the Declaration of Covenants and Restrictions for Woodfield Hunt Club were recorded on or about March 6, 1981, in the Official Records Book 3477, Page 0071, et seq amended on October 28, 1983, in the Official Records Book 4072, Page 1981, et seq, and the Second Amendment recorded on January 16, 2003 in the Official Records Book 14678, Page 0653, et seq, of the Public Records of Palm Beach County, Florida;

WHEREAS, the Declaration included Architectural Planning Criteria as an attachment to the Declaration, and the Amendment to the Architectural Planning Criteria was Amended on September 10, 1998 in the Official Records Book 10629, Page 1457, et seq.;

WHEREAS, a meeting of the Board of Directors of the Woodfield Hunt Club Homeowners Association was held at which a majority of the full Board of Directors of the Association did vote to amend the Architectural Planning Criteria of Woodfield Hunt Club Homeowners Association, Inc. as set forth in Exhibit 1 attached to this Certificate of Second Amendment;

WHEREAS, the Second Amendment to the Architectural Planning Criteria of Woodfield Hunt Club Homeowners Association, Inc. shall be recorded in the Public Records of Palm Beach County, Florida, by Woodfield Hunt Club Homeowners Association, Inc. by Ronald E. D'Anna, Esquire, its attorney.

Dated this 22 day of July, 2004.

WOODFIELD HUNT CLUB HOMEOWNERS  
ASSOCIATION, INC.

BY: Ronald E. D'Anna  
Ronald E. D'Anna, Its Attorney

Witnesses:

[Signature]

Spencer Child

STATE OF FLORIDA                    )  
  )SS  
COUNTY OF PALM BEACH            )

I CERTIFY that on the 22 day of July, 2004, before me personally appeared Ronald E. D'Anna, attorney for Woodfield Hunt Club Homeowners Association, Inc., to me known to be the personal described in and who executed the aforesaid certification as his free act and deed as such duly-authorized officer; and that the official seal of the corporation is duly affixed and the instrument is the act and deed of the corporation.

Witness my signature and official seal at Boca Raton, County of Palm Beach, State of Florida, the day and year last aforesaid.

NOTARY PUBLIC

Marianne A. Smith



Personally Known  OR Produced Identification   
Type of Identification Produced: \_\_\_\_\_

This instrument prepared by Ronald E. D'Anna, McClosky, D'Anna, Ioannou & Dieterle, LLP,  
2300 Glades Road, Suite 400, East Tower, Boca Raton, Florida, 33431.

**SECOND AMENDMENT TO THE  
ARCHITECTURAL PLANNING CRITERIA  
FOR WOODFIELD HUNT CLUB HOMEOWNERS ASSOCIATION, INC.**

1. The Architectural Planning Criteria shall be amended to read as follows:

**ARCHITECTURAL PLANNING CRITERIA**

WHEREAS, the Declaration of Covenants and Restrictions for Woodfield Hunt Club, as recorded in the Public Records of Palm Beach County, Florida provides that the Board of Directors of Woodfield Hunt Club Homeowners Association, Inc. (the "Association") ~~Boea Investors, Inc. (the "Developer")~~; a Florida corporation, shall form a committee known as the Architectural Review Board (the "ARB"); and

WHEREAS, the above-referenced Declaration of Covenants and Restrictions for Woodfield Hunt Club provides that the ~~Association~~ Board of Directors of Woodfield Hunt Club Homeowner's Association, Inc. (the "Association") on recommendation of said committee shall adopt and modify or amend from time to time Architectural Planning Criteria for Woodfield Hunt Club which criteria are to be set forth in writing and made known to all owners and all prospective owners in Woodfield Hunt Club;

NOW, THEREFORE, the ~~Developer~~ Association has appointed a committee to be known as the ARB, and in accordance with the duties and obligations imposed upon said committee by the Declaration of Covenants and Restrictions for Woodfield Hunt Club the Board of Directors of the Association, upon recommendation ~~on~~ of the ARB, does hereby adopt the following Architectural Planning Criteria;

1. BUILDING TYPE. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling containing not less than ~~twenty-thirty-five hundred (23,500)~~ three thousand (33,000) square feet of livable enclosed floor area (exclusive of open or screen porches, terraces, garages ~~and carports~~), not to exceed twenty-five (25) feet in height in accordance with City codes and ordinances and having a private and enclosed garage ~~(or carport if approved)~~ for not less than two (2) nor more than four (4) cars. Unless approved by the ARB as to use, location and architectural design, no garage, tool or storage room may be constructed separate and apart from the residential dwelling, nor can any such structure(s) be constructed prior to construction of the main residential dwelling.

2. LAYOUT. No foundation for a building shall be poured, nor shall construction commence in any manner or respect, until the layout for the building is approved by

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the ARB and the requirements for demolition and major construction, which are set forth in Section 31 below are followed. Among the purpose of this approval to assure no trees are unnecessarily disturbed and that the home is placed on the lot in its most advantageous position.

3. EXTERIOR COLOR PLAN. The ARB shall have final approval of all changes to exterior color plans and each Owner must submit to the ARB a color plan showing the color of the roof, exterior walls, shutters, trims, etc. The ARB shall consider the extent to which the color plan is consistent with the homes in the surrounding areas and the extent to which the color plan conforms with the natural color scheme of and for Woodfield Hunt Club.

4. ROOFS. Flat roofs shall not be permitted unless approved by the ARB. Such areas where flat roofs may be permitted are Florida rooms, porches and patios. There shall be no flat roofs on the entire main body of a building; provided that, the ARB shall have discretion to approve such roofs on part of the main body of a building, particularly if modern or contemporary design. Minimum pitch of roof will be 5/12. Mansard roofs will not be permitted.

The composition of all pitched roofs shall be tile, cedar shake shingle, slate or concrete construction, or other composition approved by the ARB. Asphalt shingle will not be allowed.

~~White roofs will be discouraged. A white roof will only be allowed on every fourth (4th) home.~~ Roofs are to be cleaned and maintained at all times.

5. GARAGES. In addition to the requirements stated in Paragraph 1 herein above, all garages shall have a minimum width of twenty-two (22) feet for a two-car garage, thirty-three (33) feet for a three-car garage, or forty-four (44) feet for a four-car garage, as measured from the inside wall of the garage. All garages must have either a single overhead door with a minimum door width of sixteen (16) feet for a two-car garage, or two (2) sixteen (16) foot doors for a four-car garage, or two (2), three(3), or four (4) individual overhead doors, each a minimum of eight (8) feet in width, and a service door. Garage doors shall be operated by an electric door opener. No carports will be permitted. ~~unless approved by the ARB.~~ Temporary protective coverings on cars are prohibited. Overnight parking of vehicles is permitted only in garages and driveways. Only non-commercial passenger vehicles shall be parked or stored upon any lot. Vehicles with commercial lettering shall not be parked outside overnight. Cars shall not be parked on sidewalks. Garage doors shall be maintained. Decorative wood slats shall be replaced when needed.

6. DRIVEWAY CONSTRUCTION. All dwellings shall have a paved driveway of stable and permanent construction of at least eighteen (18) feet in width at the entrance to the garage. Unless prior approval is obtained from the ARB, all driveways must be constructed with concrete or a comparable material. No asphalt drives will be allowed. Where curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion acceptable

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to the ARB. Driveways shall be maintained in a clean condition and shall be repaired where necessary.

7. DWELLING QUALITY. The ARB shall have final approval of all exterior building materials. Eight inch (or larger) concrete block shall not be permitted on the exterior of any building or detached structure unless prior approval is obtained from the ARB. The ARB shall discourage the use of imitation materials for facades and encourage the use of front materials such as brick, four or five-inch block, stone, wood, and stucco, or a combination of the foregoing.

8. SIGNS. No sign of any kind shall be displayed to the public view on any lot except for the following:

Homeowners shall not display or place any sign or any character including "for rent" or "for sale" signs except that a sign displaying the word "open," not to exceed five square feet, may be displayed on the homeowner's Lot during anytime the homeowner or his designated representative is in attendance during an open house.

~~The size and design of all signs shall be subject to approval by the ARB.~~

9. GAMES AND PLAY STRUCTURES. All basketball backboards ~~and hoops~~ must be portable, commercially manufactured, adjustable from 6 feet to 10 feet only, located at least 10 feet from any sidewalk, and maintained in good condition. In no event shall placement of basketball structures prevent the use of garages or cause vehicles to block sidewalks. Use of basketball structures shall be permitted on weekdays between 8:00 a.m.-9:00 p.m. and on weekends between 9:00 a.m.-9:00 p.m. All other and play structures, play forms, doghouses, playhouses and any other structures of a similar kind or nature shall be screened from view and located at the rear of the dwelling, or on the inside portion of corner lots and within the building setback lines. No platform, doghouse, playhouse or structure of a similar kind or nature shall be constructed on any part of a lot located in front of the rear line of the residence constructed thereon, and The setback lines are defined as the front and side planes of the dwelling as constructed. Any Such structure must have prior written approval of the ARB.

10. FENCES AND WALLS. Fences are discouraged, and when a barrier is desired, landscaping is suggested as a substitute. The composition, location and height of any proposed fence or wall to be constructed on any lot shall be subject to the approval of the ARB. Chain link fences shall not be permitted. Fences should be at least 18" ~~from~~ inside property lines. The ARB shall require the composition of any fence or wall to be consistent with the material used in the surrounding homes and other fences, if any. The ARB requires that a fence shall have adequate landscaping to screen the fence barrier. The top of the fence must be level where the ground is uneven.

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11. LANDSCAPING. Landscaping Criteria will be established by the ARB. Landscaping Plan, Landscaping Plan Requirements, and Landscaping Components are set forth respectfully in Sections 25, 26, and 27 below. A copy of any additional criterion can be obtained from the ARB. The ARB's landscaping architect will require a minimum number of trees, ground cover, etc. to achieve the desired effect. Also, the landscape architect will determine the kinds of trees, etc. which can be planted in the community and the ~~builder~~homeowner must choose from those approved ~~this approved list~~. It should be noted that sod is required on all front, side and rear yards and that the ~~builder~~homeowner will be required to irrigate and sod easements, as well as areas adjacent to the lakes and canals which border the individual ~~builder's~~homeowner's lots. Irrigation from the canal or lake will be allowed providing the irrigation intake valve is submerged in the water. Homeowners shall keep sidewalks free of landscaping branches and other landscape debris so as not to interfere with pedestrian right of way.

12. SWIMMING POOLS AND TENNIS COURTS. Any swimming pool or tennis court to be constructed on any lot shall be subject to all applicable laws and regulations and to the requirements of the ARB, which including, but are not limited to the following:

A. Composition to be of material thoroughly tested and accepted by the industry for such construction;

B. The outside edge of any pool wall may not be closer than four (4) feet to a line extended and aligned with the side walls of the dwelling;

C. No screening of any pool area may extend beyond a line extended and aligned with the side walls of the dwelling unless approved by the ARB;

D. Pool ~~s~~Screening may not be visible from the street in front of the dwelling;

E. Location and construction of tennis or badminton courts must be approved by ARB;

F. Any lighting of a pool or other recreation area shall be designed so as to buffer the surrounding residences from the lighting.

G. Drainage of pools must conform to city requirements.

If one owner elects to purchase two (2) adjoining lots and use one for recreation purposes, the lot used for recreation purposes must be adequately screened by landscaping and/or walls or fences on both the front and side as required by the ARB. It shall be the intent of the ARB to screen any such use from public view.

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13. GARBAGE AND TRASH CONTAINERS. No lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sturdy, leakproof closed sanitary containers and, except during pickup, if required to be placed at the curb, all containers shall be kept within an enclosure screened from view which the ARB shall require to be constructed with each dwelling screened from view. In no event shall trash, garbage, landscape debris and other waste be placed at the curb before 7:00 p.m. of the evening before a scheduled pickup. The location, duration and use of dumpsters and other temporary construction-related structures shall be subject to ARB criteria.

14. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any lot at any time as a residence either temporarily or permanently. ~~except that the lot may be used as a sales office during the development of Woodfield Hunt Club or other developments by Developer in the same area.~~

15. REMOVAL OF TREES. In reviewing building plans, the ARB shall take into account the natural landscaping such as trees, shrubs and palmettos, and encourage the Owner to incorporate them in his landscaping plan. As a result a tree survey will be required clearly indicating which trees will be removed and which trees shall remain. No trees of ~~two (2)~~ six (6) ~~four (4)~~ inches in diameter at one (1) foot above natural grade shall be cut or removed without approval of the ARB, which approval may be given when such removal is necessary for the construction of a dwelling or other improvement. All tree removals shall be subject to any applicable city or county ordinances and approvals.

16. WINDOW AIR CONDITIONING UNITS. No window or wall air conditioning units shall be permitted.

17. MAILBOXES. No mailbox or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the ARB. In order to comply with all existing and future United States postal regulations and for the purposes of promoting consistency and uniformity in the community, the ARB shall have the authority to require homeowners who have tudor-style front-loading original developer mailboxes to replace such mailbox with the mailbox approved by the Association within ninety (90) days of receipt of a request to replace the mailbox from the ARB. To the extent the homeowner does not replace the mailbox within said time, then the ARB shall notify the Board of Directors of the Association. Pursuant to Article VI of the Declaration of Covenants and Restrictions for Woodfield Hunt Club, the Association shall have the authority to replace the mailbox with an approved mailbox and assess the cost of such replacement against the lot or lots upon which such replacement was performed by the Board of Directors. If and when the United States mail service or the newspaper or newspapers involved

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shall indicate a willingness to make delivery to wall receptacles attached to dwellings, each property owner, on the request of the ARB, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to dwellings. Mailboxes must be properly maintained.

18. SIGHT DISTANCE AT INTERSECTION. No fence, wall, hedge, or shrub planting which obstructs sight lines and elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in case of a rounded property corner, from the intersection of a street property line with the edge of driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

19. UTILITY CONNECTIONS. Building connections for all utilities, including, but not limited to, water, electricity, telephone and television shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority.

20. ARB REPORTS. The ARB's approval or disapproval as required in the foregoing Architectural Planning Criteria shall be delivered ~~in writing~~ to the Board of Directors of the Association and to the lot owner submitting same. ~~In the event the ARB fails to approve or disapprove plans and specifications within thirty (30) days of submission thereto, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related criteria shall be deemed to have been fully complied with.~~

21. OUTSIDE CONTRACTORS. No contractor, vendor, material supplier or other provider of goods or services may make any delivery or perform any work on any dwellings, or on the grounds or landscaping of any lot, except between the hours of 8:00 a.m. and 5:00 p.m. on Monday through Friday or 9:00 a.m. and 5:00 p.m. on Saturday. No such delivery or work may be done on any legal holiday.

22. ANTENNAE; SATELLITE DISHES. ~~—— No aerial, antenna, or satellite dish larger than one (1) meter in diameter shall be placed or erected upon any Lot or affixed in any manner to the exterior of any building in Woodfield Hunt Club unless approved prior to installation by the ARB. To obtain such approval, the proposed aerial, antenna or satellite dish must not be conspicuous to the public view or to the view of other Lot Owners, must be in conformance with the Architectural Planning Criteria, and must not detract from the surrounding structures and topography, all as determined by the ARB.~~ ANTENNAE; SATELLITE DISHES. The ARB may impose reasonable requirements and restrictions, for reasons of safety, on the location and installation of any aerial, antenna or satellite dish upon any Lot in Woodfield Hunt Club, or for any

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other reason where such requirements and restrictions do not unreasonably increase the cost of such installation or interfere with reception of any radio, television or other signal. Such requirements and restrictions shall comply with all applicable laws, rules, and regulations of any governmental entity.

23. HURRICANE AND SECURITY SHUTTERS. Hurricane and security shutters shall not be used or left in the closed or down position except during the time period beginning 72 hours before the predicted arrival of a hurricane and ending 72 hours after a hurricane warning has ceased. Permanent shutters shall blend in with the color of the dwelling.

24. NON-INTERFERENCE WITH EASEMENTS No structure or other material shall be placed or permitted to remain on a lot which may damage or interfere with the installation or maintenance of utilities or drainage facilities located in the utility easements shown on the plot. The easement area located on each lot and all improvements thereon shall be maintained continuously by the lot owner except for those improvements the maintenance of which is the responsibility of a public authority, private utility or the Association. No structure can be built on any easements. No permanent structure or plant material of any kind shall be permitted on any lake easement, including without limitation, house structures of any kind, walls, or any other structure considered permanent.

25. LANDSCAPING PLANS.

A. A landscaping plan for each lot shall be submitted to the ARB for approval prior to any material changes to the landscaping of any lot or where the landscape is bare due to age or other conditions. Landscaping is interpreted to mean trees, shrubs, flowers and the like. In addition, a landscaping plan must be part of any fence approval requested from the ARB.

B. The ARB encourages owners to submit plans which are consistent and harmonious with landscaping in the neighborhood.

C. No structure, planting or other materials shall be placed or permitted to remain on a lot if it may damage or interfere with the elevation or slope of the surface of the lot, create erosion or sliding problems, or change the direction, or obstruct or retard the flow of water through drainage channels.

D. Each lot must have installed an underground sprinkler system capable of regularly and sufficiently watering all lawn and plant areas of the lot.

26. LANDSCAPING PLAN REQUIREMENTS. All landscape plans submitted to the ARB shall provide for and conform to the following requirements.

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- A. Show the location and botanical name of all plant materials.
- B. Sizes of all trees and shrubs shall be noted on the plans.
- C. Quantities of all plant materials shall be noted on the plans.
- D. Proposed groundcover beds, shrub masses or lineal hedges shall be noted by quantity, size and spacing.
- E. Sod shall be Saint Augustine Better Blue "Floritam S" or approved substitute. Sod is required on all front, side and rear yards of each lot. Seeding/sprigging is not permitted.
- F. All tree pits, shrub and groundcover beds shall receive mulch or rock.
- ~~G. All plants shall be Florida No. 1.~~
- G. No artificial plants are permitted on the exterior of any lot or structure.
- H. Pools, air conditioning equipment, fences and any other items attached or installed on the exterior areas of the home must appear on the landscape plan. These items shall be adequately screened from view of adjacent property with landscaping.

27. LANDSCAPING COMPONENTS.

- A. Each residential lot participates in the maintenance of the streetscape of Woodfield Hunt Club. Bucida Cuceras (Black Olive) trees have been planted in the swales at each lot line where it intersects the street right of way line. The trees have a minimum of 12' height and 6' spread.
- B. Each lot owner shall be required to maintain a minimum of 10 shade trees per lot. Trees included in the streetscape will be included in the 10 tree minimum. Other shade trees may be selected from large shade tree varieties or medium sized ornamental or flowering trees. The shade trees shall have a mature spread of at least 30' depending on the location on the site, proximity to the house and overall design implications. It is recommended that corner lots or lots that are considerably larger than average plant more than the minimum number of trees.
- C. Palms can be substituted for shade trees. However, 3 palms will be required in lieu of each shade tree in conforming to the shade tree minimum requirement.

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D. Large shade trees shall not be planted in locations that will immediately or in the future create a nuisance, seriously shade a pool or screen the view of an adjoining property. The shade patterns of trees and the possible damage by encroaching roots and branches should be considered in choosing the location of trees.

E. Appropriate plant materials should be of reasonably mature size and spread giving the property a finished, complete and established aspect, allowing for "manicured" growth. Groundcover beds shall be planted in such a manner so as to provide 75% coverage within a six month period and 100% coverage in a year.

F. Long horizontal or vertical surfaces (e.g. solid walls) should be interrupted and modulated by plantings.

G. Strong definitions of property lines through the use of hedges or fences must be avoided. Hold outer trim line of hedges adjacent to property line 18" inside the property line. Hedges extending in front of the setback line, or side setback line for corner lots, cannot exceed 4' in height. Other hedges cannot exceed 6' in height, except as necessary to conceal pool screens or play structures from view or as is mutually agreed upon by adjacent property owners.

H. Views of the waterways from adjoining lots should not be screened from view.

I. No plant material over 3' in height or with less than 6' of clear trunk shall be planted in the area formed by the intersection of the rear and side property lines.

28. OUTDOOR LIGHTING. All outdoor lighting should be low key and of intimate special effect. Accent lighting of planting areas is encouraged in moderation. The use of colored lights is strongly discouraged.

29. LANDSCAPE ARTIFACTS. Statuaries in all forms are prohibited, except where totally isolated from public view. A statue is defined as a representation of a person or animal that is carved, molded or cast, either in stone, plaster, metal, plastic or wood or any like materials. Other landscape artifacts must have specific prior approval of the ARB, and if approved, must be maintained functionally or aesthetically.

30. SETBACK REQUIREMENT. Certain minimum distances, or setbacks, must be maintained between structures and property lines, roads and other structures. The following minimum setbacks apply:

A. To all lots in Woodfield Hunt Club:

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- Front setback - 25 feet from property line to structure
- Rear setback - 20 feet from property line to structure
- 20 feet from rear property line on lake lots
  
- Side setback - 12½ feet from property line to structure
- Corner setback - 25 feet from each road
- 12½ feet from each remaining side

B. For a swimming pool without an enclosure:

- 5 feet from the house
- 10 feet from the rear property line
- 10 feet from side property line

C. For a swimming pool with a screen enclosure:

- 7 feet from rear property line
- 7 feet from side property line
- 20 feet from rear property line on lake lots

~~Fences must be built at least 18 inches inside the property line.~~

~~No structure can be built on the easements.~~

31. REQUIREMENTS FOR DEMOLITION AND MAJOR CONSTRUCTION AND ADDITIONS AND MODIFICATIONS

A. The Covenants and restrictions of Woodfield Hunt Club shall govern all modifications to properties including additions and demolition with new construction.

B. Demolition: An approved permit from the ARB is required prior to any demolition work on any property in the Woodfield Hunt Club community, including without limitation, demolitions of pools, patios, driveways and/or complete structures, but not including removal of old roofs in order to get the structure water tight. A permit will not be issued and the demolition cannot begin until a complete plan for the new structure or the renovation is submitted by the homeowner, which must be approved by the ARB.

C. Application: As part of the permitting and approval process, the homeowner shall complete the required application which shall be submitted to the ARB for its approval and which shall consist of the following documents: (1.) The standard ARB

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application form filled out by the property owner ; (2.) A complete site plan, or survey, prepared by a registered land surveyor or a licensed architect, showing all existing structures including fences, walls, pools, screening, A/C equipment, etc. The site plan must contain setbacks, swales, street trees, and building elevations; (3.) A complete set of building plans in the same form as required by the Palm Beach County and/or City of Boca Raton Building Departments as applicable. The plans must be signed and sealed by a licensed architect. All exterior details and materials and building square footage must be noted. All exterior materials and colors that pertain to surfaces such as walls, doors, roof, chimneys, driveways, fences and walls need to be specified; and (4.) A complete landscape plan that shows and lists all the plan materials and sizes, quantities, and placement.

D. Compliance Bond: All demolitions and renovations of any type in the discretion of the ARB will require a compliance bond. The amount of the compliance bond shall be set by the ARB with a minimum amount of \$250, and a maximum amount of 2% of the contract price. The compliance bond must be paid to the Woodfield Hunt Club Homeowners Association and will be deposited in a non-interest bearing account. This bond will be returned to the homeowner upon completion of the total improvements, provided that the improvements conform to the plans and specifications that were approved by the ARB, less all applicable fees and costs. Fees and costs deducted from the bond shall include, but not be limited to, any fees and costs needed to review plans, to enforce plan compliance (such as attorney fees or survey fees), and fees and costs to maintain the property if the homeowner fails to do so in accordance with ARB requirements. If the approved plan is not adhered to, the compliance bond will not be refunded.

E. Construction Site: During construction, the site must be kept free of weeds, underbrush and trash at all times. Any remaining grass and hedges must be kept trimmed. The street and the sidewalk in front of the property must be kept clean of debris from trucks and construction materials. A dumpster will be required and it must be emptied on a regular basis. It must be emptied within three days of debris being visible in the dumpster from the street. In the event such debris is not removed within that time period, Woodfield Hunt Club Homeowners Association shall empty it and deduct such costs from the above-mentioned compliance bond and/or charge the homeowner's assessment account. There will be no burning of trash at any time. A Port-a-let site must be pre-approved by the ARB and placed in a location away from the swale and not facing the street. It will be preferred that it is not visible from the street. Vehicles related to the construction project must be parked on the same side of the street. The street must remain passable at all times. When a hurricane warning is issued, all construction debris and materials that could become projectiles must be picked up and removed until the hurricane warning is removed.

F. Signs: No signs are permitted on the site. An authorized permit display board is the only posting allowed.

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G. Work Hours: Work hours are to conform to commercial entry restrictions that exist already in the Woodfield Hunt Club covenants documents.

H. Parking: No vehicles of any type can be left on job sites overnight.

I. Animals: No animals shall be allowed on job sites at any time.

J. Off Site Damages: Any damage to neighboring properties or common properties including sidewalks, swales, swale trees, or roadways, must be repaired at the applicant's expense before the final inspection from the ARB.

K. Notice to Proceed: As to complete demolition and reconstruction projects, the work to be performed under this contract shall commence no later than the date on which permits are issued by the appropriate governmental authority, and shall be completed no later than one (1) year from the above-mentioned commencement date. As to all other renovations performed by any Woodfield Hunt Club homeowner, the commencement and completion dates shall be determined by the ARB. The homeowner shall notify the Association of the date that permits for the work are issued. Time is of the essence with regard to such construction projects. The homeowner is responsible to make sure that the Contractor diligently and continuously performs the work to be done through completion, and completes the work within the approved time period. Any requests for an extension of any time period provided for in this subsection, shall be submitted in writing to the ARB and shall set forth the reason for the extension and the length of such and extension. Any and all fees and costs incurred in connection with the extension request shall be paid for by the homeowner. The ARB shall have the sole and absolute discretion to approve or deny any request for any extension as the ARB deems appropriate under the circumstances. Any construction project approved by the ARB not completed within the required time period, whether as originally set or as extended and approved by the ARB, as applicable, shall result in a construction delay assessment in an amount up to \$1,000.00 per month. The enforcement and collection of such construction delay assessment shall be subject to Article VII, Section (3)(F) of the Declaration, as amended.

L. Inspection of Work: All construction work under this demolition and construction section shall be subject to the approval of the ARB. The homeowner is required to provide for such ARB approval in its contract with the homeowner's contractor. The ARB will either approve or reject the work within five (5) working days of receiving a request for approval from the homeowner. If the work is approved, the ARB will issue a certificate of approval to the homeowner. If the work is not approved, ARB's representative shall notify the homeowner of the reason for disapproval. In the event of a dispute arising between the Association and the homeowner under this provision, the parties shall agree upon

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and appoint a third expert to determine whether or not the work meets specifications. If the work does meet the said specifications, then the ARB shall provide its approval for the work performed. If the specifications are deemed not to be met, then the work necessary to meet these specifications shall be performed by the homeowner through its contractor to the specifications of the third-party expert. All costs associated with the retaining of the third-party expert shall be paid for by the homeowner.

M. Working Conditions: The homeowner is required to at all times keep the premises free from littering of waste materials or rubbish caused by the Contractor. After the completion of the work under the homeowner's contract with their Contractor, the homeowner shall cause the removal of waste materials and rubbish from the project as well as tools, construction equipment, machinery and surplus materials; and shall return all affected areas of the project to a cleaned condition. If at any time the homeowner's contractor does not diligently proceed with the cleanup as outlined in this paragraph, the Association may, after giving three (3) days written notice to the homeowner, proceed with the cleanup, the cost of which shall be charged against the homeowner and collected pursuant to Article VII, Section (3)(F) of the Declaration, as amended.

N. Alterations: No alterations shall be made in the above-mentioned work or described in any drawings or specifications which were previously approved by the ARB, except on the written authorization and approval with respect to such alteration by the ARB.

O. Insurance: The homeowner shall be required to provide to the ARB proof that its Contractor has workmens' compensation insurance as required by law; liability, and completed operations insurance with limits of at least \$1,000,000.00 for each occurrence \$2,000,000.00 aggregate; and comprehensive automobile liability insurance with bodily injury limits of \$100,000 per person and \$300,000 per occurrence, and property damage limits of \$200,000 upon application for approval from the ARB. The homeowner's Contractor shall keep said policies in full force and effect during the entire course of the work to be performed. If any insurance obtained by the homeowner's Contractor is canceled at any time during the performance of the work, the homeowner is under an obligation to notify the ARB within 30 days prior to cancellation of said insurance. The homeowner shall be responsible to make sure that their Contractor's properly replaces any canceled policies. The Association shall be an additional named insured under the liability insurance policy.

P. Assignment: The homeowner shall not assign or transfer any rights under any contract entered into between the homeowner and any person or company for construction any of the homeowner's property located in Woodfield Hunt Club without the prior written consent of the ARB.

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Q. Compliance With Law: Homeowner shall make sure that its Contractor shall give all notices and comply with all laws, local ordinances, requirements of governmental building codes, and federal and state regulations which are applicable to the work.

R. Violations: Any violations of any of the Woodfield Hunt Club governing documents, including without limitation the provisions of the architectural planning criteria relating to the commencement of demolition and/or construction without the prior approval by the ARB, will be cause for immediate action by the ARB and/or the Board of Directors of the Association, including but not limited to:

1. The immediate halting of demolition or construction to the property.
2. Recording a notice of violation on the public records and advising parties including any mortgages or lenders.
3. Notification to the Palm Beach County or City of Boca Raton Building Departments.
4. Other actions that the Board of Directors deem necessary to rectify the current situation including without limitation seeking any and all remedies provided for in the Woodfield Hunt Club documents.

S. Completion Requirements: Upon completion of all of the construction and landscaping, including the repairs of any off lot damage, and after inspection from the ARB to assure compliance with the prior approved application, the Compliance Bond will be refunded minus any fees or charges incurred during the process.

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