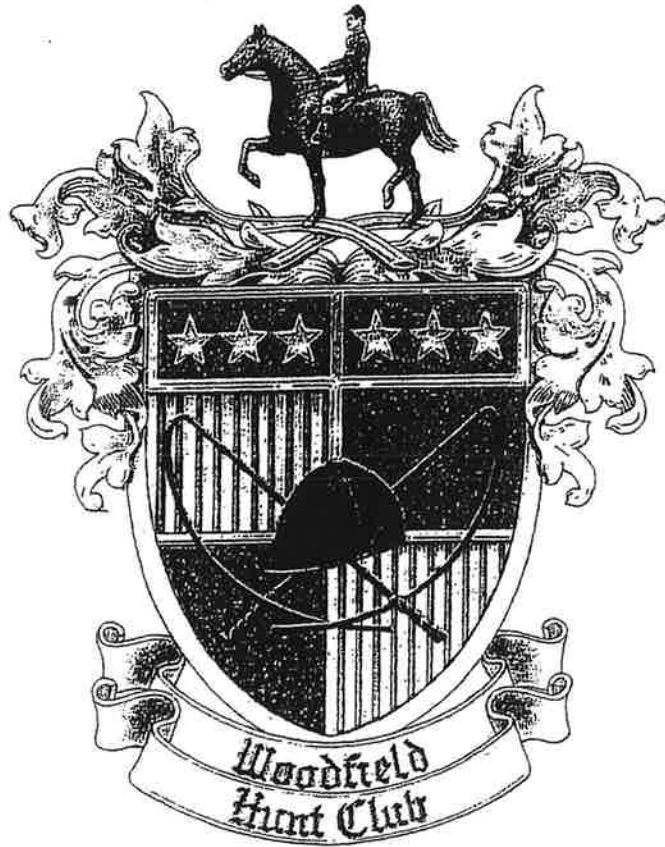


Woodfield Hunt Club Homeowners Association, Inc.



*Declaration of Covenants &
Restrictions for Woodfield Hunt Club*

Prepared by and Return to:
Ronald E. D'Anna, Esquire
Mattlin & McClosky
2300 Glades Road
Suite 400, East Tower
Boca Raton, Florida 33431

**SECOND AMENDMENT TO DECLARATION AND
COVENANTS OF RESTRICTIONS FOR WOODFIELD HUNT CLUB**

THIS DECLARATION, Made the 4th day of March, 1981, by BOCA INVESTORS., INC., a Florida corporation, and amended on the ____ day of _____, 1997, by Woodfield Hunt Club Homeowners Association, Inc., a Florida corporation, which declares that the real property hereinafter described, (hereinafter referred to as "Woodfield Hunt Club") is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes hereinafter referred to as "Covenants and Restrictions") hereinafter set forth, as well as to all applicable federal, state and local laws, regulations and ordinances.

I. DEFINITIONS

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

A. "Association" shall mean and refer to Woodfield Hunt Club Homeowners Association, Inc., a Florida corporation not for profit. This is the Declaration of Covenants and Restrictions to which the Amended Articles of Incorporation (the "Articles") and By-Laws (the "By-Laws") of the Association make reference.

B. "Woodfield Hunt Club" or "Property" shall mean and refer to all such existing properties and additional thereto as are subject to this Declaration or any supplemental Declaration under the provisions of Article II hereof, and shall include the real property described in said Article II.

C. "Lot" shall mean and refer to any lot or other parcel in Woodfield Hunt Club together with any and all improvements thereon, platted in the Public Records of Palm Beach County, Florida, on which a residential structure could be constructed whether or not one has been constructed.

D. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers (but no contract purchasers).

E. "Common Area" shall mean and refer to all real and/or personal property which the Association has an interest (whether or not said real and/or personal property is within the boundaries of Woodfield Hunt Club) including, without limitation, a right of use, for the common use and enjoyment of the members of the Association.

II. PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO, DELETIONS THEREFROM

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Palm Beach County, Florida, and comprises all the parcels, platted or unplatted, within or upon the property legally described as:

All of WOODFIELD HUNT CLUB, according to the Plat thereof as recorded in Plat Book 41, at Pages 85 through 86, of the Public Records of Palm Beach County, Florida.

III. PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

A. The right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure;

B. All provisions of this Declaration, any plat of all or any part or parts of the Property, and the Articles and By-Laws of the Association;

C. Rules and regulations governing use and enjoyment of the Common Area adopted by the Association; and

D. Restrictions contained on any and all plats of all or any part of the Common Area or filed separately with respect to all or any part or parts of the Property.

IV. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record fee simple Owner of a Lot, shall be a member of the Association provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

Section 2. Classes and Voting. The Association shall have such classes of membership, which classes shall have voting rights, as are set forth in the Articles of the Association.

V. COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments or charges, and any special assessments for capital improvements or major repair; such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments; together with late fees and interest thereon from the due date at the rate of eighteen percent (18 %) per annum and costs of collection thereof (including reasonable attorney's fees), shall be a charge on the land and shall be a continuing lien upon the Lot(s) against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment.

The Board of Directors may enter into bulk rate agreements for telecommunication services, including cable television, in the name of the Association. Any such charges incurred for the providing of cable telecommunication services, including cable telephone, shall be considered a common expense and a part of any annual assessments, special assessments or other charges which are subject to the terms and provisions of this Declaration.

Section 2. Purpose of Assessments. The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in Woodfield Hunt Club and in particular for the improvement and maintenance of the Common Area and of any easement in favor of the Association, including, but not limited to, the cost of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of, and undertaken by, the Association.

Section 3. Annual Assessments; Late Fees. The Board of Directors of the Association (the "Board") shall fix the annual assessments, which shall be in amounts determined in accordance with the projected financial needs of the Association, and the amount of any applicable late fees, as to which the decision of the Board of Directors of the Association shall be dispositive.

The Board of Directors may allow a fifteen (15) day grace period before assessment of a late fee of 10% of the amount due. The grace period requires the payment to be received and posted by the Association's bank on or before the 15th day of the payment month. The 10% late

fee will be assessed if this posting occurs on or after the 16th of the month regardless of the reason for the late payment.

Any homeowner incurring a late fee may have one such late fee waived per calendar year, provided both of the following conditions are met:

- A. The assessment payment is received and posted by the Association's bank no later than the 30th of the month in which payment was due, and
- B. The homeowner must bring any unpaid prior balance on his or her account current at the time of payment.

This policy is effective on January 1, 1996 and is not retroactive to any prior date.

Any assessment payments received by the Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any cost of reasonable attorneys' fees incurred in collection, and then to the delinquent assessment. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

Section 4. Uniform Rate of Assessment. All regular and special assessments shall be at a uniform rate for each Lot in Woodfield Hunt Club.

Section 5. Special Assessments for Capital Improvements and Major Repairs. In addition to any annual assessments, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement as approved by the Board of Directors of the Association, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds ($\frac{2}{3}$) of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Date of Commencement of Annual Assessments: Due Date. The assessments for which provision is herein made shall commence on the date or dates (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. The due date of any assessment shall be fixed in the resolution authorizing such assessments, and any such assessment shall be payable in advance in monthly, quarterly, semi-annual or annual installments, as determined by the Board.

Section 7. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement, and the amount of, the assessment against each Lot for each

assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement thereof.

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

Section 8. Effect of Non-Payment of Assessment: The Lien, The Personal Obligation, Remedies of Association. The lien of the Association shall be effective from and after recording, in the Public Records of Palm Beach County, Florida, a claim of lien stating the description of the Lot encumbered thereby, the name of the Owner, the amount and the date when due. The recorded lien of the Association shall relate back to the recording of the original Declaration. Such claims of lien shall include assessments which are due and payable when the claim of lien is recorded and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a certificate of title, plus interest, costs, late fees, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims or lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record.

If the assessment is not paid within thirty (30) days after the delinquency date, which shall be set by the Board of Directors of the Association, the assessment may, at the discretion of the Board, bear interest from the date due at the rate of eighteen per cent (18 %) per annum, and the Association may, at any time thereafter, bring an action to foreclose the lien against the Lot(s) in like manner as foreclosure of a mortgage on real property, and/or suit on the personal obligation against the Owner(s), and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, including a reasonable attorney's fee, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

Section 9. Subordination to Lien of Mortgages. The lien of the assessments for which provision is herein made, as well as in any other Article of Declaration, shall be subordinate to the lien of any first mortgage to a federal or state chartered bank, life insurance company, federal or state savings and loan association or real estate investment trust so long as such mortgages were recorded on or before the date of recording of this Second Amendment to the Declaration. For any such mortgages recorded after the date of recording of this Second Amendment, the recorded lien for assessment shall relate back to the recording of the original Declaration. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure of such mortgage. No sale or other transfer shall relieve any Lot from

liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 10. Exempt Property. The Board of Directors shall have the right to exempt any of the Property subject to this Declaration from the assessments, charge and lien created herein provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes:

- A. Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- B. All Common Area as defined in Article I hereof;
- C. Any of the Property exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association;

Notwithstanding any provisions herein, no land or improvements devoted to dwelling or related use shall be exempt from said assessments, charges or lien.

VI. EXTERIOR MAINTENANCE ASSESSMENT

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Area, the Association may provide upon any Lot requiring same, when necessary in the opinion of the Board of Directors of the Association to preserve the beauty, quality and value of the neighborhood, maintenance, including paint, repair, roof repair and replacement, gutters, downspouts, exterior building surfaces, and yard cleanup and/or maintenance.

Section 2. Assessment of Costs. The cost of such maintenance shall be assessed against the Lot or Lots upon which such maintenance is performed or, in the opinion of the Board of Directors of the Association, benefitting from same. The assessment shall be apportioned among the Lots involved in the manner determined to be appropriate by the Board of Directors of the Association. If no allocation is made, the assessment shall be uniformly assessed against all of the Lots in the affected area. The exterior maintenance assessments shall not be considered a part of the annual or special assessments. Any exterior maintenance assessment shall be a lien on the Lot and the personal obligation of the Owner and shall become due and payable in all respects, together with interest and fees for the cost of collection, as provided for the other assessments of the Association, and shall be subordinate to mortgage liens to the extent provided by Section 9 of Article V hereinabove.

Section 3. Access at Reasonable Hours. For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees,

shall have the right, after reasonable notice to the Owner, to enter upon any Lot or the exterior of any improvements thereon at reasonable hours on any day except Saturday or Sunday.

VII. ARCHITECTURAL CONTROL

Section 1. Architectural Review Board. The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Board (the "ARB"), which shall consist of at least three (3) members who need not be members of the Association. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof shall be filled by the Board of Directors;

Section 2. Necessity of Architectural Review and Approval. No improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, patio, deck, spa, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to the ARB and approved in writing by the ARB. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with the Architectural Planning Criteria of the Association, a copy of which are attached hereto as Exhibit A, as the same may from time to time be amended.

Section 3. Powers and Duties of the ARB. The ARB shall have the following powers and duties:

A. To recommend from time to time, to the Board of Directors of the Association modifications and/or amendments to the Architectural Planning Criteria. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provision of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present and voting. Notice of any modification or amendment to the Architectural Planning Criteria shall be delivered to each member of the Association and a verbatim copy of such change or modification, shall be available for inspection by each member of the Association; provided that, the delivery to each member of the Association of notice of any modification or amendment to the Architectural Planning Criteria shall not constitute a condition precedent to the effectiveness of validity of such change or modification.

B. To require submission to the ARB of two (2) complete sets of all plans and specifications, accompanied by reasonable architect's review fees, for any improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool,

patio, deck, spa, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement, the construction or placement of which is proposed upon any Lot in Woodfield Hunt Club. The ARB may also require submission of samples of building materials and paint colors proposed for use on any Lot, and may require such additional information

and additional architect's fees as reasonably may be necessary for the Board to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria.

C. To approve or disapprove any improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, patio, deck, spa, tennis court, screen enclosure, sewer, drain, disposal systems, decorative building, landscape device or object, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot in Woodfield Hunt Club and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. No approval shall be given, and approval given may be revoked, if the submission information is incomplete and/or inaccurate. All decisions of the ARB shall be in writing. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors of the Association, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive.

D. To adopt a schedule of reasonable fees for processing requests for ARB approval of proposed improvements. Such fees, if any, shall be payable to the Association's architect or designated agent at the time that plans and specifications are submitted to the ARB.

E. To make recommendations to the Board concerning whether the Board should grant a variance when, in the sole discretion of the Board, a condition of hardship exists or the community aesthetics would be better served by such a variance. Any variance granted shall be considered unique and not precedent setting for future ARB decisions.

F. Remedies. There is specifically reserved to the ARB the right of entry and inspection upon any Lot for the purpose of determining whether there exists any construction, installation or improvement which violates the terms of any approval given by the ARB, the terms of this Declaration, or the Association's By-Laws. If any construction, installation or improvement of any nature shall be made without the prior approval of the ARB, the Owner shall, upon demand of the ARB, cause such construction, installation or improvement to be modified, removed or restored in order to comply with the plans and specifications approved by the ARB. The Owner shall be liable for the payment of all costs of such modification, removal or restoration, including all costs and attorneys' fees incurred by the Association. Such costs may also be the basis for the recording of a lien, as provided in Article V, Section 8 hereof. The Association is specifically empowered to enforce the terms of the ARB's approval, this Declaration and the By-Laws by any legal or equitable remedy, and in the event that it becomes necessary to resort to litigation to determine the propriety of any construction, installation or improvement, the Association shall be entitled to recovery of court costs, expenses and attorneys' fees in connection therewith.

G. Additional authority may be designated by resolution of the Board of Directors, including but not limited to, the retention of an independent contractor to perform the duties of the ARB.

VIII. RESTRICTIONS

Section 1. Residential Use. The Property subject to these Covenants and Restrictions may be used for residential living units and for no other purpose. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof. No building or other improvements shall be erected upon any Lot without prior ARB approval thereof as elsewhere herein provided. No lot shall be divided, subdivided or reduced in size.

Section 2. No Temporary Buildings. No temporary buildings or structures, including without limitation, trucks, tents, trailers, vans, shacks, tanks or other temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without written consent of the Association.

Section 3. Suspension of Rights to Common Areas. For a member's failure to comply with the rules and governing documents of the Association, the Board of Directors of the Association may suspend, for a reasonable period of time to be determined by the Board, the rights of a member and a member's tenants, guests or invitees, to use common areas and facilities. Such a suspension may not be imposed without notice of at least 14 days to the person sought to be suspended and an opportunity for a hearing before a committee of at least three members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director or employee. If the committee, by majority vote, does not approve a proposed suspension, it may not be imposed. The Association may not suspend the voting rights of a member.

Section 4. Boats and Motor Vehicles. No vehicle of any type, including without limitation, boats, recreational vehicles, motorcycles, trailers, or other motor vehicles, except four-wheel non-commercial passenger vehicles, shall be placed, parked or stored upon any Lot, unless stored in a closed garage, nor shall any maintenance or repair be performed upon any such vehicles upon any Lot, except within a building or area where totally isolated from public view.

Section 5. Trees. No tree or shrub, the trunk of which exceeds six (6) inches in diameter, shall be cut down, destroyed or removed from a Lot without the prior express written consent of the ARB.

Section 6. Artificial Vegetation. No artificial grass, plants or other vegetation shall be placed or maintained upon the exterior portion of any Lot.

Section 7. Automobile Storage Areas. No automobile garage shall be permanently enclosed or converted to other use without the substitution of another enclosed automobile storage area upon the Lot. No carports shall be permitted and all garages shall be at least adequate to house two (2) standard size passenger automobiles. All garages must have doors that are to be maintained in a useful condition and that are operated by electric door openers.

Section 8. Clothes Drying Area. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind.

Section 9. Landscaping. Changes to the basic landscaping plan for each home must be submitted to and approved by the ARB. Sodding is required on all front, side and rear yards. An underground sprinkler system of sufficient size and capacity to irrigate all sodded or landscaped areas must be installed and maintained in good working order on all Lots.

Section 10. Nuisances. Nothing shall be done or maintained on any Lot or Common Area or by any homeowner which may be or become an annoyance or nuisance to the neighborhood or other homeowners.

Section 11. 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 of 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 any time the homeowner or his designated representative is in attendance during an open house.

Section 12. Docks, Boat Houses, Waterfront Construction, Boats; Lake Maintenance Easement. No docks, bulkheads, moorings, pilings, boat houses or boat shelters of any kind or any construction shall be erected on or over waterways of and within Woodfield Hunt Club. No motor powered boat of any kind shall be kept or used upon any lakes or waterways of and within Woodfield Hunt Club. The area, if any, between the rear lot line of any Lot and the water's edge of any lake or other water body within the Land shall be landscaped in accordance with the ARB Landscaping Criteria and maintained by the Owner of said Lot as if said area were a portion of the Lot owned by said Owner. No person or persons whomsoever shall be permitted upon that portion of the Common Area lying between the rear Lot line of any Lot and the water's edge of any lake or other water body within the Land except (a) the Owner from time to time of said Lot, his family, guests and invitees, or (b) an employee or contractor of the association for the sole and exclusive purpose of performing maintenance upon and within said Lake or other water body.

Section 13. Miscellaneous. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon, and in the event that any Owner shall fail or refuse to keep his Lot free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the Association may enter upon said Lot and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass. All garbage or trash containers must be underground or placed in walled-in areas so that they shall not be visible from adjoining Lots, streets or public areas.

IX. TRANSFER OF PROPERTY

Section 1. Sale of Property. An Owner who accepts a bona fide offer to purchase his/her Lot or any interest therein shall give the Association notice of such intention, a copy of the disclosure required by Fla. Stat. Ch. 689, including Section 689.26, or as amended, a copy of which is attached hereto as Exhibit "B", and the name and address of the intended purchaser. Upon receipt of such notice from an Owner or otherwise, the Association shall provide to the prospective purchaser copies of the Declaration of Covenants and Restrictions, Articles of Incorporation, By-Laws, and the ARB Manual of Rules and Regulations. The Association shall maintain a record in its files that such Association governing documents were provided to the prospective purchaser, setting forth the particulars of such delivery, including the time, date and identity of the person receiving them.

Notwithstanding the foregoing, the Association's failure to provide the governing documents shall not relieve any Owner of any obligations or duties under the governing documents or any applicable law or regulation.

Section 2. Lease of Property. Any Owner intending to make a bona fide lease of his/her lot shall give the Association notice of such intention, together with the name and address of the proposed lessee, and such other information concerning the proposed lessee as the Association may reasonably require, and an executed copy of the proposed lease. The Owner shall provide to the prospective lessee copies of this Declaration of Covenants and Restrictions, the Articles of Incorporation, the By-Laws and the ARB Manual of Rules and Regulations, and shall verify in writing to the Association that he/she has complied with this Section. Any failure of the lessee to abide by the terms of those Association documents shall be the responsibility of the Owner as well as the lessee.

Section 3. Mortgagee Responsibility. If a Lot is acquired by a mortgagee through the foreclosure process or a deed in lieu of foreclosure, the mortgagee shall abide by this Declaration of Covenants and Restrictions, the Articles of Incorporation, the By-Laws, and the ARB Manual of Rules and Regulations.

X. GENERAL PROVISIONS

Section 1.

-
- (a) Duration and Remedies for Violation. The Covenants and Restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said Covenants and

Restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds ($\frac{2}{3}$) of the Lots has been recorded, agreeing to change or terminate said Covenants and Restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give the Association and/or Owner(s) in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such Owner was in violation of said Covenants or Restrictions. Expenses of litigation shall include reasonable attorney's fees incurred by the Association in seeking such enforcement.

- (b) In the event of a violation by any homeowner or any tenant of a homeowner, or any person residing with them, or their guests or invitees (other than the non-payment of any assessment or other monies), of any of the provisions of this Declaration, the Articles of Incorporation, the By-Laws or the Rules and Regulations of the Association, the Association shall notify the owner and any tenant of the owner of the violation, by written notice. If such violation is not cured as soon as practical and in any event within seven (7) days after such written notice, or, if the violation is not capable of being cured within such seven (7) day period, the homeowner or tenant of such homeowner fails to commence and diligently proceed to completely cure such violation as soon as practical within seven (7) days after written notice by the Association, or if any similar violation is thereafter repeated, the Association shall, at its option:
- i. Commence an action to enforce the performance on the part of the homeowner or on the part of homeowner's tenant, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or
 - ii. Commence an action to recover damages; and/or
 - iii. Take any and all actions reasonably necessary to correct such failure, which actions include, but are not limited to, removing any addition, alteration, improvement or change which has not been approved by the Association, or performing any maintenance required to be performed by this Declaration.

- (c) All expenses incurred by the Association in connection with the correction of any such failure, and all expenses incurred by the Association in connection with any legal proceeding to enforce this Declaration, including reasonable attorneys' fees whether or not incurred in legal proceedings, shall be assessed against the applicable homeowner, and shall be due upon written demand by the Association. The Association shall have a lien for any such assessment and any interest, cost or expenses associated therewith, including attorneys' fees incurred in connection with such assessment, and may take such action to collect such assessment or foreclose said lien as in the case and in the manner of any other assessment provided for above.

Section 2. Notices. Any notice or other mailing required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the Woodfield Hunt Club address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

Section 4. Amendment. This Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by Owners holding not less than two-thirds (2/3) of the voting interests of the membership,


Section 6. Effective Date. This Second Amended Declaration shall become effective upon its recordation in the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, the Association has caused these presents to be executed as required by law on this, the day and year first above written.

WOODFIELD HUNT CLUB HOMEOWNERS
ASSOCIATION, INC.

ATTEST:

By: 
President


Secretary

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

BEFORE ME, the undersigned authority, personally appeared Peter Stubenvol and Michael Morgan, the President and Secretary, respectively, to me well known and known to me to be the persons described in, and who executed the foregoing instrument, and acknowledged before me that they executed said instrument for the purposes therein expressed, and the contents herein are true and correct to the best of their knowledge.

WITNESS my Hand and Official Seal this 20th day of December, 2002.

Deborah L. Zetty
NOTARY PUBLIC

MY COMMISSION EXPIRES:



Personally Known OR Produced Identification _____
Type of Identification Produced: _____

83 214181

1983 OCT 28 PM 2:24

SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR WOODFIELD HUNT CLUB, ADDING WOODFIELD HUNT CLUB II

THIS DECLARATION, made this 24th day of October, 1983, by W H C ASSOCIATES (the "Developer"), a Florida general partnership, which declares that the real property hereinafter described, which is owned by Developer (hereinafter referred to as "Woodfield Hunt Club II"), is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes hereinafter referred to as "Covenants and Restrictions"), hereinafter set forth.

1. Boca Investors, Inc., a Florida corporation, joins in the execution of these covenants and restrictions for the purpose of designating W H C. Associates, a Florida general partnership, as its successor.

17.60

2. This Declaration is subject to and hereby incorporates all previously made amendments to the Declaration of Covenants and Restrictions for Woodfield Hunt Club.

3. The additional land, known as Woodfield Hunt Club II, and described in the attached exhibit "A", attached hereto and made a part hereof, being contiguous to the property, subject to the scheme of the Declaration of Covenants and Restrictions for Woodfield Hunt Club, recorded at O.R. Book 3477, page 0071, is hereby added to the scheme of that Declaration. The plat of the additional land shall dedicate to the Association (as referred to in the Declaration of Covenants and Restrictions for Woodfield Hunt Club, which means Woodfield Hunt Club Homeowners' Association, Inc., a Florida corporation not for profit), the common areas of said plat of the additional land. The owners of property therein shall be and become subject to the Declaration, including assessment by the Association for their pro rata share of Association expenses.

84072 P1981

SUPP. DEC

51 W. ... 33430

4. The following additional provisions regarding setbacks shall apply to the additional land, Woodfield Hunt Club II:

- Front yard setback - 25 feet
- Back yard setback - 20 feet
- Side yard setback - 12-1/2 feet on either side

These setbacks may not be modified without the written consent of the City of Boca Raton.

Signed, sealed and delivered in the presence of:

Deanna W. Williams
John A. Duran

W H C ASSOCIATES
a Florida general partnership

By: George E. Barbar
George E. Barbar

By: Anthony K. G. Barbar
Anthony K. G. Barbar

BOCA INVESTORS, INC.
Florida corporation

By: George E. Barbar
President

Anthony K. G. Barbar
Secretary

B4072 P1982

STATE OF FLORIDA)
) ss.
COUNTY OF PALM BEACH)

The foregoing Supplemental Declaration of Covenants and Restrictions for Woodfield Hunt Club was acknowledged before me this 24th day of October, 1983, by George E. Barbar and Anthony K. G. Barbar, on behalf of W H C ASSOCIATES, a Florida general partnership.

Chris High
Notary Public, State of Florida

My commission expires: 8-1-87

STATE OF FLORIDA)
) ss.
COUNTY OF PALM BEACH)

The foregoing Supplemental Declaration of Covenants and Restrictions for Woodfield Hunt Club was acknowledged before me this 24th day of October, 1983, by George E. Barbar, and Anthony K. G. Barbar, President and Secretary respectively, of BOCA INVESTORS, INC., a Florida corporation, with due corporate authority, on behalf of the corporation.

Chris High
Notary Public, State of Florida

My commission expires: 8-1-87

B4072 P1983

EXHIBIT A

The Northwest One Quarter (NW $\frac{1}{4}$) of Section 10, Township 47 South, Range 42 East, Palm Beach County, Florida, LESS a parcel of land for Powerline Road right-of-way being described as follows:

Beginning at the North Quarter corner of said Section 10; thence with a bearing of S. 00°12'05"E., along the North-South Quarter line of Section 10, a distance of 1288.71' to a point on a curve concave to the Northwest; thence along the arc of said curve, having an initial tangent bearing of S. 13°08'35"W., a radius of 1963.00 feet, an arc length of 524.66 feet to a point of reverse curvature; thence along a curve concave to the Southeast, having a radius of 1857.00 feet, an arc length of 928.83 feet to a point of tangency; thence with a bearing of S. 00°12'05"E., a distance of 0.84 feet to a point lying on the East-West Quarter line of Section 10; thence with a bearing of N. 89°17'44"W., along said East-West Quarter line, a distance of 106.01 feet to a point on a curve concave to the East; thence along the arc of said curve, having an initial tangent bearing of N. 00°10'37"W., a radius of 1963.00 feet, an arc length of 981.01 feet to a point of reverse curvature; thence along a curve concave to the Northwest having a radius of 1857.00 feet, an arc length of 928.84 feet to a point of tangency; thence with a bearing of N. 00°12'05"W., along a line lying 53.00 feet West of and parallel to the North-South Quarter line of Section 10, a distance of 836.48 feet to a point lying on the North line of the Northwest Quarter of Section 10; thence with a bearing of S. 89°17'50"E., along said North line, a distance of 53.00 feet, more or less to the Point of Beginning. ALSO LESS a parcel of land for N. W. 51st Street (Yamato Road) right-of-way described in Official Records Book 1755, Pages 1480 and 1481 of the Public Records of Palm Beach County, Florida as the South 100 feet of the North 180 feet of the NW $\frac{1}{4}$, Section 10, Township 47 South, Range 42 East; ALSO LESS the South 20 feet of the Northwest One Quarter (NW $\frac{1}{4}$) of said Section 10. SUBJECT TO: A reservation for right-of-way for Lateral 42 over the North 80 feet by the Lake Worth Drainage District. ALSO SUBJECT TO: A reservation for road right-of-way for N. W. 51st Street (Yamato Road) over the South 20 feet of the North 200 feet by the City of Boca Raton.

B4072 P1984

RECORD VERIFIED
PALM BEACH COUNTY, FLA
JOHN B. DUNKLE
CLERK CIRCUIT COURT

Prepared by and Return to: ✓
David B. Dickenson, Esq.
Suite 600, Gulfstream Bank Bldg.
Boca Raton, Florida 33432

DECLARATION OF COVENANTS AND
RESTRICTIONS FOR WOODFIELD HUNT CLUB

THIS DECLARATION, Made this 4th day of March, 1981, by BOCA INVESTORS, INC. (the "Developer"), a Florida corporation, which declares that the real property hereinafter described, which is owned by Developer (hereinafter referred to as "Woodfield Hunt Club") is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes hereinafter referred to as "Covenants and Restrictions") hereinafter set forth.

I. DEFINITIONS

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

A. "Association" shall mean and refer to Woodfield Hunt Club Home-owners Association, Inc., a Florida corporation not for profit. This is the Declaration of Covenants and Restrictions to which the Amended Articles of Incorporation (the "Articles") and By-Laws (the "By-Laws") of the Association make reference.

B. "Developer" shall mean and refer to Boca Investors, Inc., a Florida corporation, and its successors or assigns if any such successor or assign acquires the undeveloped portion of Woodfield Hunt Club from the Developer for the purpose of development and is designated as such by Boca Investors, Inc.

C. "Woodfield Hunt Club" or "Property" shall mean and refer to all such existing properties and additions thereto as are subject to this Declaration or any supplemental Declaration under the provisions of Article II hereof, and shall include the real property described in said Article II.

D. "Lot" shall mean and refer to any lot or other parcel in Woodfield Hunt Club together with any and all improvements thereon, platted in the Public Records of Palm Beach County, Florida, on which a residential structure could be constructed whether or not one has been constructed.

E. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers (but not contract purchasers) and Developer.

F. "Common Area" shall mean and refer to all real and/or personal property which the Association and/or the Developer has an interest (whether or not said real and/or personal property is within the boundaries of Woodfield Hunt Club, including, without limitation, a right of use, for the common use and enjoyment of the members of the Association.

II. PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO, DELETIONS THEREFROM

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is

81 040179

EST. 1981 4-58

40.60

B3477 P0071

DEC

located in Palm Beach County, Florida, and comprises all the parcels, platted or unplatted, within or upon the property legally described as:

All of WOODFIELD HUNT CLUB, according to the Plat thereof as recorded in Plat Book 41, at Pages 85 through 86, of the Public Records of Palm Beach County, Florida.

Section 2. Platting and Subdivision Restrictions. The Developer shall be entitled at any time and from time to time, to plat and/or re-plat all or any part of the Property, and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the Property.

Section 3. Additional Land. Developer may, but shall have no obligation to, add at any time or from time to time to the scheme of this Declaration all or any portion(s) of that certain parcel of real property (the "Additional Land") described in Exhibit A attached hereto and made a part hereof, provided only that (a) any portion(s) of the Additional Land from time to time added to the scheme of this Declaration shall be contiguous to property then subject to the scheme of this Declaration, (b) any portion(s) of shall, at the time of addition to the scheme of this Declaration, be platted a single-family residential lots, (c) said plat of the Additional Land shall dedicate, or commit to dedicate, to the Association the Common Area of said plat of the Additional Land, and (d) upon addition of the Additional Land to the scheme of this Declaration, the owners of property therein shall be and become subject to this Declaration, including assessment by the Association for their prorata share of Association expenses. The addition at any time or from time to time of all or any portion(s) of the Additional Land to the scheme of this Declaration shall be made and evidenced by filing in the Public Records of Palm Beach County, Florida, a supplementary Declaration with respect to that portion of the Additional Land to be added. Further, the owner and occupants of any portion(s) of the Additional Land not added to the scheme of this Declaration shall nevertheless have the right to use the roadways, sidewalks and bicycle paths of and within Woodfield Hunt Club for passage by foot, motor vehicle or bicycle over, across and through Woodfield Hunt Club, and Developer hereby reserves and establishes a nonexclusive easement for such purpose over and across such roadways, sidewalks and bicycle paths; provided, however, that such right shall be absolutely limited to passage and shall not entitle any owners and occupants of any portion(s) of the Additional Road Land not added to the scheme of this Declaration to use, occupy or remain upon any of the Common Area of Woodfield Hunt Club including without limitation such roadways, sidewalks and bicycle paths. Developer reserves the right so to amend and supplement this Declaration without the consent or joinder of the Association or of any owner and/or mortgagee of Land in Woodfield Hunt Club.

III. PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

A. The right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure;

B3477 P.0072

B. All provisions of this Declaration, any plat of all or any part or parts of the Property, and the Articles and By-Laws of the Association;

C. Rules and regulations governing use and enjoyment of the Common Area adopted by the Association; and

D. Restrictions contained on any and all plats of all or any part of the Common Area or filed separately with respect to all or any part or parts of the Property.

IV. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record fee simple Owner of a Lot, including the Developer at all times as long as it owns all or any part of the Property subject to this Declaration, shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

Section 2. Classes and Voting. The Association shall have such classes of membership, which classes shall have such voting rights, as are set forth in the Articles of the Association.

V. COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned by it within Woodfield Hunt Club, hereby covenants, and each Owner of any Lot (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments or charges, and any special assessments for capital improvements or major repair; such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from the due date at the rate of ten per cent (10%) per annum and costs of collection thereof (including reasonable attorney's fees), shall be a charge on the land and shall be a continuing lien upon the Lot(s) against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment.

Section 2. Purpose of Assessments. The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in Woodfield Hunt Club and in particular for the improvement and maintenance of the Common Area and of any easement in favor of the Association, including, but not limited to, the cost of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of, and undertaken by, the Association.

Section 3. Maximum Annual Assessments. Except as hereinafter provided, the annual assessment, excluding any special assessment for capital improvements or major repair, shall in no event exceed \$1,200.00 per Lot per annum. The Board of Directors of the Association (the "Board") shall fix the assessments, which shall be in amounts determined in accordance with the projected

89477 P0073

financial needs of the Association, as to which the decision of the Board of Directors of the Association shall be dispositive. By the vote of two-thirds (2/3) of the members of the Board the maximum amounts of the assessments may be varied from the amounts hereinabove set forth.

Section 4. Uniform Rate of Assessment. All regular and special assessments shall be at a uniform rate for each Lot in Woodfield Hunt Club.

Section 5. Special Assessments for Capital Improvements and Major Repairs. In addition to any annual assessments, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement as approved by the Board of Directors of the Association, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Date of Commencement of Annual Assessments: Due Date. The assessments for which provision is herein made shall commence on the date or dates (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. The due date of any assessment shall be fixed in the resolution authorizing such assessments, and any such assessment shall be payable in advance in monthly, quarterly, semi-annual or annual installments, as determined by the Board.

Section 7. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement, and the amount of, the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement thereof.

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

Section 8. Effect of Non-Payment of Assessment: The Lien, The Personal Obligation, Remedies of Association. The lien of the Association shall be effective from and after recording, in the Public Records of Palm Beach County, Florida, a claim of lien stating the description of the Lot encumbered thereby, the name of the Owner, the amount and the date when due. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record.

83477 P0074

If the assessment is not paid within thirty (30) days after the delinquency date, which shall be set by the Board of Directors of the Association, the assessment shall bear interest from the date due at the rate of ten per cent (10%) per annum, and the Association may, at any time thereafter, bring an action to foreclose the lien against the Lot(s) in like manner as foreclosure of a mortgage on real property, and/or suit on the personal obligation against the Owner(s), and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, including a reasonable attorney's fee, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

Section 9. Subordination to Lien of Mortgages. The lien of the assessments for which provision is herein made, as well as in any other Article of this Declaration, shall be subordinate to the lien of any first mortgage to a federal or state chartered bank, life insurance company, federal or state savings and loan association or real estate investment trust. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure of such mortgage. No sale or other transfer shall relieve any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of either the Developer or the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 10. Exempt Property. The Board of Directors shall have the right to exempt any of the Property subject to this Declaration from the assessments, charge and lien created herein provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes:

- A. Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- B. All Common Area as defined in Article I hereof;
- C. Any of the Property exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling or related use shall be exempt from said assessments, charges or lien.

VI. EXTERIOR MAINTENANCE ASSESSMENT

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Area, the Association may provide upon any Lot requiring same, when necessary in the opinion of the Board of Directors of the Association to preserve the beauty, quality and value of the neighborhood, maintenance, including paint, repair, roof repair and replacement, gutters, downspouts, exterior building surfaces, and yard cleanup and/or maintenance.

Section 2. Assessment of Costs. The cost of such maintenance shall be assessed against the Lot or Lots upon which such maintenance is performed or, in the opinion of the Board of Directors of the Association, benefiting from

B9477 P0075

same. The assessment shall be apportioned among the Lots involved in the manner determined to be appropriate by the Board of Directors of the Association. If no allocation is made, the assessment shall be uniformly assessed against all of the Lots in the affected area. The exterior maintenance assessments shall not be considered a part of the annual or special assessments. Any exterior maintenance assessment shall be a lien on the Lot and the personal obligation of the Owner and shall become due and payable in all respects, together with interest and fees for the cost of collection, as provided for the other assessments of the Association, and shall be subordinate to mortgage liens to the extent provided by Section 9 of Article V hereinabove.

Section 3. Access at Reasonable Hours. For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or the exterior of any improvements thereon at reasonable hours on any day except Saturday or Sunday.

VII. ARCHITECTURAL CONTROL

Section 1. Necessity of Architectural Review and Approval. No improvement of structure of any kind, including without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by, the Association. All plans and specification shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with the Architectural Planning Criteria of the Association, a copy of which are attached hereto as Exhibit C, as the same may from time to time be amended.

Section 2. Architectural Review Board. The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Board (the "ARB"), which shall consist of five (5) members who need not be members of the Association. The Developer shall have the right to appoint all of the members of the ARB, or such lesser number as it may choose, as long as it owns at least one Lot in Woodfield Hunt Club. Members of the ARB as to whom Developer may relinquish the right to appoint, and all members of the ARB after Developer no longer owns at least one Lot in Woodfield Hunt Club, shall be appointed by, and shall serve at the pleasure of, the Board of Directors of the Association. At any time that the Board of Directors has the right to appoint one or more members of the ARB, the Board shall appoint at least one (1) architect or building contractor thereto. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof shall be filled by the Board of Directors; except that Developer, to the exclusion of the Board, shall fill any vacancy created by the death, resignation, removal or other termination of services of any member of the ARB appointed by Developer.

B3477 P0076

purpose. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof. No building or other improvements shall be erected upon any Lot without prior ARB approval thereof as elsewhere herein provided. No Lot shall be divided, subdivided or reduced in size unless each divided or subdivided portion thereof is consolidated with one or more contiguous Lots under one ownership; provided that, if the ARB shall first have specifically approved the same, a Lot may be subdivided for the purpose of increasing the size of only one contiguous Lot so long as the portion of the divided Lot which remains unconsolidated, as a single Lot, shall be in total area at least ninety-five per cent (95%) as large as the then smallest Lot (in area) in Woodfield Hunt Club. In the event of the subdivision and consolidation of any Lot(s) as aforesaid, the obligation for Association expenses attributable to the subdivided Lot(s) shall be and become proportionately attributable and chargeable to the contiguous Lot(s), and the Owner(s) thereof, to and with which all or portions of the divided or subdivided Lot(s) become consolidated. In the event that one or more Lots are developed as a unit, the provisions of these Covenants and Restrictions shall apply thereto as a single Lot. Without the express prior consent and approval of the ARB, no dwelling or other structure or improvement shall be erected, altered, placed or permitted to remain on any site not including at least one (1) full platted Lot according to the recorded Plat of Woodfield Hunt Club.

Section 2. No Temporary Buildings. No tents, trailers, vans, shacks, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without written consent of the Developer.

Section 3. Antennae. No aerial or antenna shall be placed or erected upon any Lot, or affixed in any manner to the exterior of any building in Woodfield Hunt Club.

Section 4. Boats and Motor Vehicles. No boats, recreational vehicles or other motor vehicles, except fourwheel passenger automobiles, shall be placed, parked or stored upon any Lot, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a building where totally isolated from public view.

Section 5. Trees. No tree or shrub, the trunk of which exceeds two (2) inches in diameter, shall be cut down, destroyed or removed from a Lot without the prior express written consent of the ARB.

Section 6. Artificial Vegetation. No artificial grass, plants or other vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ARB.

Section 7. Automobile Storage Areas. No automobile garage shall be permanently enclosed or converted to other use without the substitution of another enclosed automobile storage area upon the Lot. No carports shall be permitted unless approved by the ARB and all garages shall be at least adequate to house two (2) standard size American automobiles. All garages must have doors that are to be maintained in a useful condition and that are operated by electric door openers.

Section 8. Clothes Drying Area. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, it being the intention hereof

B3477 P0078

IX TRANSFER OF UNIMPROVED LOTS

Section 1. Developer's Right of First Refusal. No Lot, and no interest therein, upon which a single-family residence has not been constructed (and a certificate of occupancy issued therefor) shall be sold or transferred unless and until the Owner of such Lot shall have first offered to sell such Lot to Developer and Developer has waived, in writing, its right to purchase said Lot.

Section 2. Notice to Developer. Any Owner(s) intending to make a bona fide sale of his Lot or any interest therein shall give to Developer notice of such intention, together with a fully executed copy of the proposed contract of sale (the "Proposed Contract"). Within thirty (30) days of receipt of such notice and information, Developer shall either exercise, or waive exercise of, its right to first refusal. If Developer elects to exercise its right of first refusal, it shall, within thirty (30) days after receipt of such notice and information, deliver to the Owner an agreement to purchase the Lot upon the following terms:

A. The price to be paid, and the terms of payment, shall be that stated in the Proposed Contract;

B. The sale shall be closed within thirty (30) days after the delivery or making of said agreement to purchase.

If Developer shall fail to exercise or waive exercise of, its right of first refusal within the said thirty (30) days of receipt of the Proposed Contract, the Developer's right of first refusal shall be deemed to have been waived and Developer shall furnish a certificate of waiver as hereinafter provided.

Section 3. Certificate of Waiver. If Developer shall elect to waive its right of first refusal, or shall fail to exercise said right within thirty (30) days of receipt of the Proposed Contract, Developer's waiver shall be evidenced by a certificate executed by Developer in recordable form which shall be delivered to the Proposed Contract purchaser and shall be recorded in Public Records of Palm Beach County, Florida.

Section 4. Unauthorized Transactions. Any sale of a Lot, or any interest therein, upon which a single-family residence has not been constructed (and a certificate of occupancy issued therefor), without notice to Developer and waiver of Developer's right of first refusal as aforesaid, shall be void.

Section 5. Exceptions. This Article IX shall not apply to a transfer to or sale by any bank, life insurance company, Federal or State savings and loan association, or real estate investment trust which acquires its title as a result of owning a mortgage upon the Lot concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successors in title or through foreclosure proceedings; nor shall this Article IX apply to a sale by any such institution which so acquires title. Neither shall this Article IX require the waiver by Developer as to any transfer of title to a Lot at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

B3477 P0080

X. GENERAL PROVISIONS

Section 1. Duration and Remedies for Violation. The Covenants and Restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Developer, the Association or the Owner of any Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change or terminate said Covenants and Restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give the Developer and/or Association and/or Owner(s) in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such Owner was in violation of said Covenants or Restrictions. Expenses of litigation shall include reasonable attorney's fees incurred by Developer and/or the Association in seeking such enforcement.

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

Section 3. Severability. Invalidation of any one of these Covenants and Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. This Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by Owners holding not less than two-thirds (2/3) of the voting interests of the membership, provided that so long as Developer is the Owner of any Lot, or any Property affected by this Declaration, or amendment hereto, or appoints a Director of the Association, no amendment will be effective without Developer's express written joinder and consent.

Section 5. Usage. Whenever used the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 6. Effective Date. This Declaration shall become effective upon its recordation in the Public Records of Palm Beach County, Florida.

B3477 P.0081

IN WITNESS WHEREOF, the Developer has caused these presents to be executed as required by law on this, the day and year first above written.

BOCA INVESTORS, INC.

By: *George E. Barbar*
President

ATTEST:
A. Barbar
Secretary

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The foregoing Declaration of Covenants and Restrictions for Woodfield Hunt Club was acknowledged before me this 4th day of March, 1981 by George E. Barbar and Anthony K.G. Barbar, ~~both~~ ~~both~~ President and ~~Secretary~~ Secretary respectively of Woodfield Hunt Club, a Florida Corporation, on behalf of the Corporation.

(Notarial Seal)

Shirley
Notary Public
State of Florida at Large
My Commission Expires May 31, 1982
Notary Public, State of Florida at Large
My Commission Expires May 31, 1982
Bonded By American Fidelity & Casualty Company

B3477 P0082

EXHIBIT "A"

All of the Northwest One-quarter (1/4) of Section 10, Township 47 South, Range 42 East, Palm Beach County, Florida, LESS a parcel of land for Jog Road right-of-way described in Official Records Book 1823, Page 39 and 40, of the Public Records of Palm Beach County, Florida, and ALSO LESS a parcel of land for N. W. 51st Street (Yamato Road) right-of-way described in Official Records Book 1755, Pages 1480 and 1481 of the aforesaid Public Records.

B3477 P0089

RECORD VERIFIED
PALM BEACH COUNTY, FLA
JOHN B. DUNKLE
CLERK CIRCUIT COURT

CERTIFICATE OF 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., of the Public Records of Palm Beach County, Florida;

WHEREAS, the Declaration included Architectural Planning Criteria as an attachment to the Declaration;

WHEREAS, a meeting of the Board of Directors of the Woodfield Hunt Club Homeowners Association was held on or about March 17, 1998, 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 Amendment;

WHEREAS, the 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, but Woodfield Hunt Club Homeowners Association, Inc. by Ronald E. D'Anna, Esquire, its attorney .

Dated this 20 day of August, 1998.

Witnesses:

Donna Ladd
Karl Em

WOODFIELD HUNT CLUB HOMEOWNERS
ASSOCIATION, INC.

BY:

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

STATE OF FLORIDA)
) SS
COUNTY OF PALM BEACH)

I CERTIFY that on the 20 day of August, 1998, 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

Cindy Marie Williams

Personally Known OR Produced Identification
Type of Identification Produced: _____



This instrument prepared by Ronald E. D'Anna, Mattlin & McClosky, 2300 Glades Road, Suite 400, East Tower, Boca Raton, Florida, 33431. *[Signature]*

AMENDMENTS 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") ~~Beca 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 (22,500)~~ three thousand (3,000) 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.

[All additions to text are denoted by underlining and all deletions from text are denoted by ~~strikeovers~~.]

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 the ARB. It is 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 hereinabove, 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.

[All additions to text are denoted by underlining and all deletions from text are denoted by ~~strikeovers~~.]

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 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, playforms, 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 playform, 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

[All additions to text are denoted by underlining and all deletions from text are denoted by ~~strikes~~.]

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.

11. LANDSCAPING. Landscaping Criteria will be established by the ARB, a copy of which is attached hereto. 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 pool area may extend beyond a line extended and aligned with the side walls of the dwelling unless approved by the ARB;

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

(All additions to text are denoted by underlining and all deletions from text are denoted by ~~strikes~~.)

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.

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.

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

(All additions to text are denoted by underlining and all deletions from text are denoted by ~~strikeovers~~.)

17. MAILBOXES. No mailbox or paperbox 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. If and when the United States mail service or the newspaper or newspapers involved 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.

[All additions to text are denoted by underlining and all deletions from text are denoted by ~~strikeovers~~.]

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 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.

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 the easements.

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.

(All additions to text are denoted by underlining and all deletions from text are denoted by ~~strikeovers~~.)

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

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 "Floratum 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.

~~C. 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.

{All additions to text are denoted by underlining and all deletions from text are denoted by ~~strikeovers~~.}

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.

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.

[All additions to text are denoted by underlining and all deletions from text are denoted by ~~strikeovers~~.]

H. Views of the waterways ~~from adjoining property~~ 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:

Front setback - 25 feet from property line to structure
Rear setback - 20 feet from property line to structure
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.~~

H:\LIBRARY\93291010\MISC\ARB.1

[All additions to text are denoted by underlining and all deletions from text are denoted by ~~strikeovers~~.]

Exhibit 1

AMENDMENTS TO THE
RESTATED ARTICLES OF INCORPORATION OF
WOODFIELD HUNT CLUB HOMEOWNERS ASSOCIATION, INC.

1. Article IV, Sections A and B, of the Restated Articles of Incorporation of Woodfield Hunt Club Homeowners Association, Inc. is amended to read as follows:

IV. MEMBERS

A. The members shall consist of the Property Owners in Woodfield Hunt Club, the Property comprising Woodfield Hunt Club being described in Section C of these articles, and all such Property Owners shall be members of the Association. ~~There shall be two (2) classes of members, as follows:~~

~~1. Class A Members. Class A Members shall consist of all Property Owners other than the Class B Member. Owners of Property shall automatically become Class A Members upon purchase of such Property.~~

~~2. Class B. Members. The Class B Member shall be Boca Investors, Inc., a Florida corporation, or its designee, successor or assignee as Developer of Woodfield Hunt Club.~~

B. "Developer," "Owner," "Lot," and any other defined terms used herein, and elsewhere in the Amended Articles, are used with the definition given those terms in the aforesaid Declaration of Covenants and Restrictions for Woodfield Hunt Club.

* * *

2. Article V, of the Restated Articles of Incorporation of Woodfield Hunt Club Homeowners Association, Inc. is amended to read as follows:

V. VOTING AND ASSESSMENTS

* * *

~~B. The Developer shall have the right to appoint a majority of the Board of Directors so long as it owns at least one (1) lot in Woodfield Hunt Club.~~

~~C.B.~~ The Association will obtain funds with which to operate by assessment of its members in accordance with the provisions of the Declaration of Covenants and Restrictions for Woodfield Hunt

[All additions to text are denoted by underlining and all deletions from text are denoted by ~~strikeovers~~.]

Club, as supplemented by the provisions of the Amended Articles and By-Laws of the Association relating thereto.

3. Sections A and B of Article VI of the Restated Articles of Incorporation of Woodfield Hunt Club Homeowners Association, Inc. are amended to read as follows:

VI. BOARD OF DIRECTORS

A. The affairs of the Association shall be managed by a Board of Directors consisting of not less than five (5) nor more than seven (7) ~~five (5)~~ Directors. ~~So long as Developer shall have the right to appoint a majority of the Board of Directors, Directors need not be members of the Association and need not be residents of the State of Florida; thereafter, all Directors shall be~~ All Directors shall be members of the Association and residents of the State of Florida. ~~There shall be two (2) Directors appointed by Class A Members so long as the Class B Member has the right to appoint a majority of the Board of Directors.~~ Elections shall be by plurality vote. At the first annual election to the Board of Directors the term of office of the elected Director receiving the highest plurality of votes shall be established at one (1) year. In addition, the Class B Member shall select two (2) Directors to serve for terms of two (2) years and one (1) Director to serve for a term of one (1) year. Thereafter, ~~as~~ as many directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time, and the term of the director so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause of affirmative vote of a majority of the members, ~~which elected or appointed them.~~ In no event can a Board Member appointed by the Class B Member be removed except by action of the Class B Member. Any Director appointed by the Class B Member shall serve at the pleasure of the Class B Member, and may be removed from office, and a successor Director may be appointed, at any time by the Class B Member.

B. ~~The names and addresses of the members of the first Board of Directors who shall hold office until the annual meeting of the members to be held in the year 1981 and until their successors are elected or appointed and have qualified, are as follows: George E. Barbar, Anthony K. C. Barbar, and Philip G. Barbar, whose addresses are: 150 E. Palmetto Park Road, Boca Raton, FL, 33432.~~

[All additions to text are denoted by underlining and all deletions from text are denoted by ~~strikeovers~~.]

4. Section A of Article VII of the Restated Articles of Incorporation of Woodfield Hunt Club Homeowners Association, Inc. is amended to read as follows:

VII. OFFICERS

A. The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Any two (2) or more offices may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedures set forth in the By-Laws. ~~The names of teh officers who are to manage the affairs of the Association until the annual meeting of the Board of Directors to be held in the year 1981 and until their successors are duly elected and qualified are:~~

President	George E. Barbar
Vice President	Anthony K. G. Barbar
Treasurer	Philip C. Barbar
Secretary	Anthony K. G. Barbar

5. Article X of the Restated Articles of Incorporation of Woodfield Hunt Club Homeowners Association, Inc. is amended to read as follows:

X. AMENDMENT TO ARTICLES OF INCORPORATION

These Amended Articles may be altered, amended or repealed by resolution of the Board of Directors adopted at a meeting of the Board of Directors by a majority vote of the directors then in office. ~~No amendment affecting Boca Investors, Inc., a Florida corporation, or its successors or assigns as Developer of Woodfield Hunt Club (as the same is defined in the Declaration of Covenants and Restrictions for Woodfield Hunt Club) shall be effective without the prior written consent of said Boca Investors, Inc. or its successors or assigns, as Developer.~~

[All additions to text are denoted by underlining and all deletions from text are denoted by ~~strikeovers~~.]

6. Article XI of the Restated Articles of Incorporation of Woodfield Hunt Club Homeowners Association, Inc. is deleted in its entirety:

~~XI. SUBSCRIBERS~~

~~The names and residence addresses of the subscribers are as follows: George E. Barbar, Anthony K. G. Barbar, and Philip G. Barbar, whose addresses are 150 East Palmetto Park Road, Boca Raton, FL, 33432.~~

7. Article XII of the Restated Articles of Incorporation of Woodfield Hunt Club Homeowners Association, Inc. is amended to read as follows:

~~XII-XI.~~ INDEMNIFICATION AND LIABILITY OF OFFICERS, AND DIRECTORS, EMPLOYEES, AND AGENTS

A. The Association hereby indemnifies any Director, ~~or employee or agent~~ made a party or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, and such persons shall not be personally liable for monetary damages to any person for any statement, vote, decision, or failure to take an action made in the course of discharging his duties, if such person acted in good faith, with ordinary care and in the reasonable belief that such action was in the best interests of the Association.

~~1. Whether indemnification provided by this Article shall apply in any action, suit or proceeding, whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity of Director, or employee or agent of the Association or in his capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association against judgments, fines, amounts paid in settlement and reasonable expenses, including attorney's fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a~~

[All additions to text are denoted by underlining and all deletions from text are denoted by ~~strikeovers~~.]

plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or Officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

2. Such person shall not be entitled to indemnification in relation to matters to which he breached or failed to perform his duties as a Director or Officer where such a breach or failure to perform constitutes a violation of criminal law, a transaction from which he derived an improper personal benefit, or an act of recklessness committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property; provided, however, that a violation of criminal law shall not deprive a Director or Officer of indemnification where he had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful. ~~By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relations to matters to which such person has been adjudged to have been guilty of negligence or misconduct in teh performance of his duty to the Association unless, and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.~~

8. Article XIV of the Restated Articles of Incorporation of Woodfield Hunt Club Homeowners Association, Inc. is amended to read as follows:

XIV-XIII. DISSOLUTION OF THE ASSOCIATION

A. Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs

[All additions to text are denoted by underlining and all deletions from text are denoted by ~~strikethroughs.~~]

and expenses of such dissolution shall be distributed in the following manner:

~~1. Real Property contributed to the Association without the receipt of other than nominal consideration by the class B Member (or its predecessor in interest) shall be returned to the Class B Member (whether or not a Class B Member at the time of such dissolution), unless it refuses to accept the conveyance (in whole or in part).~~

~~2-1. Dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the authority is willing to accept.~~

~~3-2. Remaining assets shall be distributed among the members, subject to the limitations set forth below, as tenants in common, each member's share of the assets to be determined in accordance with its voting rights.~~

9. Article XV of the Articles of Incorporation of Woodfield Hunt Club Homeowners Association, Inc. is amended to read as follows:

~~XV-XIV.~~ REGISTERED AGENT

The ~~initial~~ registered office of the corporation shall be Hawkeye Management, Inc., 3901 North Federal Highway, Boca Raton, FL, 33431, or its successor. ~~located at 150 East Palmetto Park Road, Boca Raton, FL, 33432. The initial registered agent at said address shall be George E. Barbar.~~

IN WITNESS WHEREOF, the ~~said subscribers~~ following directors and officers have hereto set their hands and seal this 6th day of February, 1981, 1998.

Signed, sealed and delivered in the presence of:

George E. Barbar and as
Registered Agent
President

[All additions to text are denoted by underlining and all deletions from text are denoted by ~~strikeovers.~~]

ARTICLES OF AMENDMENT TO THE
RESTATED ARTICLES OF INCORPORATION OF
WOODFIELD HUNT CLUB HOMEOWNER'S ASSOCIATION, INC.

FILED
98 AUG 25 PM 2:52
SECRETARY OF STATE
TALLAHASSEE FLORIDA

WHEREAS, the Restated Articles of Incorporation of Woodfield Hunt Club Homeowners Association, Inc. were recorded with the Secretary of State of the State of Florida on March 21, 1981

WHEREAS, Article X, of the Restated Articles of Incorporation of Woodfield Hunt Club Homeowners Association, Inc., entitled Amendment to Articles of Incorporation, provides that the Articles of Incorporation may be altered, amended or repealed by resolution of the Board of Directors and there are no members entitled to vote;

WHEREAS, a meeting of the Board of Directors of the Woodfield Hunt Club Homeowners Association was held on March 17, 1998, at which a majority of the full Board of Directors of the Association did vote to amend the Restated Articles of Incorporation in various particulars as set forth in Exhibit 1 attached to these Articles of Amendment;

WHEREAS, the Article of Amendments shall be recorded with the Secretary of State, Division of Corporations, State of Florida;

NOW, THEREFORE, the Restated Articles of Incorporation of Woodfield Hunt Club Homeowners Association be and are hereby amended as stated in Exhibit 1, attached hereto.

CERTIFICATE OF ADOPTION OF
ARTICLES OF AMENDMENT TO THE
RESTATED ARTICLES OF INCORPORATION OF
WOODFIELD HUNT CLUB HOMEOWNERS ASSOCIATION

WE CERTIFY that the attached amendments were duly adopted as amendments to the Restated Articles of Incorporation of the Woodfield Hunt Club Homeowners Association, Inc. and that a majority of the full Board of Directors of the Association did vote to approve same at a duly-called board meeting at which a quorum was present.

Dated this 10th day of July, 1998.

Witnesses:

Sara Green

WOODFIELD HUNT CLUB HOMEOWNERS ASSOCIATION, INC.

BY: Domenick S. Caporale
President

Attest:

Debra Heiser

Richard C. Luke
Secretary



CFN 20040455131
OR BK 17360 PG 0890
RECORDED 08/05/2004 15:23:31
Palm Beach County, Florida
Dorothy H Wilken, Clerk of Court

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]

Shirley 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

[All additions to text are denoted by underlining and all deletions from text are denoted by ~~strikeovers~~.]

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

[All additions to text are denoted by underlining and all deletions from text are denoted by ~~strikeovers~~.]

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.

[All additions to text are denoted by underlining and all deletions from text are denoted by ~~strikeovers~~.]

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.

[All additions to text are denoted by underlining and all deletions from text are denoted by ~~strikeovers~~.]

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

[All additions to text are denoted by underlining and all deletions from text are denoted by ~~strikeovers~~.]

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

[All additions to text are denoted by underlining and all deletions from text are denoted by ~~strikeovers~~.]

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.

[All additions to text are denoted by underlining and all deletions from text are denoted by ~~strikeovers~~.]

- 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.

[All additions to text are denoted by underlining and all deletions from text are denoted by ~~strikeovers~~.]

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:

[All additions to text are denoted by underlining and all deletions from text are denoted by ~~strikeovers~~.]

- 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

[All additions to text are denoted by underlining and all deletions from text are denoted by ~~strikeovers.~~]

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.

[All additions to text are denoted by underlining and all deletions from text are denoted by ~~strikeovers~~.]

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

[All additions to text are denoted by underlining and all deletions from text are denoted by ~~strikeovers~~.]

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.

[All additions to text are denoted by underlining and all deletions from text are denoted by ~~strikeovers~~.]

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.

[All additions to text are denoted by underlining and all deletions from text are denoted by ~~strikeovers~~.]

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") 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 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 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 three thousand (3,000) square feet of livable enclosed floor area (exclusive of open or screen porches, terraces, and garages), not to exceed twenty-five (25) feet in height in accordance with City codes and ordinances and having a private and enclosed garage 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, pool 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 the ARB. It is 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. Roofs are to be cleaned and maintained at all times.

5. GARAGES. In addition to the requirements stated in Paragraph 1 hereinabove, 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. 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 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 play structures, playforms, 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. The setback lines are defined as the front and side planes of the dwelling as constructed. 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" 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.

11. LANDSCAPING. Landscaping will be established by the ARB, a copy of which is attached hereto. 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 homeowner must choose from those approved. It should be noted that sod is required on all front, side and rear yards and that the homeowner will be required to irrigate and sod easements, as well as areas adjacent to the lakes and canals which border the individual 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 pool area may extend beyond a line extended and aligned with the side walls of the dwelling unless approved by the ARB;

- D. 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.

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.

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 six (6) 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.

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

17. **MAILBOXES.** No mailbox or paperbox 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. If and when the United States mail service or the newspaper or newspapers involved 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 to the Board of Directors of the Association and to the lot owner submitting same.

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. 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 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.

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 the easements.

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

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. 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.

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:

Front setback - 25 feet from property line to structure

Rear setback - 20 feet from property line to structure

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

CERTIFICATE OF AMENDMENT TO THE
BY-LAWS OF WOODFIELD HUNT CLUB HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the By-Laws of Woodfield Hunt Club Homeowners Association were recorded on or about March 6, 1981, in Official Records Book 3477, Page 0080, et seq., of the Public Records of Palm Beach County, Florida;

WHEREAS, Article X, of the By-Laws of Woodfield Hunt Club Homeowners Association, Inc., entitled Amendment to By-Laws, provides that the By-Laws may be altered, amended or repealed by resolution of the Board of Directors;

WHEREAS, a meeting of the Board of Directors of the Woodfield Hunt Club Homeowners Association was held on March 17, 1998, at which a majority of the Board of Directors of the Association did vote to amend the By-Laws and various particulars as set forth in Exhibit 1 attached to these Articles of Amendment;

WHEREAS, this Article of Amendments shall be recorded in the Public Records of Palm Beach County, Florida, and with the Florida Department of State, Division of Corporations;

NOW, THEREFORE, the By-Laws of Woodfield Hunt Club Homeowners Association be and are hereby amended and the particulars as stated in Exhibit 1, attached hereto.

CERTIFICATE OF ADOPTION OF
AMENDMENTS TO THE BY-LAWS OF
WOODFIELD HUNT CLUB HOMEOWNERS ASSOCIATION, INC.

WE CERTIFY that the attached amendments were duly adopted as amendments to the By-Laws of the Woodfield Hunt Club Homeowners Association, Inc. and that a majority of the full Board of Directors of the Association did vote to approve same at a duly-called board meeting at which a quorum was present.

Dated this 10th day of July, 1998.

Witnesses:
Diana J. Allen
Deane Heblson

WOODFIELD HUNT CLUB HOMEOWNERS ASSOCIATION, INC.

BY Joseph J. Capolana
President

Attest:
Richard C. Tucker
Secretary

Amend
9-10-98

STATE OF FLORIDA)
)SS
COUNTY OF PALM BEACH)

I CERTIFY that on the 10th day of July, 1997, before me personally appeared DOMENICK S. CAPALONCO and RICHARD C. FINKS, President and Secretary, respectfully, of the Woodfield Hunt Club Homeowners Association, Inc., to me known to be the individuals and offices described in and who executed the aforesaid certification as their free act and deeds as such duly-authorized officers; 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

Valerie Perez

Personally Known OR Produced Identification
Type of Identification Produced: _____



VALERIE PEREZ
My Commission CC412539
Expires Nov. 11, 1998
Bonded by HAI
800-222-1565

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

Handwritten initials

AMENDMENTS TO THE BY-LAWS
OF WOODFIELD HUNT CLUB HOMEOWNERS ASSOCIATION, INC.

1. Article II of the By-Laws of Woodfield Hunt Club Homeowners Association, Inc. shall be deleted in its entirety:

~~II. LOCATION OF PRINCIPAL OFFICE~~

~~The principal office of the Association shall be located at 645 Gulfstream Bank Building, Boca Raton, Florida, 33432, or at such other place as may be established by resolution by the Board of Directors of the Association.~~

2. Article III, Section 1, shall be renumbered as follows and Section 1 of Article II shall be amended to read as follows:

~~III-II.~~ VOTING RIGHTS AND ASSESSMENTS

1. Every person or entity who is a record fee simple owner of a Lot, ~~including the Developer at all times as long as it owns any property subject to this Declaration,~~ shall be a member of the Association, provided that any such person or entity who holds such interest only as a security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from ownership of any Lot which is subject to assessment.

3. Article IV of the By-Laws of Woodfield Hunt Club Homeowners Association, Inc. shall be amended to read as follows:

~~IV-III.~~ BOARD OF DIRECTORS

1. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.

2. Any vacancy occurring on the Board of Directors because of death, resignation or other termination of services prior to the expiration of his or her term may be filled by the affirmative vote of the majority of the remaining directors even if the remaining directors constitute less than a quorum. ~~of any Director, shall be filled by the Board of Directors, except that Developer, to the exclusion of other members and/or the Board itself, shall fill any~~

[All additions to text are denoted by underlining and all deletions from text are denoted by ~~strikes~~.]

~~vacancy created by death, resignation, removal or other termination of services of any Directors appointed by Developer. A Director Board member appointed to fill a vacancy shall be appointed for the unexpired term of his/her predecessor in office and until the next regular election of the Board members. his successor shall have been elected and/or appointed and qualified.~~

4. Article V of the By-Laws of Woodfield Hunt Club Homeowners Association, Inc. shall be amended to read as follows:

~~V-IV. ELECTION OF DIRECTORS: NOMINATING AND ELECTION COMMITTEES~~

~~1. Nominations for the election of Board members may be made by a Nominating Committee appointed by the Board.~~

~~2. Developer shall, within fourteen (14) days of the date set for the annual meeting of the Association, notify the Secretary and the Nominating Committee of the name of the Directors the Developer is appointing to the Board of Directors. Within thirty (30) days of such date, the Nominating Committee shall notify the Secretary of the names of the candidates nominated for election to the Board of Directors. The Secretary shall, within seven (7) days of receiving such notification from the Nominating Committee, prepare and mail ballots to the members.~~

~~3. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine. In addition to nominations made by the Nominating Committee, petitions for nominees shall be accepted if signed by either fifteen (15) Class A Members or by one third (1/3) of the Class A Membership whichever is smaller. Nomination and notification of the vacancies being filled by the Developer shall be placed on a written ballot as provided in Section 4 of this Article and shall be made in advance to the time fixed therein for the mailing of such ballots to members.~~

~~4. All elections to the Board of Directors shall be made on written ballots which shall (a) describe the vacancies to be filled by Class A Members, and (b) set forth the names of those nominated for each vacancy by the Nominating Committee or by petition for such vacancy and the names of those appointed to the Board by the Developer. Upon receipt of such ballots such members and representatives may, in respect to each vacancy, cast as many votes for the persons nominated as they are entitled to exercise under the provisions of the Amended Articles of Incorporation and these By Laws.~~

[All additions to text are denoted by underlining and all deletions from text are denoted by ~~strikeovers~~.]

~~5. The completed ballots shall be returned to the Secretary at the address of the Association, or at such other address as designated upon each ballot. Upon receipt of each ballot, the Secretary shall immediately place it in the safe or other locked place until the date of the annual meeting of the Association. ON that day, and at the annual meeting, the ballots shall be turned over to an election committee which shall consist of five (5) members appointed by the Board of Directors or to be counted by the Secretary if the Board has not appointed an election committee.~~

~~6. The members of the Board of Directors elected or appointed in accordance with the procedures set forth in this Article shall be deemed elected or appointed as of the date of the annual meeting of the Board of Directors.~~

1. The rules set forth herein apply to all regular elections of members of the Board of Directors of Woodfield Hunt Club Homeowners Association, Inc., to be scheduled and held as set forth below.

2. Balloting by homeowners is not necessary to fill a Board vacancy unless there are two or more eligible candidates for that vacancy. Where balloting is not required, the Board shall announce the name(s) of the new Board member(s) no later than the date on which the regular election otherwise would have been held.

3. At least 60 days before a regular election, the Association shall announce the date of the regular election and a request for written expressions of interest in becoming a candidate for the Board. Posting an announcement at both entrance gates to Woodfield Hunt Club shall be deemed adequate notice.

4. Expressions of interest in becoming a candidate for the Board shall be submitted in writing at least 45 days before the regular election or by such other deadline as is determined by the Board. In addition to an expression of interest, a candidate may submit to the Board a one-page information sheet which may describe the candidate's background, education and qualifications.

5. Where two or more eligible candidates have expressed an interest in filling a vacancy caused by expiration of a term in office, a regular election shall be held no later than the date of the annual meeting or a the March Board of Directors meeting, as determined by the Board. A member who is entitled to vote shall vote in person or by mail, but not by proxy.

6. The Board may create or appoint a Nominating Committee for the purpose of endorsing as many candidates for election to the Board as it shall in its discretion determine. The Nominating Committee shall have the authority to interview any candidate to

[all additions to text are denoted by underlining and all deletions from text are denoted by ~~deletions~~.]

assess any candidate's qualifications for election to the Board. No member of the Nominating Committee may stand for election.

7. Ballots, with all available candidate information sheets attached thereto, shall be mailed to each homeowner at least 30 days prior to the regular election. The ballots shall indicate the number of vacancies, the candidates' names in alphabetical order and instructions on how to submit the ballot. Such instructions shall state that each lot is entitled to one ballot; the voting homeowners should select one candidate for each vacancy; cumulative voting is not permitted; the ballot should be placed in an envelope; the voting homeowner's lot number shall be written on the envelope; the envelope shall be mailed or delivered to the Association's managing company at its regular place of business or brought to the regular election at a specified time, date and place. Such instructions shall contain a notice in boldface type that any envelope without a lot number may not be counted.

8. The ballot may indicate which candidates, if any, are incumbents on the Board and/or are endorsed by the Nominating Committee.

9. Upon receipt by the Association's managing company, envelopes containing ballots shall be retained by the Association's managing company in a safe or other locked place and shall not be opened until the regular election, in the manner described below.

10. At the regular election, blank ballots shall be available to eligible homeowners. Each ballot distributed at the regular election shall be placed in an envelope marked with the regular homeowner's lot number. After all ballots are collected, the lot numbers on all envelopes shall be checked to avoid duplication of votes. The ballots shall be removed from their envelopes and counted in the presence of the attending homeowners. The vacancies on the Board shall be filled by the corresponding number of candidates with the most votes.

11. In the event of a tie vote, the Association shall conduct a runoff election only with respect to the candidates who received the tie vote. Within 10 days of the general election, ballots shall be mailed to each homeowner, along with the runoff candidates' information sheets previously submitted for the runoff election. The ballots shall inform the homeowners of the runoff election and the date of such election, and shall otherwise conform to the requirements of this Article. The runoff election shall be held at the next regularly scheduled meeting of the Board.

12. Directors' terms shall take effect immediately upon election or upon such later date as may be stated on the ballot. In no event shall a director elected in a regular election take

(all additions to text are denoted by underlining and all deletions from text are denoted by ~~deletions~~.)

office later than one day after the date of the annual meeting or the March Board of Directors meeting.

5. Article VI of the By-Laws of Woodfield Hunt Club Homeowners Association, Inc. shall be renumbered as follows and Section F, Article V shall be amended to read as follows:

VI-V. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

F. To exercise for the Association all powers, duties and authority vested in or delegated to the Association except those reserved to members in the Declaration of Covenants and Restrictions for Woodfield Hunt Club, ~~ex~~ the Amended Articles of Incorporation of the Association, and as provided by Florida Statute, including without limitation, those set forth in 617.302, Fla. Stats. (1995), and any amendments thereto.

6. Article VII of the By-Laws of Woodfield Hunt Club Homeowners Association, Inc. shall be renumbered and Section 1, Article VII amended to read as follows:

VII-VI. DIRECTORS AND MEETINGS

1. The annual meeting of the Association shall be held ~~on December 20 at 5:00 p.m. as determined by the Board of Directors at the principal office of the Association, unless some other place is designated by the Board.~~ Regular meetings of the Board of Directors shall be held at such time and place as provided by appropriate resolution of the Board of Directors.

7. Article VIII of the By-Laws of Woodfield Hunt Club Homeowners Association, Inc. shall be renumbered and Section 2 of Article VIII amended to read as follows:

VIII-VII. OFFICERS

2. The officers of the Association shall be elected by the Board of Directors at the annual meeting of the Board of Directors, which shall be held immediately within ten (10) days following the annual meeting of the Association. New offices may be created and filled at any meeting of the Board of Directors. Each officer

[All additions to text are denoted by underlining and all deletions from text are denoted by ~~strikes~~.]

shall hold office until his successor shall have been duly elected and qualified.

8. Article IX of the By-Laws of Woodfield Hunt Club Homeowners Association, Inc. shall be renumbered and amended to read as follows:

IX-VIII. COMMITTEES

1. ~~The standing Committees of the Association shall be:
The Nominating Committee
The Maintenance Committee
The Architectural Review Board (the "ARB")~~

~~Each committee, other than the ARB, shall consist of a chairman and two (2) or more members and shall include a member of the Board of Directors. The Committees (except the ARB) shall be appointed by the Board of Directors within thirty (30) days after each annual meeting of the Board of Directors, to serve until succeeding committee members have been appointed. The Board of Directors may appoint such other committees as it deems advisable.~~

2. ~~The Nominating Committee shall have the duties and functions described in these By-Laws.~~

~~3. The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of property in Woodfield Hunt Club, and shall perform or seek the performance of such other functions as the Board, in its discretion, determines.~~

4-2. The ARB Shall be appointed, shall serve, and shall have the duties and functions as described in the Declaration of Covenants and Restrictions for Woodfield Hunt Club. A party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors, within thirty (30) days of such decision, that the Board review such decision. The determination of the Board upon reviewing such decision of the ARB shall in all events be dispositive.

~~5. The Maintenance Committee and other committees appointed and so empowered by the Board of Directors (but not the Nominating Committee or the ARB) shall have the power to appoint subcommittees from among their membership and it may delegate to any subcommittees any powers, duties and functions.~~

[All additions to text are denoted by underlining and all deletions from text are denoted by ~~strikeovers~~.]

6-3. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties and activities within its scope of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee. Director or officer of the Association which is further concerned with the matter presented.

9. Article X of the By-Laws of Woodfield Hunt Club Homeowners Association, Inc. shall be renumbered and amended to read as follows:

~~X-IX.~~ BOOKS AND PAPERS

The books, records, and papers of the Association shall ~~at all times,~~ during reasonable business hours, be subject to inspection of any member within ten (10) business days after receipt of a written request for access thereto. Any member requesting copies of any books, records or papers shall pay the actual and reasonable costs of copying and furnishing such documents.

10. Article XI of the By-Laws of Woodfield Hunt Club Homeowners Association, Inc. shall be renumbered as follows:

~~XI-X.~~ SEAL

The Association shall have a seal in circular form having within its circumference the words: Woodfield Hunt Club Homeowner's Association, Inc., a corporation not for profit, 1980.

11. Article XII of the By-Laws of Woodfield Hunt Club Homeowners Association, Inc. shall be renumbered and amended to read as follows:

~~XII-XI.~~ AMENDMENTS

These By-Laws may be altered, amended or repealed by majority vote of the Directors present at a duly constituted meeting of the Board of Directors ~~except that no amendment affecting Developer shall be effective without Developer's written consent.~~

(All additions to text are denoted by underlining and all deletions from text are denoted by ~~deletions~~.)

FIRST AMENDMENT TO BY-LAWS

OF

WOODFIELD HUNT CLUB HOMEOWNERS ASSOCIATION, INC.

82 124775

1982 AUG -9 AM 10:43

THE WOODFIELD HUNT CLUB HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, which is the Association described in the Articles of Incorporation, By-laws, and Declaration of Covenants and Restrictions, recorded March 6, 1982, in Official Records Book 3477, pages 52 through 59, pages 60 through 70, and pages 71, respectively, of the public records of Palm Beach County, Florida, makes this First Amendment to the By-laws for THE WOODFIELD HUNT CLUB HOMEOWNERS ASSOCIATION, INC., as follows:

III. VOTING RIGHTS AND ASSESSMENTS

3. Notwithstanding anything to the contrary contained herein or in the Articles of Incorporation or in the Declaration of Covenants and Restrictions for Woodfield Hunt Club Homeowners Association, Inc., the Liability of the Developer for payment of assessments on unsold lots shall never exceed the amount necessary to pay for the actual expenditures of the Association.

IN WITNESS WHEREOF, WOODFIELD HUNT CLUB HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, has caused the execution of this First Amendment to its by-laws, on this 25th day of June, 1982.

(SEAL)

WOODFIELD HUNT CLUB HOMEOWNERS ASSOCIATION, INC.

Approved:

By: Anthony K. G. Barbar
Secretary, Anthony K. G. Barbar
Director

500

George E. Barbar
George E. Barbar, President/Director

Philip G. Barbar
Philip G. Barbar, Director

(being all of the Directors of
Woodfield Hunt Club Homeowners Association, Inc.)

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

ss.

The foregoing instrument was acknowledged before me this 25th day of June, 1982, by ANTHONY K. G. BARBAR, Secretary and Director, and by GEORGE E. BARBAR, and PHILIP G. BARBAR, Directors, of WOODFIELD HUNT CLUB HOMEOWNERS ASSOCIATION, INC., a Florida Corporation.

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 14 1985
BONDED THROUGH GENERAL LEO J. UNDERWRIEGER

Lynda M. Walker
Notary Public, State of Florida

PREPARED BY AND RETURN TO
David B. Dickenson
Scott, Dickenson & Linus
150 E. Palmetto Park Road
Suite 600
Boca Raton, Florida 33432

89771 P1808

27
Dickenson

RECORD VERIFIED
PALM BEACH COUNTY, FLA
JOHN B. DUNKLE
CLERK CIRCUIT COURT

ATTEND
8-9-82

**BY-LAWS
OF
WOODFIELD HUNT CLUB HOMEOWNER'S ASSOCIATION, INC.**

I. DEFINITIONS

All terms used herein which are defined in the Declaration of Covenants and Restrictions for Woodfield Hunt Club shall be used herein with the same meanings as defined in said Declaration.

II. VOTING RIGHTS AND ASSESSMENTS

1. Every person or entity who is a record fee simple owner of a Lot, shall be a member of the Association, provided that any such person or entity who holds such interest only as a security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from ownership of any Lot which is subject to assessment.

2. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the rate set forth in the Declaration of Covenants and Restrictions for Woodfield Hunt Club and shall result in the suspension of voting privileges during any period of such non payment

III. BOARD OF DIRECTORS

1. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.

2. Any vacancy occurring on the Board of Directors because of death, resignation or other termination of services prior to the expiration of his or her term may be filled by the affirmative vote of the majority of the remaining directors even if the remaining directors constitute less than a quorum. A Board member appointed to fill a vacancy shall be appointed for the unexpired term of his/her predecessor in office and until the next regular election of the Board members.

IV. ELECTION OF DIRECTORS.

1. The rules set forth herein apply to all regular elections of members of the Board of Directors of Woodfield Hunt Club Homeowners Association, Inc., to be scheduled and held as set forth below.

Annual Mtg

2. Balloting by homeowners is not necessary to fill a Board vacancy unless there are two or more eligible candidates for that vacancy. Where balloting is not required, the Board shall announce the name(s) of the new Board member(s) no later than the date on which the regular election otherwise would have been held.

3. At least 60 days before a regular election, the Association shall announce the date of the regular election and a request for written expressions of interest in becoming a candidate for the Board. Posting an announcement at both entrance gates to Woodfield Hunt Club shall be deemed adequate notice.

KT

4. Expressions of interest in becoming a candidate for the Board shall be submitted in writing at least 45 days before the regular election or by such other deadline as is determined by the Board. In addition to an expression of interest, a candidate may submit to the Board a one-page information sheet which may describe the candidate's background, education and qualifications.

5. Where two or more eligible candidates have expressed an interest in filling a vacancy caused by expiration of a term in office, a regular election shall be held no later than the date of the annual meeting or a Board of Directors meeting, as determined by the Board. A member who is entitled to vote shall vote in person or by mail, but not by proxy.

6. The Board may create or appoint a Nominating Committee for the purpose of endorsing as many candidates for election to the Board as it shall in its discretion determine. The Nominating Committee shall have the authority to interview any candidate to assess any candidate's qualifications for election to the Board. No member of the Nominating Committee may stand for election.

*

7. Ballots, with all available candidate information sheets attached thereto, shall be mailed to each homeowner at least 30 days prior to the regular election. The ballots shall indicate the number of vacancies, the candidates' names in alphabetical order, and instructions on how to submit the ballot. Such instructions shall state that each lot is entitled to one ballot; the voting homeowners should select one candidate for each vacancy; cumulative voting is not permitted; the ballot should be placed in an envelope; the voting homeowner's lot number shall be written on the envelope; the envelope shall be mailed or delivered to the Association's managing company at its regular place of business or brought to the regular election at a specified time, date and place. Such instructions shall contain a notice in boldface type that any envelope without a lot number may not be counted.

ZND

8. The ballot may indicate which candidates, if any, are incumbents on the Board and/or are endorsed by the Nominating Committee.

9. Upon receipt by the Association's managing company, envelopes containing ballots shall be retained by the Association's managing company in a safe or other locked place and shall not be opened until the regular election, in the manner described below.

mtg

10. ~~At the regular election, blank ballots shall be available to eligible homeowners.~~ Each ballot distributed at the regular election shall be placed in an envelope marked with the voting homeowner's lot number. After all ballots are collected, the lot numbers on all envelopes shall be checked to avoid duplication of votes. ~~The ballots shall be removed from their envelopes and counted in the presence of the attending homeowners. The vacancies on the Board shall be filled by the corresponding number of candidates with the most votes.~~

11. In the event of ~~a tie vote~~, the Association shall conduct a runoff election only with respect to the candidates who received the tie vote. ~~Within 10 days of the general election,~~ ballots shall be mailed to each homeowner, along with the runoff candidates' information sheets previously submitted for the general election. The ballots shall inform the homeowners of the runoff election and the date of such election, and shall otherwise conform to the requirements of this Article. The runoff election shall be held at the next regularly scheduled meeting of the Board.

12. Directors' terms shall take effect immediately upon election or upon such later date as may be stated on the ballot. In no event shall a director elected in a regular election take office later than one day after the date of the annual meeting or the March Board of Directors meeting.

V. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. The Board of Directors shall have power:

A. To call meetings of the members.

B. To appoint, at pleasure, all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any member, officer or Director of the Association in any capacity whatsoever.

C. To establish, levy and assess, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors.

D. To adopt and publish rules and regulations governing the use of the Common Area or any parcel thereof and the personal conduct of the members and their guests thereon, including reasonable admission charges if deemed appropriate.

E. To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.

F. To exercise for the Association all powers, duties and authority vested in or delegated to the Association except those reserved to members in the Declaration of Covenants and Restrictions for Woodfield Hunt Club the Amended Articles of Incorporation of the Association and as provided by Florida Statute, including without limitation, those set forth in 617.302, Fla. Stats. (1995), and any amendments thereto.

VI. DIRECTORS AND MEETINGS

1. The annual meeting of the Association shall be held at the place designated by the Board. Regular meetings of the Board of Directors shall be held at such time and place as provided by appropriate resolution of the Board of Directors.

VII. OFFICERS

1. The officers shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as may be determined by the Board, in accordance with the Amended Articles of Incorporation, to be from time to time appropriate. The President shall be a member of the Board of Directors, but the other officers need not be.

2. The officers of the Association shall be elected by the Board of Directors at the annual meeting of the Board of Directors, which shall be held within ten (10) days following the annual meeting of the Association. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and qualified.

VIII. COMMITTEES

1. Committees shall be appointed by the Board of Directors within thirty (30) days after each annual meeting of the Board of Directors, to serve until succeeding committee members have been appointed. The Board of Directors may appoint such other committees as it deems advisable.

2. The Architectural Review Board (the "ARB") shall be appointed, shall serve, and shall have the duties and functions as described in the Declaration of Covenants and Restrictions for Woodfield Hunt Club. A party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors, within thirty (30) days of such decision, that the Board

review such decision. The determination of the Board upon reviewing such decision of the ARB shall in all events be dispositive.

3. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties and activities within its scope of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee. Director or officer of the Association which is further concerned with the matter presented.

IX. BOOKS AND PAPERS

The books, records, and papers of the Association shall during reasonable business hours, be subject to inspection of any member within ten (10) business days after receipt of a written request for access thereto. Any member requesting copies of any books, records or papers shall pay the actual and reasonable costs of copying and furnishing such documents.

X. SEAL

The Association shall have a seal in circular form having within its circumference the words: Woodfield Hunt Club Homeowner's Association, Inc., a corporation not for profit, 1980.

XI. AMENDMENTS

These By-Laws may be altered, amended or repealed by majority vote of the Directors present at a duly constituted meeting of the Board of Directors.

CERTIFICATE

The foregoing were adopted as the By-Laws of Woodfield Hunt Club Homeowner's Association, Inc., a corporation not for profit under the laws of the State of Florida, and as amended on the __ day of _____, 1999.

President

Secretary

ARTICLES OF AMENDMENT TO THE
RESTATED ARTICLES OF INCORPORATION OF
WOODFIELD HUNT CLUB HOMEOWNER'S ASSOCIATION, INC.

FILED
98 AUG 25 PM 2:52

WHEREAS, the Restated Articles of Incorporation of Woodfield Hunt Club Homeowners Association, Inc. were recorded with the Secretary of State of the State of Florida on March 21, 1981

WHEREAS, Article X, of the Restated Articles of Incorporation of Woodfield Hunt Club Homeowners Association, Inc., entitled Amendment to Articles of Incorporation, provides that the Articles of Incorporation may be altered, amended or repealed by resolution of the Board of Directors and there are no members entitled to vote;

WHEREAS, a meeting of the Board of Directors of the Woodfield Hunt Club Homeowners Association was held on March 17, 1998, at which a majority of the full Board of Directors of the Association did vote to amend the Restated Articles of Incorporation in various particulars as set forth in Exhibit 1 attached to these Articles of Amendment;

WHEREAS, the Article of Amendments shall be recorded with the Secretary of State, Division of Corporations, State of Florida;

NOW, THEREFORE, the Restated Articles of Incorporation of Woodfield Hunt Club Homeowners Association be and are hereby amended as stated in Exhibit 1, attached hereto.

CERTIFICATE OF ADOPTION OF
ARTICLES OF AMENDMENT TO THE
RESTATED ARTICLES OF INCORPORATION OF
WOODFIELD HUNT CLUB HOMEOWNERS ASSOCIATION

WE CERTIFY that the attached amendments were duly adopted as amendments to the Restated Articles of Incorporation of the Woodfield Hunt Club Homeowners Association, Inc. and that a majority of the full Board of Directors of the Association did vote to approve same at a duly-called board meeting at which a quorum was present.

Dated this 10th day of July, 1998.

Witnesses:

WOODFIELD HUNT CLUB HOMEOWNERS
ASSOCIATION, INC.

Sara Green

BY: Domenick S. Capolunghi
President

Attest:

Doris Helzer

Richard C. Luke
Secretary

Amend
8-25-98

**ARTICLES OF INCORPORATION
OF
WOODFIELD HUNT CLUB HOMEOWNER'S ASSOCIATION, INC.**

I. NAME

The name of this corporation shall be WOODFIELD HUNT CLUB HOMEOWNER'S ASSOCIATION, INC., sometimes hereinafter referred to as the "Association."

II. PURPOSES

The general nature, objects and purposes of the Association are as follows:

A. To promote the health, safety and social welfare of the Owners of Property within that area referred to as Woodfield Hunt Club in the Declaration of Covenants and Restrictions for Woodfield Hunt Club to be recorded in the Public Records of Palm Beach County, Florida.

B. To own and maintain, repair and replace the general and/or Common Areas parks, sidewalks, and/or access paths, streets and other Common Areas, lakes, structures, landscaping and other improvements in and/or benefitting Woodfield Hunt Club for which the obligation to maintain and repair has been delegated and accepted.

C. To control the specifications, architecture, design, appearance, elevation and location of landscaping around all buildings and improvements of any type, including walls, fences, swimming pools, antennae, sewers, drains, disposal systems, or other structures constructed, placed or permitted to remain in Woodfield Hunt Club, as well as the alteration, improvement, addition and/or change thereto.

D. To provide or provide for private security, fire protection and such other services the responsibility for which has been or may be accepted by the Association, and the capital improvements and equipment related thereto, in Woodfield Hunt Club.

E. To provide, purchase, acquire, replace, improve, maintain and/or repair such real property, buildings, structures, street lights and other structures, landscaping, paving and equipment, both real and personal, related to the health, safety and social welfare of the members of the Association as the Board of Directors in its discretion determines necessary, appropriate and/or convenient.

F. To operate without profit for the sole and exclusive benefit of its members.

G. To perform all of the functions contemplated of the Association, and undertaken by the Board of Directors of the Association, in the Declaration of Covenants and Restrictions.

III. GENERAL POWERS

The general powers that the Association shall have are as follows:

A. To hold funds solely and exclusively for the benefit of the members for purposes set forth in these Articles of Incorporation.

B. To promulgate and enforce rules, regulations, By-Laws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.

C. To delegate power or powers where such is deemed in the interest of the Association.

D. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of interests in, real or personal property, except to the extent restricted hereby; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation, association or other entity; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in Amended Articles of Incorporation and not forbidden by the laws of the State of Florida.

E. To fix assessments to be levied against Property to defray expenses and the cost of effectuating the objects and purposes of the Association, and to create reasonable reserves for such expenditures, and to authorize its Board of Directors, in its discretion, to enter into agreements with mortgage companies and other organizations for the collection of such assessments.

F. To charge recipients for services rendered by the Association and the user for use of the Association Property when such is deemed appropriate by the Board of Directors of the Association.

G. To pay taxes and other charges, if any, on or against property owned or accepted by the Association.

H. In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein.

IV. MEMBERS

A. The members shall consist of the Property Owners in Woodfield Hunt Club, the Property comprising Woodfield Hunt Club being described in Section C of these articles, and all such Property Owners shall be members of the Association.

B. "Owner," "Lot," and any other defined terms used herein, and elsewhere in the Amended Articles, are used with the definition given those terms in the aforesaid Declaration of Covenants and Restrictions for Woodfield Hunt Club.

C. Woodfield Hunt Club consists of that certain real property situated in Palm Beach County, Florida described as follows:

All of Woodfield Hunt Club, according to the Plat thereof as recorded in Plat Book 41, at Pages 85 through 86, of the Public Records of Palm Beach County, Florida.

V. VOTING AND ASSESSMENTS

A. Subject to the restrictions and limitations hereinafter set forth, each member shall be entitled to one (1) vote for each Lot in which he holds the interest required for membership. When one or more persons holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. Except where otherwise required under the provisions of these Amended Articles, the Declaration of Covenants and Restrictions for Woodfield Hunt Club or by law, the affirmative vote of the Owners of a majority of Lots represented at any meeting of the members duly called and at which a quorum is present, shall be binding upon the members.

B. The Association will obtain funds with which to operate by assessment of its members in accordance with the provisions of the Declaration of Covenants and Restrictions for Woodfield Hunt Club, as supplemented by the provisions of the Amended Articles and By-Laws of the Association relating thereto.

VI. BOARD OF DIRECTORS

A. The affairs of the Association shall be managed by a Board of Directors consisting of not less than five (5) nor more than seven (7) Directors. All Directors shall be members of the Association and residents of the State of Florida. Elections shall be by plurality vote. As many directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time, and the term of the director so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause of affirmative vote of a majority of the members.

VII. OFFICERS

A. The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Any two (2) or more offices may be held by the same person except the offices of President

and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedures set forth in the By-Laws.

VIII. CORPORATE EXISTENCE

The Association shall have perpetual existence.

IX. BY-LAWS

The Board of Directors shall adopt By-Laws consistent with these Amended Articles and may be altered, amended or rescinded in the manner provided by the laws.

X. AMENDMENTS TO ARTICLES OF INCORPORATION

These Amended Articles may be altered, amended or repealed by resolution of the Board of Directors adopted at a meeting of the Board of Directors by a majority vote of the directors then in office.

XI. INDEMNIFICATION AND LIABILITY OF OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS

A. The Association hereby indemnifies any Director, employee or agent made a party or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding and such persons shall not be personally liable for monetary damages to any person for any statement, vote, decision, or failure to take an action made in the course of discharging his duties, if such person acted in good faith, with ordinary care and in the reasonable belief that such action was in the best interests of the Association.

Indemnification provided by this Article shall apply in any action, suit or proceeding, whether civil, criminal, administrative, or investigative, to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity of Director, or employee or agent of the Association against judgments, fines, amounts paid in settlement and reasonable expenses, including attorney's fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or Officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

2. Such person shall not be entitled to indemnification in relation to matters to which he breached or failed to perform his duties as a Director or Officer where such a breach or failure to perform constitutes a violation of criminal law, a transaction from which he derived an improper personal benefit, or an act of recklessness committed in bad faith or with malicious purpose

or in a manner exhibiting wanton and willful disregard of human rights, safety, or property; provided, however, that a violation of criminal law shall not deprive a Director or Officer of indemnification where he had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful.

B. The Board of Directors shall determine whether amounts for which a Director or Officer seeks indemnification were properly incurred and whether such Director or Officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

C. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

XII. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED.

A. No contract or transaction between the Association and one or more of its Directors or Officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or Officers are Directors or Officers, have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or Officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract, or transaction, or solely because his or their votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

XIII. DISSOLUTION OF THE ASSOCIATION

A. Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

1. Dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the authority is willing to accept.

2. Remaining assets shall be distributed among the members, subject to the limitations set forth below, as tenants in common, each member's share of the assets to be determined in accordance with its voting rights.

XIV. REGISTERED AGENT

The registered office of the corporation shall be Hawkeye Management, Inc., 3901 North Federal Highway, Boca Raton, FL 33431, or its successor.

IN WITNESS WHEREOF, the following directors and officers have hereto set their hands and seal this __ day of _____, 1999.

Signed, sealed and delivered in the presence of:

President

Attest:

Secretary

STATE OF FLORIDA)
)SS.:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this ___ day of _____, 1999 by _____, President of Woodfield Hunt Club Homeowner's Association, Inc. and _____, Secretary of Woodfield Hunt Club Homeowner's Association, Inc., both personally known to me.

Notary Public
State of Florida at Large

My Commission Expires: