

WOODBINE

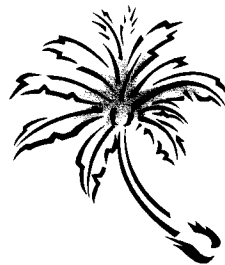
Disclosure Summary

**Declaration of Covenants, Conditions and
Restrictions of WOODBINE**

**Articles of Incorporation of
WOODBINE MASTER ASSOCIATION, INC.**

**By-Laws of
WOODBINE MASTER ASSOCIATION, INC.**

**Including First, Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth
Amendments thereto**



WOODBINE MASTER ASSOCIATION, INC.

WOODBINE

DISCLOSURE SUMMARY BY SCHICKEDANZ BROS - RIVIERA LTD.

The City of Riviera Beach by Resolution adopted a Woodbine Residential Planned Unit Development Resolution pertaining to approximately 136.76 acres. The 136.76 acres, more or less, has been platted as the Plat of Woodbine in Plat Book 72, Pages 46 through 49 inclusive, Palm Beach County, Florida Public Records as part of the Master Plan of the City of Riviera Beach. Parcels "E", "F" and a portion of Parcel "D" have been replatted. SCHICKEDANZ BROS - RIVIERA LTD, a Florida Limited Partnership, has committed Parcels A, B, C, D, E, G, H, and J, comprising approximately 98.35s, more or less, together with Woodbine Trail, to development in the 1994-1999 time period. These Parcels, now known as Woodbine Parcel "A", Woodbine Parcel "B" and Woodbine Parcel "B" Partial Re-Plat, Woodbine Parcel "C", Woodbine Parcel "D" Plat No. 1 and Woodbine Parcel "D" Plat No. 2, Woodbine Parcel "E", Woodbine Parcel "G", Woodbine Parcel "H", Woodbine Parcel "J", and Woodbine Parcel "J" Partial Replat, comprise the extent of WOODBINE at this time. WOODBINE is subject to the Declaration of Covenants, Conditions and Restrictions of WOODBINE. SCHICKEDANZ BROS - RIVIERA LTD, as the DECLARANT, controls the Woodbine Master Association, Inc. during the development phases which development could continue for a multiple of years. There is no definite timetable. SCHICKEDANZ BROS - RIVIERA LTD is not obligated to continue development of the balance of the 136.76 acres of land known as Woodbine Residential Planned Unit Development Resolution. SCHICKEDANZ BROS - RIVIERA LTD proposes to increase the lands known as Woodbine Residential Planned Unit Development Resolution to 145.55 acres.

SCHICKEDANZ BROS - RIVIERA LTD, as DECLARANT in control of the Master Association, is not obligated to provide the collection of reserves for the repair and replacement of Common Property and Common Areas of the Master Association. The current budgets do not include reserves.

Woodbine Parcel "A", Woodbine Parcel "B" and Woodbine Parcel "B" Partial Re-Plat, Woodbine Parcel "C", Woodbine Parcel "D" Plat No. 1 and Woodbine Parcel "D" Plat No. 2, Woodbine Parcel "E", Woodbine Parcel "G", Woodbine Parcel "H", Woodbine Parcel "J", and Woodbine Parcel "J" Partial Replat are each in turn subject to a Subordinated Declaration of Covenants, Conditions and Restrictions pertaining to that particular Plat, which Subordinated Declaration is in turn administered by a Sub-Association. SCHICKEDANZ BROS - RIVIERA LTD is in control of each respective Sub-Association during the period of development and is not obligated to provide reserves for the repair and replacement of the Common Property and Common Areas administered by each Sub-Association during the period of development.

Pursuant to Florida Statutes Section 689.26 the Schickedanz Bros - Riviera Ltd discloses the following:

1. AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE

OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION.

2. THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.

3. YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION, WHICH ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.

4. YOUR FAILURE TO PAY THESE ASSESSMENTS COULD RESULT IN A LIEN ON YOUR PROPERTY.

5. THERE IS NOT AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION; HOWEVER, THE COST OF MAINTAINING THE FACILITIES ARE PART OF THE BUDGET OF THE WOODBINE MASTER ASSOCIATION, INC.

6. THE RESTRICTIVE COVENANTS CAN BE AMENDED WITHOUT THE APPROVAL OF THE ASSOCIATION NON-VOTING MEMBERSHIP.

7. THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS.

8. THESE DOCUMENTS ARE MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED.

Pursuant to Florida Statutes Section 689.26 the Schickedanz Bros - Riviera Ltd further discloses that the recreational facilities available for use by the Owners as non-voting members of Woodbine Master Association, Inc. are:

A recreation building containing approximately 2,310 square feet of air conditioned space; a swimming pool; two (2) tennis courts; one (1) handball court; one (1) basketball court; one (1) sand volleyball court; a sports field; one (1) practice putting green; one (1) tot lot with playground equipment; and a second swimming pool area with rest room facilities and an additional tennis court.

**NOTICE AND DISCLOSURE
OF
UNIT OF DEVELOPMENT NUMBER 3A**

NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT, successor to NORTHERN PALM BEACH COUNTY WATER CONTROL DISTRICT by amendment of name, is a Political Subdivision of the State of Florida and is responsible for implementing and

maintaining certain benefits and improvements to real properties located within WOODBINE. In some instances, NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT has assigned the maintenance responsibility of land areas and facilities owned by NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT to Woodbine Master Association, Inc. The lands of Woodbine Residential Planned Unit Development Resolution are part of the lands comprising Unit of Development 3A of the Northern Palm Beach County Improvement District.

A. Notice and Disclosure has been set forth in the DECLARATION in order to inform those individuals or entities owning or purchasing Lots or Units within WOODBINE that they will be responsible to pay to NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT such non-ad valorem assessments and maintenance assessments that have or may be levied and assessed by the District against said Lots or Units within WOODBINE in addition to the Palm Beach County ad valorem real estate taxes.

B. If the reader should have any questions regarding this NOTICE, please contact:

NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
357 Hiatt Drive
Palm Beach Gardens, Florida 33418

SCHICKEDANZ BROS - RIVIERA LTD is a Limited Partnership formed for the purpose of development of Woodbine Residential Planned Unit Development Resolution. The General Partner, SCHICKEDANZ ENTERPRISES, INC., has acted as General Partner of other Limited Partnerships. These other Limited Partnerships were involved in the development of PHEASANT RUN, redevelopment of a portion of JOGGER'S RUN, and redevelopment of a portion of TIMBER PINES SUBDIVISION in Riviera Beach. President of SCHICKEDANZ ENTERPRISES, INC. is Waldemar Schickedanz, P.E. and licensed General Contractor, who has been active in the development of residential real property in Palm Beach County since 1982. Gerhard H. Schickedanz, Vice President, has been active with SCHICKEDANZ ENTERPRISES, INC. since 1986.

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF THE FOREGOING DISCLOSURE AND RECEIPT OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WOODBINE WITH ALL EXHIBITS, BEFORE THE UNDERSIGNED EXECUTED THE CONTRACT FOR SALE FOR THE IMPROVED RESIDENTIAL LOT AT WOODBINE.

Proposed Buyer

Proposed Buyer

Prepared by:
JOHN FENNIMAN, ESQ.
P.O. Box 2473
Stuart, Florida 34995

MAY-01-1994 2:50pm 94-178950
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DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
WOODBINE

COMES NOW SCHICKEDANZ BROS - RIVIERA LTD, a Florida Limited Partnership, with a mailing address of 4152 W. Blue Heron Blvd., Suite 116, Riviera Beach, Florida 33404, (hereinafter sometimes referred to as "DECLARANT"); and

WHEREAS, Woodbine Residential Planned Unit Development Resolution of the City of Riviera Beach, Florida, pursuant to City Council of the City of Riviera Beach Resolution No. 248-91 was passed and adopted November 6, 1991 as amended by Resolution No. 7-93; and

WHEREAS, said City of Riviera Beach Resolution, as amended, pertains to 136.76 acres, more or less, of land (real property) more particularly described in Exhibit C (MAXIMUM POTENTIAL LANDS OF Woodbine Residential Planned Unit Development Resolution); and

WHEREAS, all of the approximately 136.76 acres, more or less, of land (real property) of the Woodbine Residential Planned Unit Development Resolution has been platted as the "Plat of Woodbine," according to the Plat thereof recorded in Plat Book 72, Pages 46 through 49 inclusive, Palm Beach County, Florida Public Records and Parcels of the Plat of Woodbine may be replatted of public record from time to time;

NOW THEREFORE, DECLARANT does hereby declare the hereinbelow-described portion(s) of the land (real property) of the Plat of Woodbine located in the Northwest Quarter of Section 25, Township 42 South, Range 42 East, Palm Beach County, Florida, described hereinbelow at Section 2.02 shall be held, sold, conveyed, leased, mortgaged, occupied and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth in this Declaration of Covenants, Conditions and Restrictions, for the purpose of enhancing and protecting the value, desirability and attractiveness of said portions of land (real property) and to provide a residential plan of development of said portions of the land (real property).

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**ARTICLE 1
WOODBINE MASTER ASSOCIATION, INC.**

Section 1.01. Prior to the filing of this Declaration, Developer has caused to be formed the WOODBINE MASTER ASSOCIATION, INC, a Florida corporation not for profit, (hereinafter sometimes called "Master Association"), by the filing of the Articles of Incorporation therefor in the office of the Secretary of State, Tallahassee, Florida. As more fully set forth in its Articles of Incorporation and By-Laws, the Master Association was formed to function as an instrumentality of Sub-Association(s) and of Unit Owner/non-voting-members in the residential community generally known as WOODBINE as defined hereinbelow. Copies of the Articles of Incorporation and By-Laws of the Master Association are attached hereto as Exhibits "A" and "B" respectively.

**ARTICLE 2
PROPERTY SUBJECT TO DECLARATION**

Section 2.01. It is the plan that ALL RESIDENTIAL PROPERTY DEVELOPED IN Woodbine Residential Planned Unit Development Resolution SHALL BE SUBJECT TO THIS DECLARATION. Each and every portion of the approximately 136.76, more or

less, acres of land (real property) included in the Woodbine Residential Planned Unit Development Resolution, as said configuration and acreage of said 136.76 acres, more or less, is amended by the City of Riviera Beach from time to time, shall be subject to this Declaration upon the occurrence of all the following events: (1) the site plan for said portion/Parcel of said 136.76 acres, more or less, is approved by the City of Riviera Beach; and (2) a Plat of said portion of said 136.76 acres of land, more or less, is filed in the Public Records of Palm Beach County, Florida; or the Replat of a Parcel or part of a Parcel of the Plat of Woodbine is filed in the Public Records of Palm Beach County, Florida; and (3) said portion/Parcel of land is added to Section 2.02 of the Declaration pursuant to Section 2.03. DECLARANT shall not amend this instant Section 2.01, which Section shall run with the lands of Woodbine Residential Planned Unit Development Resolution to the extent DECLARANT is legally able to bind said lands.

Section 2.02. Property Subject to this Declaration.

The legal description of those portions of real property of Woodbine Residential Planned Unit Development Resolution submitted to this Declaration at this time are as follows:

- A. Parcel "B," of Woodbine - according to the Plat of Woodbine thereof recorded in Plat Book 72, Pages 46 through 49, Palm Beach County, Florida Public Records, which Parcel "B" contains approximately 12.88 acres;
- B. Parcel "C," of Woodbine - according to the Plat of Woodbine thereof recorded in Plat Book 72, Pages 46 through 49, Palm Beach County, Florida Public Records, which Parcel "C" contains approximately 11.53 acres;
- C. A portion of Parcel "D," of Woodbine - according to the Plat of Woodbine thereof recorded in Plat Book 72, Pages 46 through 49, Palm Beach County, Florida Public Records, which is more particularly described in Composite Exhibit D - portion of Parcel "D", which portion of Parcel "D" contains approximately 11.31 acres;
- D. Tracts "L1," "L2" and "L3" of Woodbine - according to the Plat of Woodbine thereof recorded in Plat Book 72, Pages 46 through 49, Palm Beach County, Florida Public Records;
- E. Tract "A," of Woodbine - according to the Plat of Woodbine thereof recorded in Plat Book 72, Pages 46 through 49, Palm Beach County, Florida Public Records. Tract "A" is known as "Woodbine Trail;"
- F. Tracts "R1," "R2," "R3" and "R4" of Woodbine - according to the Plat of Woodbine thereof recorded in Plat Book 72, Pages 46 through 49, Palm Beach County, Florida Public Records.

Section 2.03. Adding Additional Parcels to Declaration.

Schickedanz Bros-Riviera Ltd, a Florida Limited Partnership, its successors and assigns, may, from time to time, submit other Parcels of land (real property)

within the Woodbine Residential Planned Unit Development Resolution to become part of WOODBINE by amending this Declaration and Section 2.02. Said Parcels of real property may be added to this Declaration as said additional Parcels of land (real property) as described in the Plat of Woodbine are developed and replatted of public record, from time to time. DECLARANT is not obligated to develop additional Parcels of land in Woodbine Residential Planned Unit Development and no specific time table exists for the additional development.

Section 2.04. Initial Property. The land (real property) which initially shall be held, transferred, sold, conveyed, given, donated, leased and/or occupied subject to this Declaration is described in Section 2.02. The DECLARANT hereby reserves the right to review, modify, or amend the Development Plan from time to time in its sole discretion by adding real property or amending the size and description of the real property, increasing or decreasing density, relocating, and reducing or increasing lakes and open green areas. DECLARANT is not committed to any time schedule. DECLARANT is not obligated to add any future portions/parcels of real property within the 138.76, more or less, acres of Woodbine Residential Planned Unit Development Resolution to WOODBINE in addition to the parcels described hereinabove in Section 2.02. DECLARANT is not obligated to add any Parcels of the Plat of Woodbine to WOODBINE in addition to the Parcels described hereinabove in Section 2.02. The DECLARANT shall not be required to follow any predetermined order or sequence of improvement and development within Woodbine. The DECLARANT shall have the power to add to, subtract from or make changes in the Development Plan notwithstanding that such actions may alter the relative assessment obligations of the various types of memberships of the Master Association.

Section 2.05. Additional Property. In addition to the rights of DECLARANT pursuant to Section 2.03, additional property may become subject to this Declaration in the following manner:

A. Future Phases. The DECLARANT shall have the right, without the consent of the Master Association, to subject additional properties, beyond the MAXIMUM POTENTIAL LANDS of Woodbine Residential Planned Unit Development Resolution to this Declaration as future phases of WOODBINE. If said additional phases are added, the provisions of Section 2.01 shall apply. Additional property shall become subject to this Declaration by filing in the Public Records of Palm Beach County, Florida, a Supplemental Declaration of Covenants, Conditions, and Restrictions describing the real property in an amended Section 2.02. The Supplemental Declaration may contain such complementary additions and modifications of the covenants, conditions, and restrictions contained in this Declaration as may be necessary or convenient, in the judgment of the DECLARANT, to reflect the different character, if any, of the additional property; provided however, that any amendment pertaining to Article 6, GUARDHOUSE AND ELECTRONIC GATES, shall conform and comply with Resolution No. 7-93 of the City of Riviera Beach.

B. Other Additions. The owner of any other real property who desires to subject such property to this Declaration may do so, subject to the City of Riviera Beach Land Development Code, by filing a Supplemental Declaration of Covenants, Conditions, and Restrictions with respect to the additional

property provided that one of the following conditions is met:

- (1) If the DECLARANT owns any portion of the Properties described in Section 2.02, as amended, it must give its written approval of the addition; or
- (2) If the DECLARANT does not own any portion of the Properties described in Section 2.02, the Master Association must give its written approval of the addition.

If the Supplemental Declaration is duly executed by both the owner and the DECLARANT (or the Master Association if the DECLARANT'S approval is not required by this subsection), it shall extend the operation and effect of this Declaration to the additional property. The Supplemental Declaration may contain any such complementary additions and modifications of the covenants, conditions, and restrictions contained in this Declaration as may be necessary or convenient, in the judgment of the DECLARANT, (or the Master Association if DECLARANT'S approval is not required) to reflect the different character, if any, of the added properties, but such modifications shall have no effect on the real property described in Section 2.02, as amended prior to the Supplemental Declaration, except as may be consistent with this Declaration.

Section 2.06. Mergers. Upon a merger or consolidation of the Master Association with another association (which merger may only take place as permitted by the articles of incorporation and by-laws of both associations), the properties, rights and obligations of the other association may, by operation of law, be added to the Properties of the Master Association as a surviving corporation pursuant to a merger. Except as hereinafter provided, no such merger or consolidation shall revoke, change or add to the covenants, conditions and restrictions established by this Declaration.

Section 2.07. Platting Requirement. No additional property shall be added to WOODBINE pursuant to any of the provisions of Sections 2.02, 2.03 or 2.05 unless the property to be added is included in a plat, or amended plat, or replat of a Parcel of the Plat of Woodbine or a replat of a portion of a Parcel of the Plat of Woodbine recorded or to be recorded in the Public Records of Palm Beach County, Florida, in connection with the addition of such additional property to be described in Section 2.02 to this Declaration.

Section 2.08. Residential Planned Unit Development. In accordance with City of Riviera Beach Resolution No. 248-91 as amended from time to time, any portion of any plat containing property subject to this Declaration and containing open space may not be vacated in whole or in part unless such entire plat is vacated or unless a Parcel of the Plat of Woodbine is replatted with the approval of the City of Riviera Beach. In the event any Family Dwelling Unit built is destroyed or removed by or for any cause, or replaced, said Family Dwelling Unit shall be replaced with a Family Dwelling Unit of at least similar size and type, however, not exceeding the dimensions of the previous Family Dwelling Unit.

Section 2.09. Deletion of Property. Property may be deleted from the operation of this Declaration by amendment hereof pursuant to the provisions of Article 14, subject to the provisions of City of Riviera Beach Resolution No. 248-91, as amended

by Resolution No. 7-93, as amended from time to time, with the prior approval of the Council of the City of Riviera Beach.

A. Neither the Development Plan nor this Declaration may be amended to delete any Property under the following conditions:

- (1) If the DECLARANT does not own the Property at the time of the amendment, unless both the Owner of said Property and the Institutional Mortgagee, if any, holding a first mortgage thereon approve the amendment, or
- (2) If the effect of such deletion would be to deprive any Owner, the Master Association or Sub-Association of access to or from Property owned by said Owner, Master Association or Sub-Association or,
- (3) If the effect of such deletion would be to deprive a Condominium type Sub-Association access to or from Property it administers.

Section 2.10. Lakes and Shorelines. Pending final development of the Woodbine Residential Planned Unit Development Resolution, the DECLARANT reserves the right to expand and contract the shorelines of any lakes or drainage facilities thereby modifying the boundaries of same. No such modification shall affect the shoreline of property owned by a person other than the DECLARANT without the consent of such owner. The exact location of any boundary between any lakes or drainage facilities and any contiguous properties shall not become fixed until final development of all properties contiguous to and surrounding any lakes or drainage facilities. Unless specifically provided in the deed from the DECLARANT or in any declaration of covenants, conditions, and restrictions or similar instrument recorded by the DECLARANT or approved by the DECLARANT, no conveyance of the property abutting any drainage facility, lake, or canal, and without limiting the generality of the foregoing, shall include title to land outside the legal description contained in the deed and shall not include shorelines or submerged land.

Section 2.11. Property Lines. For the purpose of this section, if the fee simple title to any parcel of land describes it as being bounded by any Common Property, or the recorded or to be recorded plat shows it as abutting upon any such Common Property, the parcel shall not extend upon the Common Property. The title to and use of such Common Property is reserved to the DECLARANT to be conveyed or dedicated as provided elsewhere in this Declaration or as provided on the Plat of the land in which the Common Property is depicted.

Section 2.12. Covenants to Run With the Land. The Declarations shall run with the real property described in Section 2.02 hereof, as amended from time to time, and shall be binding upon all parties having and/or acquiring any right, title or interest in the real property described in Section 2.02 hereof, as amended from time to time, or in any part of the real property described therein. They shall inure to the benefit of each and every person or entity, from time to time, owning or holding an interest in said real property. Notwithstanding the language of Section 2.01, no land (real property) is subject to this Declaration until and unless said land (real property) is submitted to this Declaration pursuant to Section 2.02 and Section 2.03.

**ARTICLE 3
DEFINITIONS**

The following words and terms when used in this Declaration, any Supplemental Declaration or any Sub-Declaration hereunder recorded affecting any of the Properties (unless the context shall clearly indicate otherwise) shall have the following meanings:

Section 3.01. "ARC" or "Architectural Review Committee" shall refer to the Architectural Review Committee of the Master Association whose duties, powers and responsibilities are set forth in Article 10 hereinbelow.

Section 3.02. "Articles" and "By-Laws" shall mean the Articles of Incorporation and the By-Laws respectively of the Master Association as they may exist from time to time.

Section 3.03. "Claim of Lien" shall mean an instrument identifying a particular real property or real properties by legal description within WOODBINE against which real property a Claim of Lien is stated pursuant to this Declaration setting forth the monies owed with the dates the monies become due and signed by a President or any Vice President of the Master Association with the corporate seal of the Master Association affixed, whose officer's signature is acknowledged by a Notary Public, which instrument is filed in the Public Records.

Section 3.04. "Common Area" and "Common Areas" shall mean: (1) Recreational Facilities and Recreational Tracts dedicated by Plat to the Master Association; (2) those areas designated in Plats recorded in the Public Records as "Open Space;" (3) those areas designated in Plats recorded in the Public Records as "Common Parking Area" or Tracts "P;" and (4) those roads, streets, lanes, and walkways designated in Plats recorded in the Public Records as Roads.

Section 3.05. "Common Property" shall include all "Common Area" and all "Common Areas," but Common Property shall be a broader definition. "Common Property" shall also mean those Parcels of land and Tracts of land, together with any improvements thereon, and any personal property situate thereon, which are actually deeded to the Master Association, dedicated in a recorded plat to the Master Association or otherwise acquired by the Master Association for the common use of, by or in behalf of all its members. Common Property shall include those Tracts titled by dedication or deed in the name of Northern Palm Beach County Water Control District where the Master Association and/or DECLARANT, or both Master Association and DECLARANT jointly, have received permits or easements pertaining to the use of said Tracts. Common Property shall include those Tracts and easements in the name of Northern Palm Beach County Water Control District where the Master Association has assumed maintenance obligations in writing. Common Property shall include (1) the surface water management system as permitted by South Florida Water Management District and/or acquired, including easement rights, by the Northern Palm Beach County Water Control District; (2) any other lands and facilities for the maintenance of which the Master Association is designated by any Governmental Agency, or by a Plat or Replat filed of Public Record, to be responsible for maintenance, and "Open Space," "Pedestrian and Emergency Vehicle Access Easement," "Buffer and Landscape Easement," "Landscape Tracts," "Recreational Area" as designated in any Plat filed of Public Record. All or any part

of the Common Property may be transferable to one or more Sub-Associations, but only with the consent of the District or Agency having jurisdiction thereof. "Common Property" shall also include the main arterial road and distribution roads within a replatted Parcel and guard house and gates, any street, lane, walkway, park, playground, lake, pool, canal, greenbelt within WOODBINE. The "Master Plan" shall include the provisions of City of Riviera Beach Resolution No. 7-93 and any amendments to said Resolution from time to time, made in compliance with the provisions of said Resolution No. 7-93.

Section 3.06. "DECLARANT" shall mean and refer to Schickedanz Bros - Riviera Ltd, a Florida Limited Partnership, its successors, assigns and partial assigns as to part of the real property within WOODBINE. Schickedanz Bros - Riviera Ltd, by instrument executed with the formality of a deed, may assign, from time to time, all or part of DECLARANT'S rights as to a portion of the lands in WOODBINE, retaining equal DECLARANT'S rights for Schickedanz Bros - Riviera Ltd as to any lands of WOODBINE, to which Schickedanz Bros - Riviera Ltd has not assigned its DECLARANT'S rights. Schickedanz Bros - Riviera Ltd may also assign all of DECLARANT'S rights as to all of the lands of WOODBINE and all of the real property of Woodbine Residential Planned Unit Development Resolution.

Section 3.07. "Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions and any amendments adopted pursuant to this Declaration and recorded in the Public Records of Palm Beach County, Florida.

Section 3.08. "Developer" shall mean any person or business entity who acquires all or any of the Properties for the purpose of improving the same and selling them as improved residential Properties.

Section 3.09. "Development Plan" or "Master Plan" shall mean the Woodbine Master Site Plan approved by The City of Riviera Beach and appropriate governmental agencies for the development of the Woodbine Residential Planned Unit Development Resolution and the latest approved revision thereof from time to time. The "Master Plan" shall include the provisions of City of Riviera Beach Resolution No. 248-91 and Resolution No. 7-93 and any amendments to said Resolutions from time to time, made in compliance with the provisions of said Resolution No. 248-91 and Resolution No. 7-93, and all requirements and conditions thereunder.

Section 3.10. "District" shall refer to NORTHERN PALM BEACH COUNTY WATER CONTROL DISTRICT, a drainage district created pursuant to the laws of the State of Florida, and sometimes referred to herein-by its full title, NORTHERN PALM BEACH COUNTY WATER CONTROL DISTRICT.

Section 3.11. "Family Dwelling Unit" shall mean any improved property intended for use as a single family dwelling, including, but not limited to, any single family detached dwelling, patio home, condominium unit, garden home, townhouse unit, villa unit, cooperative apartment unit, or rental apartment unit located within the Properties. For the purposes of this Declaration, any such single family dwelling shall not be deemed to be improved until a temporary or permanent certificate of occupancy has been issued by the appropriate governmental authorities or such single family dwelling is determined by the Master Association, in its reasonable discretion, to be substantially complete.

Section 3.12. "General Expenses" shall mean the expenditures by the Master Association for cleanup, maintenance, gardening, grass cutting, operation, taxes, insurance and other services required or authorized to be performed by the Master Association, but shall not include expenses which may be incurred in connection with any of the Recreational Facilities.

Section 3.13. "Governmental Agency" means any Federal, State, County or Municipal governmental body, subdivision, district or agency thereof.

Section 3.14. "Institutional Lender" shall mean the holder designated in this Section 3.14 of a mortgage encumbering a Residential Lot, Family Dwelling Unit, Unit or Multi-Family Parcel. The owner and holder of said mortgage shall be a bank, builder, developer, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, credit union, pension fund, mortgage broker, mortgage banker, private mortgage insurance company, the United States Veterans' Administration, United States Federal Housing Administration, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the DECLARANT, Developer or a lender generally recognized in the community as an institutional lender. Any assignee of a mortgage originated by an Institutional Lender shall be deemed an Institutional Lender.

Section 3.15. "Master Association" shall mean Woodbine Master Association, Inc., a Florida not-for-profit corporation, its successors and assigns. The Master Association is a non-condominium association and is not an umbrella condominium association.

Section 3.16. "Member" shall mean and refer to all those Owners who are non-voting Members of the Master Association as provided in Article 4 hereof.

Section 3.17. "Multi-Family Parcel" or "Parcel" shall mean any unimproved parcel of land located within the Properties, intended for use as a site for Multi-Family Units.

Section 3.18. "Multi-Family Unit" shall mean any Family Dwelling Unit which is contained in a structure containing at least one other Family Dwelling Unit.

Section 3.19. "Occupant" shall mean the individual or individuals, other than the owner, who may occupy a unit from time to time.

Section 3.20. "Owner" shall mean the Owner of a Unit, Family Dwelling Unit, Multi-Family Unit, or Single Family Unit as shown by the real estate records in the Office of the Clerk of the Circuit Court of Palm Beach County, Florida. Unless the context requires otherwise, a Sub-Association shall be deemed the "Owner" of any real property owned by said Sub-Association or administered by said Sub-Association even though title to said real property is not expressly titled in said Sub-Association.

Section 3.21. "Parcel" shall mean a parcel of land, larger than one-half acre, platted in the Plat of Woodbine according to a Plat filed in Plat Book 72, Pages 46 through 49 inclusive, of the Public Records of Palm Beach County, Florida, and designated on said Plat as a "Parcel." A "Tract" as designated on said Plat of Woodbine is not a Parcel.

Section 3.22. "Person" shall mean an individual, a Partnership, a Limited Partnership, a Limited Liability Company, a National Association, Corporation or governmental agency or governmental entity.

Section 3.23. "Plat of Woodbine" shall mean that Plat of the 136.76 acres, more or less, encompassing the MAXIMUM POTENTIAL LANDS of Woodbine Residential Planned Unit Development Resolution, as said Plat of Woodbine is recorded in Plat book 72, Pages 46 through 49 inclusive, of the Public records of Palm Beach County, Florida. The Plat of Woodbine is not the definition of WOODBINE.

Section 3.24. "Property/Properties" shall mean the Land (real property) formally submitted, from time to time, by Schickedanz Bros - Riviera Ltd. or DECLARANT to be subject to this Declaration pursuant to Articles 2.02 and 2.03 of the Declaration.

Section 3.25. "Public Records" shall mean the Public Records of Palm Beach County, Florida.

Section 3.26. "Reasonable Attorney Fees" means and includes reasonable fees for the services of attorneys-at-law, whether or not those services were rendered in connection with judicial (at both trial and appellate levels) or administrative proceedings (both before governmental, administrative agencies and administrative bodies of Woodbine, including but not limited to the Board of Directors of the Master Association).

Section 3.27. "Recreational Expenses" shall mean any and all expenditures incurred or to be incurred by the Master Association in connection with any of the Recreational Facilities, and shall include but not be limited to maintenance, repairs, and amortization, rent, salaries, if any, acquisition costs, and programming expenses, if any, involving any Recreation Facility.

Section 3.28. "Recreational Facilities" shall mean those tracts/parcels of land intended for recreational uses and designated as "Recreational Area" Tract on a Plat, together with any improvements made thereon for that purpose, and personal property acquired by the Master Association for such use in their operation of such facility.

Section 3.29. "Residential" shall mean the intended use of a portion of the Properties as a Family Dwelling Unit.

Section 3.30. "Residential Lot" or "Lot" shall mean any unimproved parcel of land located within the Properties which is intended for use as a site for a Single-Family Unit.

Section 3.31. "Single-Family Unit" shall mean any Family Dwelling Unit which is not a Multi-Family Unit.

Section 3.32. "Sub-Association" shall mean any non-profit association which may hereafter be formed to administrate, manage and operate Family Dwelling Units, including but not limited to condominium associations, cooperative associations, and homeowners' sub-associations.

Section 3.33. "Sub-Declaration" shall mean any declaration of covenants, conditions, and restrictions, declaration of condominium, declaration of cooperative plan, or any other similar instrument, other than this Declaration, recorded in the Public Records of Palm Beach County, Florida, affecting or purporting to affect only a portion of the Properties.

Section 3.34. "Supplemental Declaration" shall mean any declaration of covenants, conditions, and restrictions, declaration of condominium, declaration of cooperative plan, including Northern Palm Beach Water Control District Notices and Covenants, or any similar instrument other than this Declaration which affects all or part of the Properties.

Section 3.35. "Surface Water Management System" shall mean those lakes, culverts, waterways, drainage facilities, and other facilities created and used for the drainage of the Properties.

Section 3.36. "Tract" shall mean a tract of land platted in the Plat of Woodbine according to the Plat filed in Plat Book 72, Pages 46 through 49 inclusive, of the Public Records of Palm Beach County, Florida. A "Parcel" as designated on said Plat of Woodbine is not a "Tract."

Section 3.37. "Unit" is a generic reference to any Family Dwelling Unit, Multi-Family Unit or Single-Family Unit.

Section 3.38. "WOODBINE" shall mean the residential development of those parcels of land within the Woodbine Residential Planned Unit Development Resolution that are described in Article 2.02 and those parcels of land that are added to Section 2.02, from time to time, by Amendment to this Declaration. The Properties of WOODBINE may or may not, over time, become identical to the Maximum Potential Lands of the conceptual planned development known as Woodbine Residential Planned Unit Development Resolution.

Section 3.39. "Woodbine Residential Planned Unit Development Resolution" shall mean the conceptual Planned Unit Development designated in City of Riviera Beach Resolution No. 248-91 passed and adopted November 6, 1991, as such Resolution is amended by City of Riviera Beach Resolution No. 7-93, and as said Resolutions may be amended by the City of Riviera Beach from time to time. The MAXIMUM POTENTIAL LANDS of Woodbine Residential Planned Unit Development Resolution shall mean the 136.76 acres, more or less, of land (real property) more particularly described in Exhibit C, which MAXIMUM POTENTIAL LANDS of Woodbine Residential Planned Unit Development Resolution have been platted as the Plat of Woodbine.

ARTICLE 4 NON-VOTING MEMBERSHIP IN MASTER ASSOCIATION

Section 4.01. Membership. Every Owner, including the DECLARANT, shall be a non-voting Member of the Master Association. By acceptance of a deed or other instrument evidencing his/her ownership interest, each Owner accepts his/her non-voting membership in the Master Association, acknowledges the authority of the Master Association as herein stated, and agrees to abide and be bound by the provisions of this Declaration, or any Supplemental Declaration, and any Sub-

Declaration applicable to the Owner's unit, the Articles of Incorporation, the By-Laws, and other rules and regulations, if any, of the Master Association. In addition to the foregoing, the family, guests, invitees, licensees, and tenants of said Owners shall, while in or on the Property, abide and be bound by the provisions of this Declaration, any Supplemental Declaration, and any applicable Sub-Declaration, the Articles of Incorporation, the By-Laws, and other rules and regulations of the Master Association. DECLARANT, by including additional property within the imposition of this Declaration, may cause additional membership in the Master Association and may designate the ownership basis for such additional membership.

Section 4.02. Administration of the Master Association. The affairs of the Master Association shall be administered by the Board of Directors in accordance with this Declaration and the Articles of Incorporation of the Master Association and By-Laws of the Master Association. The Articles of Incorporation and By-Laws may be amended in the manner set forth therein; provided however, that no such amendment shall conflict with the terms of this Declaration or adversely affect the rights of DECLARANT, without DECLARANT's prior written approval; and provided further that no amendment, alteration or rescission may be made which affects the lien rights or privileges of any Institutional Mortgagee, without the express prior written consent of the Institutional Mortgagee so affected. Any attempt to amend contrary to these prohibitions shall be of no force or effect.

Section 4.03. Change of Membership. Change of membership in the Master Association shall be established by recording in the Public Records of Palm Beach County, Florida, a deed or other instrument conveying record fee title to any Residential Lot, Family-Dwelling Unit, or Multi-Family Tract, and by the delivery to the Master Association of a true copy of such recorded instrument showing its recording data. The new Owner designated in such instrument shall as of the date of the instrument, by his/her acceptance of such instrument, become a Member of the Master Association, and the membership of the prior owner, which membership was appurtenant to that Lot, Unit or Tract, shall be terminated. In the event that a true copy of said instrument showing its recording data is not delivered to the Master Association, said Owner shall become a Member and be subject to all of the obligations of membership, but shall not be entitled to use any Recreational Facility. The foregoing shall not, however, limit the Master Association's powers or privileges. The interest, if any, of a Member in the funds and assets of the Master Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his/her real property. Membership in the Master Association by all Owners shall be compulsory and shall continue, as to each Owner, until such time as such Owner transfers or conveys of record its interest in the real property upon which its membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall be appurtenant to, run with, and shall not be separated from the real property upon which membership is based.

Section 4.04. Non-Voting Membership. The Master Association shall have one (1) class of non-voting membership who shall be all persons or entities holding fee simple title to any Lot, Tract or Unit in the Properties. When more than one (1) person holds the ownership interest required for membership, all such persons shall be non-voting Members.

Section 4.05. Representation of Non-Voting Members. The President (and in the President's absence, the Vice President) of the respective Sub-Associations, shall

be a Director of the Master Association Board of Directors and as such shall represent the interests of the Non-Voting Members who own Units in the Parcel of land subject to the same Sub-Association.

Section 4.06. Suspension of Membership Rights. No Member shall have any vested right, interest or privilege in or to the assets, functions, affairs or franchises of the Master Association, or any right, interest or privilege which may be transferable, or which shall continue after its membership ceases, or while it is not in good standing. A Member shall be considered "not in good standing" during any period of time in which it is delinquent in the payment of any assessment levied by the Master Association or in violation of any provision of this Declaration, or of any rules or regulations promulgated by the Master Association. While not in good standing, the Member shall not be entitled to exercise any other right or privilege of a Member of the Master Association.

Section 4.07. Board of Directors. The Master Association shall be governed by a Board of Directors as provided in the Articles and By-Laws of the Master Association.

Section 4.08. Representation of Non-Voting Members.

A. All Non-Voting Members shall exercise their expression of interest indirectly through the Sub-Association of the Parcel of land in which said Non-Voting Member's Unit is located. Each Sub-Association's President (and in the absence of the President, the Vice President) is, as a Director of the Master Association, designated as the Representative Member of the Master Association. The Vice President of the Sub-Association may exercise all of the powers of the President of the Sub-Association as a Director of the Master Association in the President's absence. The Secretary of each Sub-Association shall certify in writing to the Secretary of the Master Association from time to time the identity of that Sub-Association's President and Vice President, and the addresses of each, which certification shall remain in effect until changed by a subsequent certification received by the Secretary of the Master Association.

B. All notices of meetings and other notices required to be given by the Master Association to the Directors of the Master Association shall be sent to both the President(s) and the Vice President(s) at the last known address of each, unless said notices relate to individual assessments applicable only against a specific Unit or proposed sanctions against the Owners of a particular Unit.

C. At all meetings of the Board of Directors of the Master Association in which the Director is entitled to vote, each Director shall have one (1) vote to vote.

D. Each Director may not split his/her one vote.

Section 4.09. Changes in Voting Strength. Changes may occur from time to time in the number of Non-Voting Members and the number of Non-Voting Members who are

to become Non-Voting Members of particular Sub-Associations, because of:

- A. Changes in the Development Plan;
- B. Changes in the number of Units to be constructed in any area of the Properties;
- C. Other changes beyond the control of DECLARANT.

Section 4.10. Control by DECLARANT. Notwithstanding anything contained herein to the contrary, DECLARANT shall have the right to retain control of the Master Association until DECLARANT has closed the sale or conveyance of all Lots, Parcels, Tracts and Units within the Properties, or until such earlier time as is determined, in DECLARANT's sole and absolute discretion. So long as DECLARANT holds title to one or more Units within WOODBINE, DECLARANT has the absolute right to control the Master Association. DECLARANT shall have the right to appoint all members of the Board of Directors and to approve the officers of the Master Association, and no action of the Directors of the Master Association or the non-voting membership of the Master Association shall be effective unless and until approved by DECLARANT. In the event that DECLARANT shall enter into any contracts or other agreements for the benefit of the Owners, DECLARANT may, at its option, assign its obligations under such agreements to the Master Association, and in such event, the Master Association shall be required to accept such obligations.

**ARTICLE 5
FUNCTIONS OF MASTER ASSOCIATION**

Section 5.01. Purposes. The purposes of the Master Association are as follows:

- A. To serve as the instrumentality of all unit owners within WOODBINE where common interests are involved;
- B. To own or otherwise acquire some of the Recreational Tracts and other lands, facilities and Common Areas within WOODBINE;
- C. To maintain the Common Properties and the recreational and other lands and facilities that are acquired by the Master Association within WOODBINE; and,
- D. To own or otherwise agree to maintain all of the roads and to own or otherwise agree to maintain all of the drainage facilities within WOODBINE.
- E. To repair, maintain and reconstruct as required the roads and drainage facilities within WOODBINE.
- F. To maintain, operate and administer the facilities, entrance guardhouse and personnel described in Article 6, GUARDHOUSE AND ELECTRONIC GATES; and

G. To otherwise engage in such additional lawful activities for the benefit, use, convenience and enjoyment of its members as the Master Association may deem proper.

H. To maintain the water management system as permitted by South Florida Water Management District.

I. To maintain real property titled in the name of Northern Palm Beach County Water Control District located within WOODBINE.

J. To maintain, including supplying electricity for, lighting those roads as to which DECLARANT has installed the lighting equipment.

Section 5.02. Required Services. The Master Association shall as required provide the following services:

A. Maintenance within Woodbine. Cleanup, landscaping, relandscaping, landscape maintenance, improvement maintenance and repairs of and to:

(1) **Signs.** All WOODBINE signs located at any entrance from public streets outside of WOODBINE, including but not limited to maintenance and repair of any signs, planter boxes, and landscaping ancillary to the signs that were constructed by the DECLARANT. The Master Association shall also provide the lighting and supply the electricity for these signs.

(2) **Roads.** The main roads which the DECLARANT has projected in the Development Plan for Woodbine Residential Planned Unit Development Resolution, as such projection may be implemented or modified, including additional main roads and any guardhouse constructed thereon by the DECLARANT, any Developer with the approval of the DECLARANT, the Master Association with the approval of the DECLARANT, or by Northern Palm Beach County Water Control District.

(3) **Common Areas and Common Properties.** Any Common Areas and Common Properties, the responsibility for maintenance of which has not been assigned to a Sub-Association or another entity. The Common Areas and Common Properties covered in this subparagraph shall include but not be limited to, at the option of the DECLARANT, any Common Areas developed by the DECLARANT but not sold to a Developer, dedicated to a Sub-Association, or otherwise transferred, which, in the opinion of the Architectural Review Committee (ARC) as hereinafter defined, have been completed and require periodic upkeep for their maintenance. The Common Areas shall include platted Open Areas. The Common Properties shall include Landscape Areas and Landscape Easement Areas. The Master Association shall not be required, however, to maintain lots on which Family Dwelling Units will be constructed; unless the owner or a delegated sub-association fails to so maintain a Lot or a portion of a Lot or Multi-Family Tracts; all of which shall remain the responsibility of the DECLARANT until said properties are conveyed to Developers. Notwithstanding the foregoing,

should any Sub-Association fail to maintain the surface water management portions of the Common Areas for which responsibility for maintenance has been assigned, the Master Association shall be responsible for the operation and maintenance of said surface water management areas, as more particularly set forth in Section 5.07 of this Article. No delegation or assignment of responsibility shall relieve the Master Association of any of its primary obligations imposed upon the Master Association by the South Florida Water Management District, Northern Palm Beach County Water Control District or any other Governmental Agency.

(4) Owners' Properties. Any Residential Lot and the landscape area of any Family Dwelling Unit that is not maintained by the Owner or the Sub-Association to the standards of cleanup, landscaping and maintenance adopted by the Master Association may, at Master Association's option, be maintained by Master Association. DECLARANT may delegate maintenance of a Lot or a portion of a Lot to a Sub-Association or other entity.

B. Guardhouse. The staffing, maintenance and operation of any guardhouse and gate described in this Declaration, unless said function has been delegated to a Sub-Association by the DECLARANT or a Developer.

C. Recreational Facilities. In the event the DECLARANT constructs any Recreational Facilities and conveys, leases, or dedicates any one or more of the same to the Master Association, the Master Association shall accept said conveyance, lease, or dedication, and operate and maintain the Recreational Facilities. The Recreational Facilities may be:

(1) Open to all Owners, in which event all Recreational Expenses associated therewith shall be included in the Master Association's budget; or

(2) Open on a membership basis only to those residents of WOODBINE, and to those other persons permitted by the Board of Directors of the Master Association, who desire membership in such recreational Facilities, to the extent such memberships are available on a first come, first served basis, in which latter event Recreational Expenses shall be paid by membership subscriptions; or

(3) A combination of both (1) and (2), as determined by the DECLARANT.

D. Land Maintenance Outside WOODBINE. Cleanup, landscaping, relandscaping, landscaping maintenance and other maintenance of all lands (including any easements) owned or dedicated to any governmental agency or private utility which are located within or in reasonable proximity to the Properties, to the extent permitted or required by such agency or utility and to the extent that their deterioration would adversely affect the appearance of the Properties as a whole and to the extent that the standard of maintenance by the agency or utility is less than that desired by the Master Association. The Master Association shall adopt standards of cleanup, landscaping

maintenance and operation required by this and other subsections which are, at least, as stringent as those adopted and/or followed by other developments similar to WOODBINE. The DECLARANT shall, in its reasonable discretion, determine whether such standards adopted by the Master Association meet the requirements herein.

E. Easements. Cleanup, landscaping, landscaping maintenance and other maintenance of any real property located within WOODBINE upon which the Master Association has accepted an easement for said maintenance by duly recording an instrument granting said easement to the Master Association executed and delivered by the Owner of said property to the Master Association.

F. Enforce Covenants, Conditions and Restrictions. Take any and all actions necessary to enforce all covenants, conditions, and restrictions affecting the Properties and perform any of the functions or services delegated to the Master Association in any of the following: this Declaration; any Covenants, Conditions, or Restrictions applicable to the Properties; the Articles; any Supplemental Declarations; or, the By-Laws.

G. Conduct Business. Conduct business of the Master Association, including but not limited to administrative services such as legal, accounting, financial, and communication services informing Members of activities, notice of meetings and other important events.

H. Insurance. Purchase, when underwritten at premiums within the budget of the Master Association, general liability and hazard insurance covering improvements and activities on those portions of the Properties subject to the maintenance obligations of the Master Association, including Common Areas and Recreational Facilities, if any.

I. Architectural Review Committee. Establish and operate the Architectural Review Committee (ARC), as hereinafter defined, when the Master Association assumes this responsibility as hereinafter provided.

J. Lighting Installed by DECLARANT. Lighting, installed by the DECLARANT, of those roads, sidewalks, and walking paths throughout the Properties subject to maintenance responsibility of the Master Association.

Section 5.03. Authorized Services. The Master Association shall be authorized, but not required to provide the following services:

A. Lighting Not Installed by DECLARANT. Installation and maintenance, including supplying electricity for, lighting of those roads, sidewalks and walking paths throughout the Properties subject to maintenance responsibility of the Master Association by Section 5.01 of this Declaration, as to which the DECLARANT has not installed lighting equipment.

B. Irrigation. Maintenance, repair and replacement as necessary of any irrigation system, including pumps, piping and distribution nozzles serving either the Common Properties or the Owners or both.

C. Fire Protection. Fire protection and prevention not performed by the City of Riviera Beach.

D. Garbage. Garbage and trash collection and disposal not performed by the City of Riviera Beach.

E. Programs. Conduct recreation, sport, craft, and cultural programs of interest to Members, their families, tenants and guests.

F. Transportation. Support the operation of transportation facilities serving the Properties.

G. Construct Improvements. Construct improvements on any property transferred to it or dedicated to its use for Recreational Facilities and the Common Properties subject to its maintenance responsibility as may be required to provide the services authorized in Section 5.02.

Section 5.04. Obligation of the Association. The Master Association shall be obligated to carry out the functions and services specified in Section 5.02 of this Article to the extent such maintenance and services can be provided with the proceeds of annual and/or special assessments. The functions and services specified in Section 5.03 of this Article to be carried out or offered by the Master Association at any particular time shall be determined by the Board of Directors of the Master Association taking into consideration remaining proceeds of annual assessments and the needs of the Members of the Master Association. The functions and services which the Master Association is authorized to carry out or to provide pursuant to Section 5.02 of this Article may be added to or reduced at any time upon the affirmative vote of a majority of the Board of Directors.

Section 5.05. Mortgage and Pledge. The Board of Directors of the Master Association shall have the power and authority to mortgage the real property actually conveyed to or dedicated to the Master Association and to pledge the revenues of the Master Association as security for loans made to the Master Association, which loans shall be used by the Master Association in performing its functions.

Section 5.06. Conveyance to Master Association. The Master Association shall be obligated to accept any and all deeds of conveyance, easements, permits, maintenance obligations and bills of sale delivered to it by the DECLARANT, which deeds convey title easement rights and permits to use or maintain Common Areas, Common Properties, roadways, other rights of way or Recreational Facilities.

Section 5.07. Surface Water Management System. The Master Association shall at all times maintain, in compliance with the rules and regulations promulgated by the South Florida Water Management District and/or Northern Palm Beach County Water Control District, the surface water drainage facilities for the real property covered by this Declaration. Such drainage system shall cover surface water in Common Properties, regular and storm drainage on dedicated streets and other rights of way, lake drainage, and such other requirements as may be imposed by the South Florida Water Management District and/or Northern Palm Beach County Water Control District. The Master Association shall apply for and obtain such permits and licenses as may be required by the South Florida Water Management District for the real property covered by this Declaration and for any future real property which

real property covered by this Declaration and for any future real property which may be covered hereunder. The Master Association, at its own cost and expense, shall provide the DECLARANT and South Florida Water Management District and/or Northern Palm Beach County Water Control District with any and all plans and specifications, surveys, descriptive maps, and other documentation required for the maintenance of surface water as contemplated by this Section and shall give and grant to the DECLARANT, owners of adjacent land, Palm Beach County, South Florida Water Management District, and Northern Palm Beach County Water Control District, any and all easements and rights of way required to effect real property surface water management. Master Association shall have no authority to reconfigure nor modify any Surface Water Management System titled or dedicated to Northern Palm Beach County Water Control District except with the prior written permit and consent issued by said District. After the original development by Northern Palm Beach County Water Control District and DECLARANT, all physical earth moving, landscaping, sloping, grading and other work required to be done on the real property covered by this Declaration shall be done at the cost and expense of the Master Association unless such obligation is assumed by any Sub-Association or other entity acquiring property covered by this Declaration. Should any earth moving, landscaping, sloping, grading or other work be interrelated with or required by the drainage plan or similar work of real property owned by a Sub-Association or other owners of land subject to this Declaration, the cost of such work will be apportioned between the Master Association and the entity or person responsible for drainage on such land. The determination of appropriate percentage apportionment of any such work, if the same cannot be agreed to by the parties involved, shall be settled by arbitration as defined in the Florida Arbitration Code (Florida Statute 1993, Chapter 682). This portion of this Section shall be deemed an arbitration agreement as defined in Florida Statute 682.02. By its approval of this Declaration, the DECLARANT shall be deemed a party hereto where appropriate. By acceptance and approval of this Declaration, the DECLARANT shall be obligated to obtain and cause to be filed of record a similar or identical provision in the Declaration of any Owner, Developer, Sub-Association or other person or entity responsible for surface water management of lands presently subject to the requirements of this Declaration and the requirements of the South Florida Water Management District and/or Northern Palm Beach County Water Control District as they pertain to the real property covered by this Declaration.

A. Schickedanz Bros - Riviera Ltd holds title to approximately 15.39 acres, more or less, of lands lying between Woodbine Residential Planned Unit Development Resolution and Military Trail. Lands are labeled "Not a Part of this Plat" and "Not Part of this Plat" in the Plat of Woodbine. Said 15.39 acres of land are neither a part of Woodbine Residential Planned Unit Development Resolution, nor a part of WOODBINE. Said 15.39 acres of land are zoned General Commercial by the City of Riviera Beach and are designated General Commercial Use under the land use designation of the Comprehensive Land Use Plan of the City of Riviera Beach. Inasmuch as Schickedanz Bros - Riviera Ltd received a permit from South Florida Water Management District for the surface water management system for the combined MAXIMUM POTENTIAL LANDS of Woodbine Residential Planned Unit Development Resolution and the aforesaid 15.39 acres, more or less, Schickedanz Bros - Riviera Ltd expressly reserves to itself, its successors and assigns, all necessary easements, permits, licenses and rights of use for the aforesaid 15.39 acres, more or less, or any part thereof, to utilize the water drainage and water retention facilities

of that part of the surface water management system located within the MAXIMUM POTENTIAL LANDS of Woodbine Residential Planned Unit Development Resolution for the benefit of the aforesaid 15.39 acres. DECLARANT further discloses and gives notice to all Owners and other Developers and other interested parties that the surface water management system within the MAXIMUM POTENTIAL LANDS of Woodbine Residential Planned Unit Development Resolution is burdened by such necessary easements from time to time to provide water drainage and water retention for the aforesaid 15.39 acres, more or less, or any part thereof, lands, notwithstanding that no part of the 15.39 acres, more or less, lands or the Schickedanz Bros - Riviera Ltd or any subsequent grantee, mortgagee, its successors or assigns, or any party holding interest in all or any part of the 15.39 acres, more or less, shall be obligated to contribute any costs, services, assessment fees, charges or other consideration for the utilization of the water management system located within the MAXIMUM POTENTIAL LANDS of Woodbine Residential Planned Unit Development Resolution. The Master Association shall have no authority to charge any assessment against said 15.39 acres of land and the Master Association shall have no authority to place any lien upon the said 15.39 acres of land or any part thereof.

Section 5.08. Notice and Disclosure of Unit of Development Number 3A. NORTHERN PALM BEACH COUNTY WATER CONTROL DISTRICT is a Political Subdivision of the State of Florida and is responsible for implementing and maintaining certain benefits and improvements to real properties located within its Units of Development. The lands described in Section 2.02 are part of the lands comprising Unit of Development 3A of the Northern Palm Beach County Water Control District.

A. This Notice and Disclosure has been set forth in this DECLARATION in order to inform those individuals or entities owning or purchasing Lots, Units, Parcels or Land within the area described in Section 2.02, as amended from time to time, and any real property within the MAXIMUM POTENTIAL LANDS of Woodbine Residential Planned Unit Development Resolution, that they will be responsible to pay to NORTHERN PALM BEACH COUNTY WATER CONTROL DISTRICT such non-ad valorem assessments that have or may be levied and assessed by the District against said Lots, Units, Parcels or land within Woodbine Residential Planned Unit Development Resolution.

B. If the reader should have any questions regarding this NOTICE, please contact: NORTHERN PALM BEACH COUNTY WATER CONTROL DISTRICT, 357 Hiatt Drive, Palm Beach Gardens, Florida 33418.

**ARTICLE 6
GUARDHOUSE AND ELECTRONIC GATES**

Section 6.01. Northern Electronic Gate. An electronic vehicle gate shall be constructed by DECLARANT at the northernmost entrance of Woodbine Trail from Military Trail to WOODBINE.

Section 6.02. Maintain Northern Gate. The Master Association shall maintain in good operating condition, service, repair, and replace said northernmost vehicle gate from time to time, as required.

Section 6.03. Guardhouse. A guardhouse shall be constructed within the roadway "Woodbine Trail" by DECLARANT within Tract "A", according to the Plat of Woodbine recorded in Plat Book 72, Pages 46 through 49 inclusive, of the Public Records of Palm Beach County, Florida, at the northern-most entrance to WOODBINE from Military Trail in such a fashion and design that the guardhouse has the capacity to be occupied by personnel provided by the Master Association commencing at the point in time set forth hereinbelow in Section 6.06.

Section 6.04. Maintain Guardhouse. The Master Association shall maintain in good operating condition, service, repair and replace the guardhouse from time to time as required.

Section 6.05. Personnel. The Master Association shall, from the point in time set forth hereinbelow in Section 6.06, provide personnel to man the guardhouse during the hours of the day and on the days of the week as set forth hereinbelow.

Section 6.06. Commencement of Personnel. At such point in time that the first certificate of occupancy is issued by the City of Riviera Beach for the first residential unit in the first midrise residential apartment building located in Parcel "I" (or any multi-family rental building located in Parcel "I"), according to the Plat of Woodbine, recorded in Plat Book 72, Pages 46 through 49 inclusive, of the Public Records of Palm Beach County, Florida, of Woodbine Residential Planned Unit Development Resolution, the Master Association shall provide personnel to man the aforesaid guardhouse during the following hours of the day of the following days of the week:

- (a) from 7:00 P.M. Monday evening to 7:00 A.M., Tuesday;
- (b) from 7:00 P.M. Tuesday evening to 7:00 A.M., Wednesday;
- (c) from 7:00 P.M. Wednesday evening to 7:00 A.M., Thursday;
- (d) from 7:00 P.M., Friday evening continuously 24 hours around the clock through Saturday and Sunday to 7:00 A.M., Monday.

Section 6.07. Southern Electronic Gate. An electronic vehicle gate shall be constructed within the roadway "Woodbine Trail" by DECLARANT within Tract "A", according to the Plat of Woodbine, recorded in Plat Book 72, Pages 46 through 49 inclusive, of the Public Records of Palm Beach County, Florida, at the southernmost entrance from Military Trail to Woodbine Residential Planned Unit Development Resolution at the time said entrance road is constructed and paved.

Section 6.08. Maintain Southern Gate. The Master Association shall maintain in good operating condition, service, repair, and replace said southernmost electronic vehicle gate from time to time, as required. The Master Association shall regulate the southernmost vehicle gate to provide electronically controlled access to WOODBINE to only Owners/residents and resident/tenants of WOODBINE and invitees of DECLARANT.

Section 6.09. Annual Cost. The annual cost of the Master Association fulfilling the obligations of this Article 6 shall be part of the Master Association's annual operating budget.

Section 6.10. Restricted Amendment. Notwithstanding the Amendment provisions of this Declaration and the rights, including amendment rights of the DECLARANT, the provisions of this Article 6, "GUARDHOUSE AND ELECTRONIC GATES," shall not be amended unless consent to any proposed amendment to this Article 6 has received the prior approval of the City Council of the City of Riviera Beach after written notice, of the time and place of the City Council meeting at which the proposed amendment is to be considered, has been given to STEEPLECHASE PROPERTY OWNERS ASSOCIATION, INC., a Florida non-profit corporation.

Section 6.11. Disclaimer. Each and every Owner acknowledges that no preventive measure, no personnel, no facility can prevent the perpetration of an unwanted human event or damage to property.

A. The Master Association shall in no manner be obligated to maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be. NEITHER THE MASTER ASSOCIATION, DECLARANT, ITS AFFILIATES NOR DECLARANT'S SUCCESSORS SHALL IN ANY MANNER BE DEEMED TO BE INSURERS OR GUARANTORS OF SECURITY WITHIN WOODBINE. NEITHER THE MASTER ASSOCIATION, THE DECLARANT, ITS AFFILIATES NOR DECLARANT'S SUCCESSORS SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE EITHER THE FACILITIES OR PERSONNEL OF ARTICLE 6 OR THE INEFFECTIVENESS OF MEASURES UNDERTAKEN, IF ANY.

B. All Owners and occupants of any Lot, Unit, or Parcel, and their respective guests, tenants and invitees, as applicable, acknowledge that the Master Association and its Board of Directors, Officers, DECLARANT, its affiliates, designees and successors and the ARC in no manner represent or warrant that any guardhouse, any personnel, any controlled access electronic vehicle gate, fire protection system, if any, alarm system, if any, or other system designated by or installed according to guidelines established by DECLARANT or the ARC may not be compromised or circumvented, that any fire protection system, burglar alarm, controlled access electronic vehicle gate or other systems will prevent loss by fire, smoke, robbery, burglary, theft, hold-up, or otherwise, nor that guardhouses, personnel, fire protection systems, burglar alarms, controlled access electronic vehicle gates or other systems will in all cases provide the detection or protection for which the system is designed or intended.

C. Each Owner and occupant of any Lot, Unit, or Parcel, and their respective guests, tenants and invitees, as applicable, acknowledges and understands that the Master Association, its Board of Directors and Officers, DECLARANT, its affiliates, successors and designees are not insurers and that each Owner and occupant and their respective guests, tenants and invitees assumes all risks for loss or damage to persons, to Units, Lots and improvements thereon and to the contents of Units, and further acknowledges that the Master Association, its Board of Directors, Officers, DECLARANT, its affiliates, agents, designees and successors, have made no representations or warranties, nor has any Owner or occupant, or their respective guests, tenants or invitees, relied upon any representations or warranties, expressed

or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire protection system, burglar alarm, if any, controlled access electronic vehicle gate, guardhouse, personnel or other systems recommended or installed within the Properties.

ARTICLE 7 MANAGEMENT AGREEMENTS

Section 7.01. Professional Management. The board of directors of the Master Association may retain the services of a Manager or management firm to operate the day to day obligations and responsibilities of the Master Associations as delegated and directed by the board of directors.

Section 7.02. Power to Terminate Any Management Agreement. The board of directors of the Master Association shall have, upon the transfer or turnover of control of the Master Association from the DECLARANT, the power to terminate any management agreement entered into by the Master Association prior to the transfer of control upon 90 days written notice to such management firm. The provisions of this Section shall be deemed an implied term in any management agreement of the Master Association made prior to such transfer of control.

ARTICLE 8 EASEMENTS

Section 8.01. Appurtenant Easements. Subject to the rights of Northern Palm Beach County Water Control District, this Declaration, the Articles of Incorporation, the By-Laws, and the rules and regulations of the Master Association, as any or all may be amended and supplemented from time to time, and subject also to the easements reserved to the DECLARANT in this Declaration and to the powers reserved to the DECLARANT in Section 8.06 and Section 8.07 of this Article, the following easements and assignment of easement rights are or may be created:

A. Road and Rights of Way. The DECLARANT hereby grants and assigns to the Owner of each Lot, Unit or Parcel, to the guests, lessees, licensees, and invitees of each Owner, and to all Sub-Associations, as an appurtenance to the ownership of fee simple title to each Lot, Unit or Parcel, a perpetual nonexclusive easement for ingress and egress over, across, through and for the use and enjoyment of all roadways including, but not limited to Woodbine Trail, and other rights of ways; such use and enjoyment to be shared in common with the other Owners of any of the Properties, their guests, lessees, licensees, and invitees as well as guests, tenants, lessees, licensees, and invitees of the DECLARANT, the Master Association and all Sub-Associations.

B. Common Properties. The DECLARANT hereby grants and assigns to each Member of a Sub-Association, and to the guests, tenants, lessees, licensees, and invitees of each Member, as an appurtenance to the ownership of such Member's Unit, Lot, or Parcel, a perpetual nonexclusive easement for ingress and egress over, across, through and for the use and enjoyment of all Common Properties, located within those portions of the Properties maintained by any Sub-Association; such use and enjoyment to be shared in common with the

other Members of such Sub-Association, their guests, lessees, licensees, and invitees, as well as the guests, lessees, and invitees of the DECLARANT.

Section 8.02. Utility Easements. The DECLARANT reserves to itself, its successors and assigns, a perpetual easement upon, over, under and across the Properties for the purpose of maintaining, installing, repairing, altering and operating sewer lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, irrigation water distribution systems, sewage disposal systems, effluent disposal systems, pipes, syphons, valves, gates, pipelines, electrical lines, cable television service, any electronic systems, and all machinery and apparatus appurtenant to all of the foregoing as may be necessary or desirable for the installation and maintenance of utilities servicing all Owners of any of the Properties. All such easements shall be of a size, width and location as the DECLARANT, in its discretion, deems best but selected in a location so as to not unreasonably interfere with the use of any improvements which are now, or will be, located upon the Properties. Said easements may be specifically assigned by instrument of public record to any utility provider, from time to time and at any time, as deemed necessary by DECLARANT.

A. Notwithstanding the foregoing reservation of utility easements, no utility provider shall have any utility easement upon, over, under or across any water body located within the Properties wherein title to the Tract under said water body is titled in or dedicated to the Northern Palm Beach County Water Control District. Application for a permit for the maintenance of any utility service upon, over, under or across said Tract shall be upon application to and approval by the Northern Palm Beach County Water Control District.

B. In the event that either DECLARANT or the Master Association requires the relocation of any telephone facilities owned by Southern Bell Telephone and Telegraph Co. located within Tract A (Woodbine Trail), which telephone facilities were installed pursuant to a Northern Palm Beach County Water Control District permit, the Master Association shall pay to Southern Bell Telephone and Telegraph Co. the cost of relocating the facilities requested to be relocated by either DECLARANT or the Master Association.

C. In the event that either DECLARANT or the Master Association requires the relocation of any electric power facilities owned by Florida Power and Light Company located within Tract A (Woodbine Trail), which electric power facilities were installed pursuant to Northern Palm Beach County Water Control District permit, the Master Association shall pay to Florida Power and Light Company, the cost of relocating the facilities requested to be relocated by either DECLARANT or the Master Association.

Section 8.03. DECLARANT's Easement. The DECLARANT hereby reserves to itself, its successors, grantees and assigns, a perpetual easement, privilege and right in and to, over, under, on and across the Common Areas, Common Property, Recreational Facilities (if any), roadways, lakes, canals, and other rights of way, for ingress and egress as required to its officers, directors, employees, agents, independent contractors, licensees and invitees in order to construct residences, to show said properties and facilities to prospective purchasers and other invited guests, post signs and maintain sales offices. Such access and use shall not

unnecessarily interfere with the reasonable use and enjoyment of these properties and facilities by the Owners thereof.

A. Notwithstanding anything herein to the contrary, DECLARANT further reserves unto itself, its successors and assigns, the exclusive right to operate in WOODBINE a cable television system, a landscape irrigation system, and at DECLARANT'S sole option, an electronic system, including all services and facilities related thereto, as well as a perpetual easement upon, over, under and across the Properties for the purpose of maintaining, installing, repairing, altering and operating said cable television service, said landscape irrigation system and electronic system.

B. Notwithstanding the foregoing, any installations of cable television system, landscape irrigation system or electronic system over, under, on or across a Tract held by or conveyed to the Northern Palm Beach County Water Control District shall be upon application to and the express permit issued by Northern Palm Beach County Water Control District.

Section 8.04. Service Easement. The DECLARANT hereby grants the nonexclusive, perpetual right of ingress and egress over and across the Recreational Tracts (if any), roadways, and other rights of way, for the purpose of performing authorized services and investigations, to the following entities: police and other authorities of law; public school and private school student bus service; fire protection services; pickup and delivery services; United States mail carriers; representatives of electrical, telephone, cable television and other utilities authorized by the DECLARANT, its successors or assigns, Northern Palm Beach County Water Control District; and, such other persons as the DECLARANT from time to time may designate.

Section 8.05. Zero Lot Line Development Easements. In the event that any of the Properties covered by this Declaration receive a development order to permit construction on a "zero lot line" basis, each Owner of a Lot and/or Single-Family Unit upon which "zero lot line" construction has occurred and the provider of any utility service shall have an easement over such Lot and/or Single-Family Unit (and concurrently each adjoining Lot and/or Single-Family Unit shall be burdened with said zero lot line development easement) as may reasonably be required for the proper maintenance of the Lot and/or Single-Family Unit including, but not limited to, easement for electric service meters, easement for conduit service lines and wires, up to four (4') foot roof overhangs, easement and easements as required for drainage pipes, rain drainage gutters, screen enclosure fixtures, screen enclosure anchors, and air conditioner compressors and compressor pads. Building structure ground level encroachments shall have an easement over adjacent Lot and/or Single-Family Unit not exceeding 0.4 feet.

A. In the event of party walls or party wall fences, each Owner of a Lot and/or Single-Family Unit upon which a party wall or party wall fence has been constructed shall have an easement over the adjoining Lot and/or Single-Family Unit for the land area which the wall/fence structure occupies, to maintain said common party wall or common party wall fence. Each adjoining party wall Owner or party wall fence Owner shall share on a 50/50 basis the top surface area of the party wall or party wall fence for screen enclosure

structure purposes, including the anchoring of framing structures for screen enclosures.

B. Caveat. Notwithstanding the grant and subservient burden of the zero lot line development easements of this Section 8.05, there shall be no zero lot line development easements within any of the land area of the Water Management Easements (also described as W.M.E.) granted by dedication in the Plat of Woodbine, according to the Plat thereof recorded in Plat Book 72, Pages 46 through 49 inclusive, Palm Beach County, Florida Public Records, or granted to Northern Palm Beach County Water Control District, nor shall there be any zero lot line development easements within any of the land area of Water Management Easements (also described as W.M.E.) subsequently granted by dedication in subsequent Plats of Parcels.

C. Caveat. It is noted that any construction within the Water Management Easements (also described as W.M.E.) granted or dedicated to Northern Palm Beach County Water Control District is prohibited unless the specific construction is agreed to in written permit form by Northern Palm Beach County Water Control District.

Section 8.06. Signage Easements. The DECLARANT hereby reserves to itself, its successors and assigns, and to the Master Association, a perpetual easement, privilege and right in, over, under, on and across any portion of the Common Property open space and all other Common Properties abutting or adjacent to any street, road or highway running through or along the perimeter of WOODBINE for the purpose of erecting, maintaining, and repairing sales signage and directional name signage for WOODBINE. Such easement shall not extend into any area covered by any plat, recorded or to be recorded, with respect to any of the Properties except such portions of such plat designated as Common Area, Common Property or Landscape Easement Area. Such easement shall not be extinguished by a warranty deed or other instrument given by the DECLARANT unless said instrument expressly refers to easement created by this section. The term "signage" as used in this section shall include but not be limited to signs, planter boxes, landscaping, fountains, and other suitable decorative features.

Section 8.07. Extent of Easements. The DECLARANT reserves to itself the following rights and powers, and any others' rights and enjoyment of the easements created hereby shall be subject to the following rights and powers of the DECLARANT:

A. The right of the DECLARANT or the Master Association, or any Sub-Association in accordance with its By-Laws, to borrow money from the DECLARANT or any other lender for the purpose of improving and/or maintaining the Common Property, and providing the services authorized herein and, in aid thereof, to mortgage said Common Property;

B. The right of the DECLARANT or the Master Association, as provided in its By-Laws, to suspend the rights and enjoyment of the Common Area easements of any Owner or any tenant, guest, licensee or invitee of any Owner for any period during which any assessment remains unpaid, and for any period, not to exceed sixty (60) days, for any infraction of its published

rules and regulations. Any such suspension for either non-payment of any assessment or breach of any rules and regulations of the Master Association shall not constitute a waiver or discharge of the Owner's obligation to pay the assessment. The Master Association shall not suspend the right to use any roads belonging to the Master Association or over which the Master Association has easement rights, subject however, to the rules and regulations of the Master Association for such use. The Master Association may not suspend any rights and easements reserved herein to the DECLARANT;

C. The right of the DECLARANT or the Master Association to charge reasonable membership, admission, and other fees for the use of the Recreational Facilities, if constructed, maintained, or operated by DECLARANT or the Master Association.

D. The Board of Directors of the Master Association shall have the power to place any reasonable restrictions upon the use of any roadways owned by the Master Association or over which the Master Association has easement rights, including, but not limited to, the maximum and minimum speeds of vehicles using said roads, maximum weight restrictions, all other necessary traffic and parking regulations, and the maximum noise levels of vehicles using said roads. Such restrictions shall not be deemed to be unreasonable solely because they are more restrictive than the laws of the state or any local government having jurisdiction over the Properties. No restriction may be placed upon the DECLARANT which impedes the DECLARANT'S construction efforts, Schickedanz Bros - Riviera Ltd construction efforts or any other Developer's construction efforts, in the DECLARANT'S sole opinion.

E. The right and power of the DECLARANT to give, dedicate or sell, subject to any conditions as it may determine, all or any of its rights or all of any part of the Common Property, roadways, or other rights of way to the Master Association or to any public or private agency, authority, or utility. If the DECLARANT transfers any such rights and powers to the Master Association, or no longer controls the Master Association, the Master Association may exercise any such remaining rights and powers so acquired by it.

F. The right and power of the DECLARANT or the Master Association to promulgate reasonable rules and regulations for the use and enjoyment of the rights granted by the easements.

Section 8.08. Further Restrictions. Nothing other than storm water may be discharged into any lake, canal, or other body of water located within or adjacent to the Properties. Any permanent device through which water is drawn from any lake, canal, or other body of water onto or within any of the Properties shall be subject to the prior written approval of the Architectural Review Committee as hereinbelow established.

Section 8.09. Northern Palm Beach County Water Control District 20 Foot Wide Canal Maintenance Easement. Northern Palm Beach County Water Control District is granted a non-exclusive easement over the northerly-most twenty (20) feet of the lands described in Exhibit C (MAXIMUM POTENTIAL LANDS of Woodbine Residential Planned Unit Development Resolution) for Canal Maintenance Easement purposes for the maintenance of the existing water canal lying north of and adjacent to the lands

described in Exhibit C, as said northerly-most twenty (20) foot easement is more particularly described in the Plat of Woodbine, recorded in Plat Book 72, Pages 46 through 49 inclusive, of the Public Records of Palm Beach County, Florida.

A. Caveat. It is noted that any construction within the Canal Maintenance Easements granted or dedicated to Northern Palm Beach County Water Control District is prohibited unless the specific construction is agreed to in written permit form by Northern Palm Beach County Water Control District.

Section 8.10. Florida Power and Light Company Utility and Power Transmission Easement. Florida Power and Light Company holds a non-exclusive easement over the westerly-most twenty (20) feet of the lands described in Exhibit C (MAXIMUM POTENTIAL LANDS of Woodbine Residential Planned Unit Development Resolution) pursuant to instrument recorded in Official Records Book 3052, Page 304, of the Public Records of Palm Beach County, Florida, as said westerly-most twenty (20) foot easement is more particularly located, according to the Plat of Woodbine as recorded in Plat Book 72, Pages 46 through 49 inclusive, of the Public Records of Palm Beach County, Florida. The use of lands in WOODBINE is subject to the easement rights of Florida Power and Light Company.

Section 8.11. Florida Power and Light Company Utility and Power Transmission Easement. Florida Power and Light Company holds a non-exclusive easement over the southerly-most fifteen (15) feet of the lands described in Exhibit C (MAXIMUM POTENTIAL LANDS of Woodbine Residential Planned Unit Development Resolution) pursuant to instrument recorded in Official Records Book 3052, Page 306, of the Public Records of Palm Beach County, Florida, as said southerly-most fifteen (15) foot easement is more particularly located, according to the Plat of Woodbine as recorded in Plat Book 72, Pages 46 through 49 inclusive, of the Public Records of Palm Beach County, Florida. The use of lands in WOODBINE is subject to the easement rights of Florida Power and Light Company.

Section 8.12. Easements in Favor of Commercial Lands. Schickedanz Bros - Riviera Ltd holds title to approximately 15.39 acres, more or less, of commercial lands located between the MAXIMUM POTENTIAL LANDS of Woodbine Residential Planned Unit Development Resolution and Military Trail. Said 15.39 acres, more or less, lands are not part of the MAXIMUM POTENTIAL LANDS of Woodbine Residential Planned Unit Development Resolution. Schickedanz Bros - Riviera Ltd reserves to itself, its grantees, its mortgagees, its successors and assigns, such permits, licenses and easements over, under and across the Common Areas, Common Property and specifically WOODBINE TRAIL, as DECLARANT may see fit to grant, from time to time, to Schickedanz Bros - Riviera Ltd, its successors, assigns, subsequent grantees and mortgagees of the commercial lands and to third parties for the use and benefit of said 15.39 acres of land or any part thereof without charge, levy, assessment, fee or payment to the Master Association or any Owner or third party. The aforesaid reservation of rights shall include, but not be limited to, the grant of rights and easements for the benefit of said 15.39 acres of land or any part thereof to connect to any waste water collection lines, water lines, irrigation water lines and road access easements of ingress and egress.

**ARTICLE 9
ASSESSMENTS**

Section 9.01. Creation of the Lien and Personal Obligations for Assessments. The DECLARANT accepts and agrees, and each Owner of any Unit, Residential Lot, Family Dwelling unit, or Multi-Family Parcel, shall, by acceptance of a deed therefor (whether or not so expressed in any such deed or conveyance), be deemed to accept and agree to all the terms and provisions of the Declaration. Such acceptance shall obligate such Owner to pay to the Master Association: (1) annual assessments, (2) special assessments, and (3) individual assessments, all fixed, established and collected from time to time as hereinafter provided. These assessments, together with interest thereon and costs of collection (including reasonable attorney fees), shall be the personal obligation of the person who was the Owner of such real property at the time when the assessment became due and payable. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Property or any Recreational Facility or by the abandonment of the property against which the assessment was made. In the case of co-ownership of any Property subject to assessment, all of such co-Owners shall be jointly and severally liable for the entire amount of the assessment.

Section 9.02. Purpose of Annual Assessments. The annual assessments levied by the Master Association shall be used exclusively for the improvement, maintenance, enhancement and operation of the property described in Article 2, and to provide services which the Master Association is authorized or required to provide including but not limited to the services set forth in Article 5 and Article 6. Such services shall include, but not be limited to the following: the payment of taxes and insurance; construction of improvements; repair; replacement; relandscaping; payment of the costs to acquire labor, equipment, materials, management and supervision necessary to carry out its authorized functions, and for the payment of principal, interest and any other charges connected with loans made to or assumed by the Master Association for the purpose of enabling the Master Association to perform its authorized or required functions. The Master Association may, but is not required to, establish reserve funds, to be held in reserve in an interest bearing account or investments as a reserve for (a) major rehabilitation or major repairs, and (b) for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss.

Section 9.03. Initial Assessment. Commencing January 1, 1994 an annual assessment may be levied by the Master Association. There shall be no assessments prior to January 1, 1994 or until a date determined by the Board of Directors of the Master Association, whichever is later. The Board of Directors shall give notice of the initial budget and commencement of assessments at least thirty (30) days before any assessment or installment becomes due. After the date established in the immediately preceding sentence, annual assessments shall be levied and determined in accordance with Section 9.04 and 9.06 of this Article 9.

Section 9.04. Annual Budget of General Expenses. The Master Association shall prepare an annual budget not less than thirty (30) days in advance of the commencement of each calendar fiscal year. Such budget shall project the estimated total expenditures for the services and reserves (if any) set forth in Section 9.02 above for the forthcoming year. Recreational Expenses may only be included in the budget to the extent they relate to Recreational Facilities open to all Owners. No

Recreational Expenses relating to any Recreational Facility operated on a membership basis (if any) shall be contained in the budget. The Master Association shall, at the time it prepares the annual budget, prepare a schedule which sets forth the amount of the annual assessment for each Sub-Association and each Owner of property not covered by a Sub-Association.

A. Without limitation upon the DECLARANT'S controlled Board of Directors of the Master Association, after turnover of control of the Board of Directors by the DECLARANT, the Master Association shall not increase the Annual Budget of General Expenses by more than ten (10%) percent over the prior year Annual Budget of General Expenses except upon the unanimous vote of the then Board of Directors of the Master Association.

Section 9.05. Proportion of Annual Assessments by Acreage.

WOODBINE is the residential development of those Parcels of land within the Woodbine Residential Planned Unit Development Resolution that are described in Article 2.02 and those parcels of land that may be added to Article 2.02 from time to time by amendment to this Declaration. The Plat of Woodbine sets forth various Parcels of real property which may or may not be developed residentially in the future. Parcels may or may not comply uniformly with the Development Plan or Master Plan in existence or as said Development Plan/Master Plan may be amended from time to time. It is intended within the MAXIMUM POTENTIAL LANDS of Woodbine Residential Planned Unit Development Resolution that the density of residential development within each Parcel shall be at a different density for each Parcel although some Parcels may be comparable in density development. Inasmuch as the Master Association provides services to the Common Area and Common Property that serve all of the Parcels, the proportion of assessments is shared approximately by each Parcel according to the proportion that each Parcel's acreage bears to the net acreage of the residential development Parcels within WOODBINE from time to time. The Master Association shall assess each Parcel for said Parcel's approximate proportionate share of the Master Association's operating budget according to the ratio said acreage that each Parcel bears to the net acreage of the residential development Parcels within WOODBINE from time to time. Therefore, the percentage ratio of a Parcel's contribution to the operating budget of the Master Association shall change from time to time as Parcels may be added to become part of WOODBINE.

A. Each Sub-Association, in turn, shall prorate the dollar assessment of the Sub-Association's respective Parcel, equally among the Units located within said Sub-Association Parcel. Therefore, the assessment for a Unit within a Parcel that has a greater density of development per acre shall be less than the assessment of a Unit within a Parcel that has a lower density of development per acre.

B. The DECLARANT'S Units, prior to turnover of the Master Association, and DECLARANT'S Parcels, if any, (1) are not included in the computation of assessments; and (2) are expressly exempt from any Master Association assessment(s).

Section 9.06. Amount of Unit Assessments. The budgeted amount of dollars estimated to be sufficient to operate the Master Association for a calendar fiscal year

(after deduction for then anticipated subsidizing of operating funds by the DECLARANT, if the DECLARANT elects to so subsidize the funding of the operation of the Master Association) shall be assessed and computed per Parcel pursuant to the following formula:

A. The acreage of each Parcel shall be divided by the total net acreage of all Parcels whose real estate has been submitted as Property to be subject to the terms of this Declaration in Section 2.02 of the Declaration, as amended.

B. The number thereof expressed in a percentage shall then be utilized to multiply the budgeted amount of dollars estimated to operate the Master Association for the calendar fiscal year. The product of that multiplication expressed in dollars shall be divided by the number of Units in the Parcel and the resulting number expressed in dollars shall be the assessment for the Unit within that Parcel for the calendar fiscal year of the budgeted amount of dollars estimated to operate the Master Association.

C. Annual assessments with respect to all property covered by a Sub-Association shall be collected as follows:

- (i) The Master Association shall not deal directly with the Owners of the Units included within the jurisdiction of any Sub-Association except as provided in Section 12 of this Article, but shall deal with the Sub-Association through its officers.
- (ii) Each Sub-Association shall be liable to the Master Association for the entire amount of the aggregate assessment due with respect to all of the Units/Lots located within the Parcel administered by the said Sub-Association. Each Sub-Association shall budget and collect the Annual Assessments and Special Assessments as common expenses of the Sub-Association, which shall be collected from each of the Sub-Association's members as provided in the applicable Sub-Declaration.

D. The following applies to all properties of WOODBINE: If the DECLARANT amends or modifies the Development Plan, including but not limited to adding or deleting property, increasing or decreasing density of projected units, or altering the relative densities of portions of Woodbine Residential Planned Unit Development, or if the number of Units to be constructed in any area of the properties is changed by any Developer, the proportionate shares of the annual budget assessment (or any special assessments) of each of the Owners may be affected. No owner shall have any right to object to any such amendment or modification of the Development Plan on the basis that same would affect its proportionate share of the annual budget assessment (or any special assessment) and the decisions of the DECLARANT in this regard shall be final, conclusive, and non-reviewable.

Section 9.07. Special Assessments. The date of a Special Assessment shall be the date of the vote authorizing the special assessments by the majority of the Board of Directors of the Master Association.

A. Purpose. In addition to the annual assessments authorized by this Article 9, the Master Association may levy special assessments for the acquisition of any Common Property, including the payment of any mortgages thereon. The Master Association may also levy a special assessment, for the purpose of defraying, in whole or in part, the costs of any construction or reconstruction, ordinary or emergency repair of, or replacement of, capital improvements upon the Common Property including the necessary fixtures and personal property related thereto and to repay any loan made to the Master Association to enable it to perform the duties and functions authorized herein. To the extent that annual assessments are insufficient to fund the services which the Master Association is authorized or required to provide, the Master Association may levy a special assessment to cover the costs thereof.

B. Proportion and Amount. Special assessments for property Owners shall be determined as provided herein for annual assessments. In the event the special assessment pertains only to the area of a particular Parcel or Parcels, the said special assessment shall be levied only against the assessment classification group(s) located within the area of the Parcels, at the above ratios of assessment multiplied to fund the full special assessment dollar requirements. The total amount of special assessments, in any one year, may not exceed a sum equal to the amount of annual assessment for such year, except in the case of casualty loss. This provision shall be interpreted to mean that the Master Association may make in any one calendar year (1) an annual assessment as set forth in Section 9.06 of this Article, plus (2) an additional special assessment, which additional assessment considered alone, may not exceed the annual assessment within the same calendar year that the special assessment is made; and (3) any extraordinary special assessments in case of any emergencies.

C. Exemption. Schickedanz Bros - Riviera Ltd, Northern Palm Beach County Water Control District and DECLARANT are exempt as owner(s) from any and all annual assessments, special assessments and extraordinary special assessments. This is a covenant expressly bargained for between DECLARANT and Schickedanz Bros - Riviera Ltd with each Owner (and the Owner's assignees and grantees).

Section 9.08. Individual Specific Assessments. Each Owner of a Family Dwelling Unit, Residential Lot, or Multi-Family Parcel, is required to maintain its property, whether improved or unimproved, in a state of good repair at all times. This shall include, but shall not be limited to, periodic painting (or other appropriate refinishing) of all structures, the maintenance of the lawns, shrubbery and trees in a well-groomed and trim condition, and if unimproved, in an orderly and uncluttered condition. The foregoing requirements of Owner may be modified or amended by specific requirements or limitations in accordance with other covenants, conditions and restrictions of Supplemental Declarations and Sub-Declarations to which their deeds or other instruments of conveyance may be subject (whether reference thereto is made therein or not). Said Sub-Declarations may provide for certain maintenance, including but not limited to street-side yard and landscape care to be performed by a Sub-Association. In the event of the failure of such Owner(s) to maintain their property as required, the Master Association, after first giving thirty (30) days notice to such Owners, may take such steps as are necessary to remedy any defective and/or unsightly conditions to comply with requirements

imposed herein, or the Master Association may require the applicable Sub-Association to do so, or the Master Association may correct the deficiencies and require the applicable Sub-Association to pay the costs for doing so. The Owner(s) of such property shall be specifically assessed for the expense of same. Entry upon such Owners' Property for correcting of the deficiencies shall not constitute a trespass. Assessments may also be levied against Owners for any damage to Common Property, or Recreational Facilities which may be caused by Owners, their families, lessees, licensees, guests or invitees, by negligence or willful misconduct. DECLARANT and Schickedanz Bros - Riviera Ltd are exempt from any and all individual assessments. Individual assessments may be in addition to fines levied by the Master Association to enforce compliance with the provisions of the Declaration.

Section 9.09. Installment Payment of Annual Assessments. Annual assessments shall be paid annually in advance on the first day of each calendar year, or in quarterly or monthly installments as otherwise established by the Master Association, commencing with the date stated in Section 9.03 of this Article, and shall be deemed delinquent if not received by the Master Association on or before the tenth day after they become due. The due date and grace period of any special assessment under Section 9.07 hereof shall be fixed in the resolution authorizing such assessment.

Section 9.10. Duties of the Board of Directors. The Board of Directors of the Master Association shall prepare an annual budget and fix the amount of the assessment against each of the Units and Sub-Associations as provided hereinabove for each assessment period. It shall also prepare a roster of the Units, Sub-Associations, and assessments applicable thereto which shall be kept in the office of the Master Association and shall be open to inspection by any Owner during business hours. Written notice of the assessment shall thereupon be sent to each Sub-Association and to every Owner who directly pays its own assessments. The Master Association shall upon written demand at any time furnish to any Sub-Association, or Owner who pays assessments directly, a certificate in writing signed by an officer of the Master Association, setting forth whether an assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. The Master Association may charge a reasonable fee for his/her certificate if requested more than once per year by the same Sub-Association or Owner.

Section 9.11. Effect of Non-Payment of Assessment Lien.

A. Unpaid Assessments Become Lien on Property. If any assessment is not paid on or before the past-due date specified in Section 9.09 of this Article 9, then such assessment shall be deemed delinquent and shall thereupon become a charge and continuing lien, as provided below, on the Unit, Lot or Parcel and improvements thereon against which each assessment was made. Interest on the amount of the assessment, at the maximum rate allowed under law from the due date, and the cost of collection (including reasonable attorneys' fees) will be included in the amount charged against the Unit, Lot or Parcel. Said accrual shall accumulate in the continuing lien on said Unit, Lot or Parcel. The Board of Directors shall have the authority to waive (either on a case by case basis or prospectively) interest which may become due under this section in order to save bookkeeping costs if the Board finds it in the best interest of the Master Association to do so.

B. Personal Obligation. Assessments shall be personal obligations of the following:

(1) **Non-Sub-Association Property.** Each Owner of a Unit, Lot or Parcel not covered by a Sub-Association (such as a Developer who has not yet established a Sub-Association) shall be personally liable for all assessments made against said Unit, Lot or Parcel, which liability will survive even after said Owner has transferred title to said Unit, Lot or Parcel subject to the assessment. Each Owner acquiring such Unit, Lot or Parcel shall become personally liable for all unpaid assessments against such Unit, Lot or Parcel.

(2) **Owner Liability.** Each Owner of a Unit, Lot or Parcel covered by a Sub-Association shall remain personally liable for all assessments against its Unit, Lot or Parcel, which liability will survive even after it has transferred title to the Unit, Lot or Parcel subject to the assessment.

(3) **Sub-Association Liability.** Each Sub-Association shall be liable to the Master Association for the aggregate assessment against all of the Units, Lots or Parcel(s) covered by said Sub-Association. Notwithstanding the foregoing provision, the Master Association may seek payment of any assessment directly from an Owner if in the Master Association's sole judgment, the Sub-Association fails to timely fulfill said Sub-Association's collection and payment obligations.

(4) **Sub-Association Member Liability.** Each member of a Sub-Association shall be severally liable for its prorata share of any assessment against its Sub-Association. Any member of a Sub-Association may discharge his/her liability provided in this paragraph by paying his/her prorata share of the assessment directly to the Master Association. The provisions of this paragraph shall not apply unless and until any assessment against a Sub-Association becomes delinquent and the Master Association opts to enforce same against the Sub-Association's members. The term "prorata share," for the purposes of this section only, means the prorata share of any assessment according to the Sub-Declaration applicable to the applicable property.

C. Property Subject to Lien. Units, Lots or Parcels and improvements which are subject to lien for delinquent assessments are:

(1) Units, Lots or Parcels and improvements subject to any assessment which are not covered by a Sub-Association (that is, proposed units of development or Parcels owned by a Developer who has not yet established a Sub-Association) are subject to lien for delinquent assessments made against such Parcels or improvements.

(2) Properties and improvements owned by or dedicated to the use of a Sub-Association, including its own recreational facilities and common areas, are subject to lien for delinquent assessments owned by the Sub-Association to the Master Association (both annual and special assessments for the Units, Lots, and Parcels covered by said Sub-

Association, and individual assessments against the Sub-Association for work performed by the Master Association because the Sub-Association was not fulfilling its maintenance responsibilities).

(3) Individual Units and Lots owned by the members of a Sub-Association which is delinquent in paying assessments. Such lien may be released as provided in paragraph B(3) of this Section.

(4) Individual Units and Lots belonging to any Owner who fails to pay any individual assessment against such Units and Lots.

(5) Said liens shall be evidenced by a Master Association Claim of Lien filed in the Public Records. The Claim of Lien shall be effective from the time of recording in the Public Records. Such liens shall be subordinate to the lien of any mortgage or other liens recorded in the Public Records prior to the time of the recording of the Claim of Lien by the Master Association, but shall be superior to the rights of all persons arising under conveyances, mortgages, and other liens occurring in time after the recording date of such Claim of Lien in the Public Records.

(6) Inasmuch as Schickedanz Bros - Riviera Ltd, Northern Palm Beach County Water Control District and DECLARANT are exempt from all assessments, the Master Association shall have no authority to execute a Claim a Lien or file a Claim of Lien in the Public Records against Units, Lots, or Parcels or any other lands owned by Schickedanz Bros - Riviera Ltd or DECLARANT, nor to execute a Claim of Lien or file a Claim of Lien in the Public Records against Tracts or Easements owned by Northern Palm Beach County Water Control District. Any such Claim of Lien whether recorded in the Public Records or not against Northern Palm Beach County Water Control District, DECLARANT or Schickedanz Bros -Riviera Ltd shall be null and void.

Section 9.12. Remedies. If any assessment is not paid when due or within any applicable grace period, or with thirty (30) days, if there is no applicable grace period, the Master Association may bring an action at law against any Owner or person personally obligated to pay the same and/or an action in equity to foreclose a lien against the subject property. Such foreclosure shall be prosecuted as is provided by law in cases of mortgage foreclosures and/or lien foreclosures. The Master Association may bid at any sale held pursuant to such foreclosure and apply as a cash credit against its bid all sums due the Master Association covered by the Claim of Lien being enforced. The Board of Directors may settle and compromise said lien if in the judgment of the majority of the Board of Directors it is in the best interest of the Master Association to do so. In any civil action brought hereunder, the Master Association shall be entitled to judgement for the amount of the unpaid assessment, interest at the same rate of interest at which Florida court judgments then accrue interest, costs, and reasonable attorney fees if the Master Association is the prevailing party.

Section 9.13. Subordination of the Lien of the Master Association to Mortgages. Where a Person obtains title to a Unit, Lot or Parcel as a result of foreclosure of a first mortgage or where the holder of a first mortgage accepts a deed in lieu of

foreclosure of its first mortgage, such acquirer of title and his/her heirs, successors or assigns, shall not be liable for the unpaid assessment (including the Claim of Lien) of any assessment pertaining to a Unit, Lot or Parcel so acquired which became due prior to the acquisition of title. Such property shall be free of any lien (including the Claim of Lien) for such assessment; provided however, that the extinguishment of the lien (including the Claim of Lien) against a Unit, Lot or Parcel shall not relieve the original Owner from its personal liability to the Master Association for such unpaid assessments. Any assessment not collected because of the foregoing provisions or otherwise found by the Board of Directors to be uncollectible shall be collectible as additional common expenses from all Unit/Owners subject to the same type of assessment.

Section 9.14. Exempt Property. The following property and personalty shall be exempt from assessments and exempt from Claims of Lien under this Declaration:

- A. Utility easements or dedicated public roadways;
- B. All Common Property; and
- C. All property owned by Schickedanz Bros - Riviera Ltd and DECLARANT.
- D. All Tracts, property (if any) and easements (if any) owned by, dedicated to or titled in Northern Palm Beach County Water Control District.

Section 9.15. Annual Statements. As soon as practical after the close of the fiscal year of the Master Association, the Master Association shall cause an unaudited financial statement to be prepared by its accountant or bookkeeper. Such statement shall show the assets and liabilities of the Master Association at the close of such fiscal year, and the statement of revenues, costs and expenses. Such financial statements shall be available for inspection by the Sub-Associations, any Member of the Master Association, and any holder, insurer, or guarantor of any first mortgage encumbering any real property part of the Properties, at the offices of the Master Association. Any one or more of the foregoing may, at their own prepaid expense to be shared as they may see fit among themselves, cause the books and records of the Master Association to be examined, and a financial statement to be prepared, by an independent certified public accountant. Such statement shall be made available for examination to all Directors of the Master Association and to anyone contributing to the cost of such audit.

**ARTICLE 10
ARCHITECTURAL AND DEVELOPMENTAL CONTROL
BY MASTER ASSOCIATION**

Section 10.01. Architectural Review Committee. There is hereby established an Architectural Review Committee ("ARC") with the following duties, powers and responsibilities.

- A. **Members.** Initially, the ARC shall consist of three (3) persons designated by the DECLARANT who shall hold office at the pleasure of the DECLARANT. The DECLARANT shall determine which member of the ARC shall serve as its chairperson. At such time as DECLARANT no longer owns any property within WOODBINE or earlier as DECLARANT may decide, the DECLARANT shall

assign to the Master Association the rights, powers, duties and obligations of the ARC, whereupon the Board of Directors of the Master Association shall appoint the members of the ARC, shall provide for the terms of the members of the ARC, and shall determine which member of the ARC shall serve as its chairperson.

B. Powers. The ARC shall have the right of specific approval or veto of all architectural and landscaping aspects of any improvement, development of individual units or buildings as well as the general plan for development of any individual lot or subdivision, tract or parcel of land within WOODBINE. The ARC may, in its sole discretion, impose standards on said architectural and landscaping aspects and general plans for development which standards are greater or more stringent than standards prescribed in applicable building, zoning or other local governmental codes.

C. Standards. The ARC is empowered to publish or modify from time to time, design and development standards for WOODBINE. The ARC may delegate any of its functions and powers to a Sub-Association or Sub-ARC of said Sub-Association which enacts and enforces architectural review standards at least as stringent as set forth herein.

D. Application. No building, sign, outdoor lighting, fence, hedge, wall, walk, dock, or other structure or planting shall be constructed, erected, removed, planted or maintained, nor shall any addition to or any change or alteration to such be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme and the location of same shall have been submitted to and approved in writing by the ARC. As part of the application process, two (2) complete sets of plans and specifications prepared by an architect, landscape architect, engineer or other person found to be qualified by the ARC shall be submitted for approval by written application on such forms as may be provided or required by the ARC.

E. Additional Information. If the ARC deems information submitted to it incomplete or insufficient in any manner, it may request and require the submission of additional or supplemental information.

F. Sole Discretion. The ARC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in its sole discretion, for aesthetic or any other reasons, provided such approval is not unreasonably withhold. In approving or disapproving such plans and applications, the ARC shall consider the suitability of the proposed building, improvements, structure or landscaping and materials of which the same are to be built, the site upon which it is proposed to be erected, the harmony thereof with the surrounding area in the opinion of the ARC and the effect thereof on adjacent or neighboring property in the opinion of the ARC.

G. Time Frame. Unless specifically excepted by the ARC, all improvements for which approval of the ARC is required under this Declaration shall be completed within a reasonable time from the date of commencement of said improvements or within the time set by the ARC in the event that the approval is so conditioned.

H. Non-Action by ARC. In the event the ARC shall fail to approve or disapprove any plans and specifications submitted in final and completed form within thirty (30) days after written request for approval or disapproval is delivered to the ARC by the Owner, then such approval of the ARC shall not be required. However, no building or other structure shall be erected or shall be allowed to remain if built in violation of this Declaration or any Sub-Declaration, or which violates any applicable zoning or building ordinance or regulation.

I. Inspection Rights. The ARC specifically has the right of entry and inspection upon any of the Properties. Such inspection shall be to determine whether any improvement violates the terms of any approval by the ARC, the terms of this Declaration, or any Supplemental or Sub-Declaration or any covenant, condition, or restrictions to which its deed or other instrument of conveyance makes reference. The ARC is specifically empowered, acting in the name of the Master Association, to enforce the provisions of this Declaration and all Supplements and Sub-Declarations by any legal or equitable remedy. In the event it becomes necessary to resort to litigation to determine the propriety of any constructed improvement, or to remove any unapproved improvements, the Master Association shall be entitled to recovery of all court costs, expenses, and reasonable attorney fees in connection therewith. The Master Association shall indemnify and hold harmless the ARC and each of its members from all costs, expense, and liabilities including attorney fees incurred by virtue of any member of the ARC's service as a member of the ARC. All costs, expenses, and attorney fees of the ARC, including those incurred in connection with its enforcement or powers provided herein, shall be borne by the Master Association. Nothing herein shall be deemed to negate the Master Association's right to an award of its and the ARC's reasonable attorney fees and costs if it is the prevailing party in any administrative or judicial proceeding. Any or all of the foregoing functions may be delegated by the Master Association to any Sub-Association.

J. Written Consent. Wherever the written consent of the ARC shall be required, the chairperson of the ARC shall be authorized to execute and acknowledge instruments manifesting said consent, after approval by the ARC.

Section 10.02. Approval of Supplemental Declarations and Sub-Declarations. No Supplemental Declaration or Sub-Declaration may be recorded in the Public Records of Palm Beach County by any person, nor shall same have any legal or equitable affect or validity, nor shall any Sub-Association be created, unless it has been approved as provided in this Section. Such approval shall be evidenced by the affixing of a certificate of approval or consent executed by the holder of the right of approval as provided below to the Supplemental Declaration or the Sub-Declaration and the recording of said certificate with the Supplemental Declaration or Sub-Declaration in the Public Records of Palm Beach County.

A. Right of Approval. The right of approval provided in this Section 10.02 shall be held by the DECLARANT for as long as the DECLARANT owns any portion of the Properties or until the DECLARANT surrenders its right of approval to the Master Association whichever is the last to occur. Thereafter, the Master Association, acting through the ARC, shall hold the said right of

approval. The DECLARANT, the ARC and the Master Association shall incur no liability to any person for withholding approval or consent to the recording of any Supplemental or Sub-Declaration.

B. Deed Restrictions. No person may attempt to avoid the requirement of approval set forth in this section by including "deed restrictions" or conditions in any deed or instrument of conveyance and all such attempted restrictions and conditions unless approved as herein provided, are hereby declared null and void.

C. Purpose. The purpose of the provisions of this Section is to ensure that the Properties are developed through a uniform plan of development; subject however, to the Woodbine Residential Planned Unit Development Resolution, as amended from time to time, and further, subject however, to the Development Plan, as amended from time to time. The provisions of this section shall apply to all persons owning any of the Properties, including but not limited to developers and builders acquiring title from the DECLARANT. The DECLARANT, as the author of the original uniform plan of development, may revise, amend and alter said plan from time to time as required at the sole discretion of the DECLARANT.

D. Opinion Letter. At the time any developer submits to the DECLARANT a set of Sub-Declarations, articles of incorporation, by-laws, and, if applicable, initial rules and regulations, the developer shall also submit an opinion letter of an attorney licensed to practice law in this state addressed to the DECLARANT opining that, except as expressly stated in the opinion letter, the proposed documents comply with each of the Declaration's then current requirements for such documents.

E. Approval Required. No improvements shall be commenced on any portion of the Properties by any Developer until the Sub-Declaration, Articles of Incorporation and By-Laws of the Sub-Association for said portion of the Properties shall have been approved as provided in this section.

Section 10.03. DECLARANT Exempt. The DECLARANT and SCHICKEDANZ BROS - RIVIERA LTD are exempt from the provisions of Article 10. This is a covenant expressly bargained for between DECLARANT and Schickedanz Bros - Riviera Ltd with each Owner (and the Owner's assigns and grantee).

**ARTICLE 11
INSTRUMENT OF CONVEYANCE**

Section 11.01. Declaration Covenant Running with Properties. Subsequent to the recording of this Declaration in the Public Records, each and every conveyance of any portion or all of the Properties shall be subject to the covenants, conditions, and restrictions hereof. Such instrument of said conveyance shall recite the Official Records Book and page numbers where this Declaration is recorded in the Public Records. The Declaration shall be covenants running with the land and be binding upon the land, Properties and the owners thereof and their successors, designees, grantees, and assigns. The provisions of this article shall apply to all Supplemental or Sub-Declarations which cover portions of the Properties conveyed in particular

instruments of conveyance. In the event an instrument of conveyance is given or recorded without the information required by this article, such information shall be deemed constructively included therein.

Section 11.02. Copy to Master Association. Each new owner, upon taking title to a Unit, Lot or Parcel shall provide the Master Association with a true copy of the instrument of conveyance or transfer as said instrument was recorded in the Public Records.

Section 11.03. Notice to Master Association of Lease. Each Owner shall provide the Master Association with a written notice of Owner entering into a lease of a Unit within three (3) days of Owner entering into the lease agreement. The written notice shall contain the name(s) of the tenant(s) and said notice shall contain the statement, "Tenant has been provided with a copy of the Declaration of Covenants, Conditions and Restrictions of WOODBINE and the current Master Association Rules and Regulations."

**ARTICLE 12
USE RESTRICTIONS**

Section 12.01. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited or placed outside of Unit except as permitted by the Master Association. The requirements from time to time of the applicable governmental authority, trash collection company or the Master Association (which may, but shall not be required, to provide solid waste removal services) for disposal or collection of waste shall be complied with by Owners and their guests or invitees. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All equipment for the storage and disposal of solid waste shall be maintained within the structure of the units pursuant to Rules and Regulations adopted by the Master Association from time to time. All solid waste shall be placed in containers which shall comply with the standards adopted by the Master Association (or the ARC) for such containers. The ARC in its sole discretion may designate a standard style and type for containers. Garbage and trash to be removed must be placed at curbside or other designated location no earlier than 6:00 p.m. the evening before collection and such containers must be removed from the designated pickup location as soon after the pickup as is practicable, but in no event by later than 6:00 p.m. on the day of collection.

Section 12.02. Temporary Structures. No temporary or permanent utility or storage shed, building, tent, structure, game structure, play structure, sport structure or improvement shall be constructed, erected or maintained on any Unit, Lot or Parcel without the prior approval of the ARC.

Section 12.03. Exterior Surfaces. An Owner or occupant shall not cause anything, including, but not limited to, lighting fixtures, banners, or signs to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Units.

Section 12.04. Unit Air Conditioners and Reflective Materials. No air conditioning units may be mounted through windows or walls. No building shall have any aluminum foil placed in any window or glass door or any reflective substance or other

materials (except standard decorative window treatments) placed on any glass, except such as may be approved by the ARC for energy conservation purposes.

Section 12.05. Water Activities. There shall be no swimming nor operation of any boats in any of the lakes, ponds, or retention areas within the Properties. There shall be no removal of water, no discharge of any materials or water, no removal or interference with aquatic vegetation and no alteration of the banks or shoreline of any lake, pond or retention area within the Properties, provided, however, the foregoing restrictions of this sentence shall not apply to the Master Association or activities specifically authorized by the Master Association.

Section 12.06. Vehicle Parking and Storage. No pickup vehicles, no boats, no trailers, no campers (habitable motor vehicles), no camper trailers, no motorcycles, no vans (except passenger vans having installed side windows and having full permanent seating capacity for at least five (5) passengers, including the driver) and no commercial vehicles (printing or advertising on exterior surfaces or visible from the exterior) shall be parked or stored on Units, Lots or Parcels, or within the Common Areas, unless the aforesaid prohibited machine is parked/stored within an enclosed garage. No vehicles of any nature shall be parked on any portion of the Properties except that vehicles may be parked only on a paved, concrete, paver block parking area and within an enclosed garage. No vehicles, including service vehicles, shall be permitted to park on streets or roads overnight between the hours of 12:01 a.m. and 7:00 a.m. Any vehicle driven, parked or stored on any portion of the Properties shall have a valid, current registration and license plate and be capable of being driven at any time. No vehicle repairs or maintenance shall be allowed on any area of the Properties.

Section 12.07. Authority to Tow. To honor the foregoing limitations set forth in Section 12.06, each owner covenants that the number of approved vehicles parking on any Unit or Lot shall be expressly limited to the number of paved parking places existing on said Unit or Lot together with the number of enclosed garage spaces that are clear of personal property to accept a parked vehicle within said garage. The Master Association is expressly granted the authority to remove and tow, at the Unit Owner's expense, any vehicle which exists or any vehicle which is parked in violation of the Use Restrictions of this Declaration. This right is granted by Owner to the Master Association as to any vehicle or machine owned/leased by Owner, or owned/leased by Owner's family, guests and agents. The vehicle or machine may be removed/towed to an impound area of the Master Association or to the storage yard of any tow truck operator. In the event the Owner fails to pay the expense of the vehicle/machine removal and towing within ten (10) days of mailing of the invoice, the invoice amount shall be an Individual Assessment against the Owner enforceable pursuant to the procedures set forth in Article 9 of this Declaration.

Section 12.08. Signs. No signs, except as approved by the ARC or DECLARANT, including the color thereof, shall be placed, erected or displayed on any Unit, Lot or Parcel.

Section 12.09. Commercial Use. No trade, business or any commercial use shall be conducted in or from any Unit.

Section 12.10. Unit Maintenance. All Units shall be kept in a clean and sanitary manner and no rubbish, refuse or garbage will be allowed to accumulate, or any fire

hazard allowed to exist. All Units shall be maintained in first class condition. The roof, gutters (if any), windows, window frames, facia, stucco, exterior surface of buildings and doors shall be maintained by the Owner of the Unit. The ARC shall approve in writing the change of the exterior color(s) of the exterior of a Unit in writing before the exterior color of any Unit may be changed.

Section 12.11. Pets. Owners may maintain two (2) household pets. All pets shall be maintained indoors or maintained within walled enclosures. No reptiles, no poultry, no wild animals of any kind shall be raised, bred or kept at any time on any Lot or within any Unit. No pet(s) shall be bred or maintained for any commercial purpose. Pets shall be subject to these use restrictions and to the rules and regulations adopted by the Board of Directors of the Master Association, as amended from time to time. Nothing contained herein shall prohibit the keeping of cats or fish or domestic (household type) birds, provided said pets are maintained indoors. Any pet that becomes a source of unreasonable annoyance to neighbors or other Owners due to barking or location of the pets' voiding shall be subject to the authority of the Board of Directors to remove the pet from WOODBINE. Owner acknowledges the Board of Directors' authority to impose fines upon the Owner of a pet and/or to require the Owner to remove any pet(s) from any Lot or Unit if said pet, in the sole opinion of the Board of Directors, has caused an unreasonable source of annoyance to any Owner(s) or caused damages to the Common Area.

Section 12.12. Walking of Pets. No pets shall be unleashed in WOODBINE. All pets shall be walked on a leash. No Owner shall permit any pet to void excrement or to defecate on any Lot or Unit, other than said pet Owner's Lot or said pet Owner's Unit. Owners shall remove any excrement from any outside area. The Owner of a pet shall be responsible to remove any pet excrement from any Common Area or Common Property. No Owner shall walk any pet upon any Recreational Tract at WOODBINE. No Owner shall allow any pet to void excrement or defecate upon any area of a Recreational Tract.

Section 12.13. Peaceful Enjoyment of Property. No nuisance, nor any use or practice that is a source of annoyance to other Owners, nor any use or practice that interferes with the peaceful possession and proper use of Units by residents of the Properties shall be allowed upon any Unit or Common Area.

Section 12.14. Noise. No Owner shall knowingly or wilfully make, create or allow to be made or created by its guests, lessees or invitees, any unnecessary, excessive or offensive noise or disturbance which destroys or interferes with the peace, quiet, and/or comfort of the Owners or other residents of the Property.

Section 12.15. Lawful Use. No improper, offensive or unlawful use shall be made of any Unit or Common Area and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

Section 12.16. Residential Use. Each Unit is restricted to residential use as a single family residence by the Owner or Owners thereof, their lessees, immediate families, guests and invitees. No rooms may be rented. No boarders may be kept.

Section 12.17. Exterior Antennas, etc. No exterior antennas, satellite dishes or similar equipment shall be permitted on any Unit, Lot or Parcel or improvement thereon, unless totally enclosed within a home or screened from view in a manner

acceptable to the ARC. Antennas, satellite dishes and similar equipment may be installed if approved by the ARC (subject to such conditions and requirements as it may impose from time to time).

Section 12.18. Renewable Resource Devices. Nothing in this Declaration shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, that same shall be installed only with the prior written consent of the ARC and in accordance with the standards adopted from time to time by the ARC and its Sub-Association counterparts. Such standards shall be reasonably calculated to maintain the aesthetic appearance of the Units.

Section 12.19. DECLARANT's Sales. No Owner, no Committee, no ARC, and no Sub-Association (including the families, guests, lessees or employees of any of the above) shall interfere with the DECLARANT's completion and sale of Units, Lots, Tracts or other property.

Section 12.20. Drying. No clothes, linens, or the like, shall be hung on clothes lines or in any other manner, outside of a Unit such that the same is visible from any street.

Section 12.21. Fences and Walls. No fence or wall shall be constructed without the prior written approval of the ARC. No fence constructed of wood shall be constructed. The composition, location, color, design, structure and height of any fence or wall proposed to be constructed on any Unit, Lot or Parcel is subject to the written approval of the ARC. The ARC may establish fence and wall standards, which standards may restrict the color and material of any fence or wall.

Section 12.22. Oil and Mining Operation. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or within the Properties, nor on dedicated areas, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or within the Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to this Declaration. Notwithstanding anything to the contrary in the foregoing, the Master Association may place oil, gasoline or other storage tanks on the Property, if it deems them necessary provided the located of said tanks is not upon any Tract or easement dedicated to, owned by or titled in Northern Palm Beach County Water Control District. Such oil or other storage tanks shall be subject to the written approval of the ARC and as otherwise required by applicable law, rule or regulation.

Section 12.23. Visibility at Intersections. No Owner, its guests, lessees, or invitees may cause or permit obstructions to visibility at street intersections or Common Area intersections. The Master Association has the authority to trim and remove foliage as the Master Association shall deem necessary.

Section 12.24. Trees, Shrubs and Artificial Vegetation. No tree or shrub may be cut down, destroyed or removed from any Unit, Lot, Parcel, Common Area, or Common Property without the prior, express written consent of the ARC. No artificial grass, plants or other artificial vegetation, or statues, sculpture, or sculptural landscape decor, shall be placed or maintained upon the exterior portion

of any Unit, Lot or Parcel without the prior, express written consent of the ARC. In the event any tree, shrub or other vegetation is destroyed by winds, fire, frost, freeze or other natural or artificial action, the Owner of the Unit, Lot or Parcel upon which such tree, shrub or vegetation is located shall be responsible to replace the same with a tree, shrub or vegetation of similar type and kind with the prior consent of the ARC. If the Owner fails to replace the destroyed vegetation within sixty (60) days of the destruction, the Sub-Association may replace the vegetation at Owner's expense.

Section 12.25. Irrigation. Irrigation from lakes and other water bodies within the Properties or by wells shall be permitted only upon the written approval of the ARC, permit issued by Northern Palm Beach County Water Control District, and written approval of any governmental agency having jurisdiction thereof. No individual water supply system or individual sewage disposal system shall be installed, maintained or used on any Lot, Tract, or Parcel unless approved in writing by the ARC, all such approvals shall be in the sole discretion of the ARC.

Section 12.26. Exterior Lighting and Skylights. All exterior lighting and skylights shall be subject to prior written approval by the ARC before installation.

Section 12.27. Mailboxes. No mailbox, newspaper box or rack or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on any Unit, Lot or Parcel without the approval of the ARC as to style, size, color, installation and location. The ARC, in its sole discretion, may designate a standard style and type of mailbox. If and when the United States Postal Service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to Units, each Owner, on the request of the ARC, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to Units. The Master Association is expressly authorized to remove any rack or receptacle in violation of this section.

Section 12.28. Utility Connections. Permanent building connections for all utilities installed after the date hereof, including, but not limited to, water, sewer, gas, electricity, telephone, cable 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. The foregoing shall not apply, however, to transmission lines, transformers and other equipment installed by public utility companies in easement areas which are the object of an express easement instrument.

Section 12.29. Operation of Motor Vehicles. No motorized or battery powered vehicles may be operated off of paved roadways and drives except as specifically approved in writing by the Master Association. Northern Palm Beach County Water Control District is exempt from this limitation in the event of emergencies and in the normal carrying out of its maintenance, if any, of the facilities (if any) dedicated to, owned by or titled in Northern Palm Beach County Water Control District. "All Terrain Vehicles" ("ATVs") are prohibited from being used, driven or stored on any portion of the Properties, except they may be stored within an enclosed garage. Off-Street Motor Vehicles operated by the DECLARANT, or the Master Association, or their contractors, subcontractors or designees, are exempt from this Section. All motorized vehicles operated on the Properties, whether on or off paved roadways and drives, must be operated by a driver with a current valid driver's license and such driver must have comprehensive liability insurance covering such vehicle in an

amount to be determined from time to time by the Master Association. The Master Association may request the owner of the vehicle to provide proof of such liability insurance in a form reasonably satisfactory to the Association.

Section 12.30. Storage and Meter Areas. All storage areas of any kind upon any Unit, Lot or Parcel, and all meters and similar areas located upon any Unit, Lot or Parcel, shall be completely screened from view from the exterior of the Unit, Lot or Parcel by a wall, fence or mature landscaping material in a manner acceptable to the ARC.

Section 12.31. Rental and Leasing. The Board of Directors of the Master Association shall have the right, but not the obligation, to adopt rules and regulations governing the rental or leasing of Units and Lots within the Properties including, without limitation, establishing minimum lengths for the terms of rentals or leases and limits upon the frequency of rentals or leases. The rules and regulations governing rentals or leases may vary between specific residential areas of the Properties and/or on the basis of building types (single family, condominium, etc.) as the Board of Directors of the Master Association, in its sole discretion, deems appropriate. Such rules and regulations need not be approved by the Members of the Master Association nor recorded.

Section 12.32. Bicycle Storage. Bicycles and similar devices shall be stored only within Units, including enclosed garages. In the event bicycles or similar devices are not stored within a Unit overnight, they may be impounded by the Master Association and shall be released to the Owner only upon payment of an administrative fee established by the Master Association. Such an administrative fee shall be an Individual Assessment enforceable pursuant to the procedures set forth in Article 9 of this Declaration or a fine pursuant to Article 13 of this Declaration. The DECLARANT and the Master Association shall have the right but not the obligation, to impound and store bicycles or similar devices and, after sixty (60) days of storage dispose of same by auction or by donation to a charity or charitable use. DECLARANT, the Master Association, their respective employees, officers, directors and designees shall have no liability for damage to or loss of bicycles while impounded or in the event of disposal of bicycles or similar devices.

Section 12.33. Sub-Associations. All of the restrictions, requirements and obligations set forth in this Article shall apply to all Sub-Associations, if and when such Sub-Associations come into existence, and to their common areas, common elements (and all improvements thereto) and their uses of all or any portions of the Properties. Accordingly, as applied to a Sub-Association, the term Owner as used in this Article shall be deemed to include the Sub-Association (even if it does not hold legal title to its common areas or common property). The terms Unit, Lot and Parcel, only for the purpose of application of this Article, shall be deemed to include a Sub-Association's common areas or common elements (and all improvements thereto) and references to activities or practices of Owners shall be deemed to include activities or practices of the Sub-Association (regardless of where same occur. The Master Association has the power and authority to delegate to any Sub-Association any of the power, authority or obligations conferred to it by this Article.

Section 12.34. Garages. Garages shall be used only for the storage and parking of automobiles and shall not be permanently enclosed or converted to other uses.

Section 12.35. Hazardous Waste. No flammable, toxic or hazardous substance of any type may be stored or kept on any Unit, Lot or Parcel, or discharged therefrom by an Owner in violation of any law, rule or regulation. Each Owner hereby indemnifies and holds harmless, Northern Palm Beach County Water Control District, Schickedanz Bros - Riviera Ltd, the DECLARANT, their partners, officers, directors, employees and agents, and the Master Association, its Officers, Directors, employees and agents from and against any and all claims, damages or losses of any kind that may be imposed upon or asserted against them arising out of or from any hazardous substance kept, stored or used upon any Unit, Lot or Parcel. This indemnification shall survive the sale by an Owner of his/her Unit, Lot or Parcel.

Section 12.36. Hunting. Hunting by firearm, bow and arrow, or in any other manner shall be and is expressly prohibited on or within the Properties or any portion thereof.

Section 12.37. Northern Palm Beach County Water Control District, Schickedanz Bros - Riviera Ltd and DECLARANT Exemption. The above restrictions set forth in this Article shall not apply to Northern Palm Beach County Water Control District, Schickedanz Bros - Riviera Ltd, DECLARANT or their agents, employees, successors or DECLARANT assigns during the period of construction and sales of the Properties. Northern Palm Beach County Water Control District, Schickedanz Bros - Riviera Ltd, and DECLARANT are specifically exempt from all Use Restrictions of Article 12.

Section 12.38. Additional Use Restrictions. The Board of Directors of the Master Association may adopt such additional rules or regulations, applicable to all or any portion or portions of the Properties and to waive or modify application of the foregoing use restrictions with respect to any Unit, Lot, Tract or Parcel, as the Board, in its sole discretion, deems appropriate. A waiver or lack of enforcement of one or more restrictions shall not be construed as a waiver of all similar restrictions in future situations. The Master Association shall have full enforcement rights notwithstanding any prior waiver. The DECLARANT may, so long as DECLARANT owns any Unit in WOODBINE, amend the Use Restrictions or add additional Use Restrictions. Any additional restrictions shall be recorded among the Public Records by amendment to the Declaration executed only by DECLARANT.

ARTICLE 13 COMPLIANCE AND ENFORCEMENT

Section 13.01. Compliance by Owners. Every Owner and Sub-Association and its tenants, guests, invitees, officers, employees, contractors, subcontractors and agents shall comply with any and all rules and regulations adopted by the Master Association as contemplated herein as well as the covenants, conditions and restrictions of this Declaration, including the Use Restrictions.

Section 13.02. Enforcement. Failure to comply with the Use Restrictions or any of such rules or regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums for damages, injunctive relief, or any combination thereof.

Section 13.03. Fines. In addition to all other remedies and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Master Association, a fine or fines may be imposed upon an Owner or Sub-Association for failure of an Owner, Sub-Association or any of the other parties described in Section 13.01 above to comply with this Declaration, the Use Restrictions, or with any rule or regulation, provided the following procedures are adhered to:

A. Notice. The Master Association, by any officer, shall notify in writing the Owner or Sub-Association of the infraction or infractions in accordance with the provisions of the By-Laws. Included in the notice shall be the date and time of a special meeting of the Board of Directors acting as the Tribunal at which time the Owner or Sub-Association shall present reasons why fines should not be imposed.

B. Hearing. The non-compliance shall be presented to the Board of Directors acting as the Tribunal after which the Board of Directors shall hear reasons why a fine should not be imposed. The hearing shall be conducted in accordance with the provisions of the By-Laws. A written decision of the Board of Directors shall be submitted to the Owner or Sub-Association by not later than twenty-one (21) days after the Board of Directors' meeting. The Owner or Sub-Association shall have a right to be represented by counsel and to cross-examine witnesses. If the impartiality of the Board is questioned by the Owner or Sub-Association, the Board shall appoint three (3) impartial Members to act as a Tribunal which shall perform the functions described in this paragraph.

C. Amounts of Fines. The Board of Directors (if its or such Tribunal's findings are made against the Owner or Sub-Association) may impose Individual Assessments against the Improved Residential Lot owned by the Owner or Sub-Association as follows:

(1) First non-compliance or violation: an Individual Assessment fine not in excess of One Hundred (\$100.00) Dollars.

(2) Second non-compliance or violation: an Individual Assessment fine not in excess of Five Hundred (\$500.00) Dollars.

(3) Third and subsequent non-compliance or violation or violations which are of a continuing nature: an Individual Assessment fine not in excess of One Thousand (\$1,000.00) Dollars.

D. Payment of Fines. Individual Assessment fines shall be paid not later than five (5) days after notice of the imposition of the assessment.

E. Collection of Fines. As to Owners, fines shall be treated as an Individual Assessment subject to the provisions for the collection of Assessments as set forth in Article 9. As to Sub-Associations, the Master Association may take any available legal or equitable action necessary to collect fine assessments.

F. Application of Fines. All monies received from fines shall be allocated as directed by the Board of Directors.

G. Non-exclusive Remedy. These Individual Assessment fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Master Association may be otherwise legally entitled; however, any Individual Assessment fine paid by the offending Owner or Sub-Association shall be deducted from or offset against any damages which the Master Association may otherwise be entitled to recover by law from such Owner or Sub-Association.

**ARTICLE 14
GENERAL PROVISIONS
INCLUDING AMENDMENT OF DECLARATION**

Section 14.01. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Master Association, the DECLARANT, any Sub-Association and any Owner, their respective legal representatives, heirs, successor, and assigns from the date this Declaration is recorded until this Declaration is terminated. For the purposes of this Article 14 only, the Unit Owners as Members of the Master Association are given the right to vote, one vote per Unit. This Declaration may be terminated only at a meeting of the Members, after giving to each Member at least forty-five (45) days written notice in advance of said meeting that termination will be considered; upon the affirmative vote of two-thirds (2/3rds) of the votes cast by Members present and voting; with the written consent (in recordable form) of Institutional Mortgagees holding first mortgages securing two-thirds (2/3rds) of the aggregate outstanding dollar balance of all mortgages encumbering the Properties; and with the written consent (in recordable form) of Northern Palm Beach County Water Control District.

A. Notwithstanding the foregoing, no termination may be effective prior to December 31, 2005, without the consent of the DECLARANT.

B. In the event that the Master Association votes to terminate this Declaration, the President and Secretary of the Master Association shall execute a certificate which shall set forth the resolution of termination specifying the date of the meeting of the Master Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of the Master Association, the total number of votes required to constitute a quorum at a meeting of the Master Association, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate and all the required consents of mortgagees shall be recorded in the Official Records of Palm Beach County, Florida and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

C. Should this Declaration be terminated as provided for herein, all Common Property and Recreational Facilities owned or held by the Master Association at such time shall be transferred to a trustee appointed by the Circuit Court of Palm Beach County, Florida, which trustee may sell the Common Property and Recreational Facilities free and clear of the limitations imposed hereby upon terms established by the Circuit Court of Palm Beach County, Florida.

The proceeds of such a sale shall first be used for the payment of any debts of obligations constituting a lien on the Common Property or Recreational Facilities, then for the payment of any obligations incurred by the trustee in the operation, maintenance, repair, and upkeep of the Common Property or Recreational Facilities. The excess of proceeds, if any, from Common Property and Recreational Facilities shall be distributed among property Owners in a proportion which is equal to the proportionate share of such Owners in the annual budget. Where the portion of the Properties owned by any Owner is encumbered by a mortgage, the distribution attributable to said portion of the Properties shall be applied as provided in said mortgage either as specifically provided therein or as provided in cases of condemnation awards. Notwithstanding the foregoing, should this Declaration be terminated as provided for herein, said Trustees shall dedicate an easement, to an appropriate agency or public utility, for the operation and maintenance responsibility of the Master Association for the surface water management system as provided for herein. If the dedication is refused, an easement for the operation and maintenance responsibility of the Master Association for the surface water management system shall be dedicated to any non-profit corporation, association, trust or other similar organization. No provision of this subsection (C) shall supersede or diminish any rights held by Northern Palm Beach County Water Control District.

Section 14.02. Amendments by DIRECTORS. The Board of Directors of the Master Association may amend this Declaration at any time. Amendment requires the affirmative written approval of Three-Fourths (3/4th) of all Directors. If any proposed amendment to this Declaration is approved by the Board of Directors as set forth above, the President and Secretary of the Master Association shall execute an Amendment to this Declaration which shall set forth the following: the amendment, the effective date of the amendment, which date shall be at least sixty (60) days after the date of the recording of the amendment; the date of the meeting of the Board of Directors of the Master Association at which such amendment was adopted; the date that notice of such meeting was given; the total number of Directors of the Master Association; the total number of Directors approving the amendment. Such amendment shall be recorded in the Official Records. Notwithstanding the above, any amendment which would affect the surface water management system, including the surface water management portions of the Common Areas, must have the prior approval of the South Florida Water Management District and Northern Palm Beach County Water Control District; and any amendment which would affect Tract A or any roadways within the Properties must have the prior approval of Northern Palm Beach County Water Control District and the City of Riviera Beach, Florida; and any amendment which would diminish the rights and powers of Schickedanz Bros - Riviera Ltd or the DECLARANT or increase the obligations of Schickedanz Bros - Riviera Ltd or the DECLARANT must have the prior written approval of Schickedanz Bros - Riviera Ltd or the DECLARANT as affected.

Section 14.03. Amendments by the DECLARANT. The DECLARANT, subject to the express limitations set forth in Article 6, GUARDHOUSE AND ELECTRONIC GATES, may amend this Declaration at any time that it shall be in control of the Master Association without the consent of the Members. The DECLARANT may amend this Declaration even after it is no longer in control of the Master Association, without the consent or approval of the Members, to correct any scrivener's errors. In that

regard, the DECLARANT shall be the sole judge of what constitutes a scrivener's error.

Section 14.04. No Meetings of Non-Voting Members. The Members of the Master Association do not have a vote to direct the activities of the Master Association except to terminate the Declaration. The Members are represented by each Owner's respective Sub-Association. Therefore, there is no requirement of the Master Association to hold meetings of its Non-Voting Members.

Section 14.05. Notice of Board of Directors' Meetings. Notice of meetings of the Board of Directors shall be posted in a conspicuous place in WOODBINE at least forty-eight (48) hours in advance, except in an emergency.

Section 14.06. Severability. Should any covenant, condition, or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 14.07. Interpretation. The Board of Directors of the Master Association shall have the right except as limited by any other provisions of this document or the By-Laws to determine all questions arising in connection with this Declaration and to construe and interpret its provisions, and its good faith determination, construction or interpretation shall be final and binding. In all cases, the provisions of this Declaration shall be given that interpretation or construction that will best tend toward the consummation of the general plan of development.

Section 14.08. Authorized Action. All actions which the Master Association are allowed to take under this instrument shall be authorized actions of the Master Association if approved by the Board of Directors of the Master Association in the manner as provided for in the By-Laws of the Master Association, unless the terms of this instrument provide otherwise.

Section 14.09. Execution of Documents. To effectuate the Development Plan, the City of Riviera Beach may require from time to time the execution of certain documents. To the extent that said documents require the joinder of Owners, the DECLARANT, by its duly authorized officers may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge, and deliver such documents, and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute, and appoint the DECLARANT, through its duly authorized officers, as their proper legal attorney-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this section shall recite that it is made pursuant to this section.

Section 14.10. Non-profit Status. Notwithstanding anything contained herein to the contrary, the Master Association will perform no act nor undertake any activity which will violate its non-profit or tax exempt status (if granted) under applicable state or federal law.

Section 14.11. Construction of Terms. Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

Section 14.12. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform development plan for the operation of the Properties.

Section 14.13. Dissolution of Master Association. The Master Association may not be dissolved prior to the termination of this Declaration as heretofore provided. In the event the Master Association is involuntarily terminated for failure to comply with the requirements of Chapter 617, Florida Statutes (1993), or otherwise:

A. The last directors as surviving trustees shall forthwith take such steps as may be necessary to immediately reinstate the Master Association's corporate status, and until such corporate status is reinstated,

B. The last directors as surviving trustees shall continue the activities of the Master Association, and

C. Each of the Members of the Master Association shall be responsible for the proper performance of the mandatory functions of the Master Association as specified in Article 4, Section 4.01 of this Declaration.

Section 14.14. Failure of Sub-Associations to Fulfill Responsibilities. If at any time it appears to the Board of Directors of the Master Association that any Sub-Association is not properly fulfilling its responsibilities hereunder and under its Sub-Declaration, to the extent that the appearance, residential standards, surface water management system, health, or safety of WOODBINE is jeopardized, or if any Sub-Association is delinquent in the payment of any assessment to the Master Association, the Board of Directors may, after at least 15 days written notice to the said Sub-Association and furnishing the officers of the said Sub-Association an opportunity to be heard, assume all or any portion of the rights and responsibilities of said Sub-Association until the officers of said Sub-Association demonstrate to the reasonable satisfaction of the Board of Directors of the Master Association that the Sub-Association will properly exercise its responsibilities. Upon any such assumption of authority by the Master Association, it shall be entitled to demand and immediately receive all funds and property of said Sub-Association, the power to draw upon the funds of said Sub-Association in any financial institution without prior consent or counter-signature of the officers of said Sub-Association, the power and authority to assess each of the members of said Sub-Association as provided in the applicable Sub-Declaration, and the power and authority to levy and enforce liens for collection of said assessments as provided in the applicable Sub-Declaration. All reasonable expenses incurred by the Master Association in the exercise of its power under this section, shall be paid by the Sub-Association as a common expense. Reasonable expenses shall include, but not be limited to, the following: attorney fees, whether suit is brought or not; accountant fees; and, professional management fees. The Master Association is hereby empowered to place the affairs of any Sub-Association subjected to the provisions of this section in the hands of professional management agents. Should any Sub-Association fail to operate or maintain the surface water management system as provided in each

respective set of Sub-Association homeowners documents, the Master Association is authorized to act pursuant to its power granted hereunder.

Section 14.15. Change in Density by Developers. Whenever reference is made in this Declaration to the number of Units projected by the Development Plan for the various Parcels of the Properties, including but not limited to the provisions relating to assessments, such projected number of Units, as same may be amended from time to time by the DECLARANT, is the maximum number of Units projected for such areas. The actual number of Units constructed may be less, as determined by the Developer of each such Parcel (subject to the approval of the DECLARANT, which shall not unreasonably be refused). Until the recording in the Public Records of a plat or issuance of approval of a final development plan by applicable governmental authorities establishing that less than the number of Units projected by the Development Plan are to be constructed, the number of Units projected by the Development Plan for each area shall be utilized for all purposes. After approval of a final development plan or recording of a plat establishing that a different number of Units are to be constructed, said different number of Units shall be utilized for all purposes under this Declaration. The determination of the A.R.C. as to the number of Units to be constructed shall be final.

Section 14.16. Compliance with Requirements of City Council of the City of Riviera Beach, Florida (Resolution No. 248-91, as amended and Resolution No. 7-93). The development of WOODBINE shall at all times be governed by and be consistent with the contents of Resolution No. 248-91 approved by the City Council of the City of Riviera Beach, Florida, as amended by Resolution No. 7-93, and as the same may be lawfully amended from time to time.

ARTICLE 15 TURNOVER OF MASTER ASSOCIATION

Section 15.01. Event of Turnover. DECLARANT has expressly reserved unto itself the authority to maintain control of the Board of Directors of the Master Association until such time as (a) DECLARANT does not own any Units or Lots in WOODBINE; or (b) DECLARANT, electing at its sole discretion, to turnover control of the Board of Directors of the Master Association. The DECLARANT shall turn over control by the resignation of Directors appointed by DECLARANT thereby reducing the number of Directors to only those Directors who are the Presidents of existing Sub-Associations at the time of turnover.

Section 15.02. No Reserves. DECLARANT has elected not to collect reserves for any aspect of the Properties administered by the Master Association during the period of time that the DECLARANT is in control of the Board of Directors of the Master Association. For this reason, the Owners acknowledge that there is no obligation of the DECLARANT to provide funds for reserve accounts in the financial accounts of the Master Association at the time of turnover. After turnover of control, the Board of Directors may budget for reasonable reserves pursuant to the provisions of Article 9.

Section 15.03. Working Capital. Owners expressly bargain that DECLARANT has no obligation to provide any working capital for the operation of the Master Association at the time of turnover of the Master Association to a Board of Directors

composed of Directors other than Directors controlled by the DECLARANT. Notwithstanding the foregoing provision, DECLARANT covenants that DECLARANT shall, at time of turnover, in express reliance and in exchange for a full and complete General Release issued by the Board of Directors composed of Directors a majority of whom are other than Directors placed on the Board by the DECLARANT, providing for a full and complete General Release to DECLARANT as Developer of any and all claims arising out of or pertaining to the development of WOODBINE and the provisions of this Declaration in exchange for the payment by DECLARANT to the Master Association of the sum of Twenty Thousand and no/100 (\$20,000.00) Dollars as a contribution to the working, operating capital of the Master Association. In the event the Board of Directors, composed of Directors a majority of whom are other than Directors placed on the Board by the DECLARANT, declines to issue the General Release to DECLARANT, the commitment to make the \$20,000.00 payment shall expire.

IN WITNESS WHEREOF, the DECLARANT has executed this Declaration of Covenants, Conditions and Restrictions of WOODBINE this 21st day of May, 1994.

SCHICKEDANZ BROS - RIVIERA LTD,
A Florida Limited Partnership,
by Its General Partner,
SCHICKEDANZ ENTERPRISES, INC.
A Florida Corporation

Signed, sealed and delivered
in the presence of:

G. Schickedanz
(Signature of Witness #1)

GERHARD H. SCHICKEDANZ
(Printed Name of Witness #1)

John Fenniman
(Signature of Witness #2)

JOHN FENNIMAN
(Printed Name of Witness #2)

By Waldemar Schickedanz
WALDEMAR SCHICKEDANZ, President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing document was acknowledged before me this 20th day of May, 1994, by WALDEMAR SCHICKEDANZ, President of SCHICKEDANZ ENTERPRISES, INC., a Florida Corporation, General Partner of SCHICKEDANZ BROS - RIVIERA LTD, a Florida Limited Partnership, on behalf of the Partnership. He is personally known to me.

(Notary Seal)

My Commission Expires:

NOTARY PUBLIC:

John H. Fenniman
Print Name: _____
My Commission No. _____



JOHN H. FENNIMAN
Notary Public, State of Fla.
My Commission Expires
February 20, 1998
Comm. No. CC348054

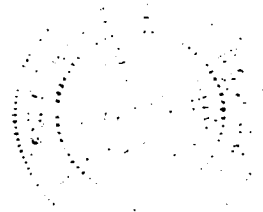


EXHIBIT A

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of WOODBINE MASTER ASSOCIATION, INC., a Florida corporation, filed on December 22, 1993, as shown by the records of this office.

The document number of this corporation is N93000005752.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-third day of December, 1993



Jim Smith
Secretary of State

CR2EO22 (2-91)

FILED

1993 DEC 22 AM 9:35

ARTICLES OF INCORPORATION
OF
WOODBINE MASTER ASSOCIATION, INC.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned, resident of the State of Florida and who is of full age, has this day voluntarily formed a corporation not-for-profit and does hereby certify:

ARTICLE I
NAME OF CORPORATION

Section 1.01. The name of the corporation is **WOODBINE MASTER ASSOCIATION, INC.**, hereinafter called "Master Association."

ARTICLE II
PRINCIPAL OFFICE

Section 2.01. The principal office of Master Association is 1750 North Florida Mango Road, Suite 102, West Palm Beach, Florida 33409.

ARTICLE III
REGISTERED AGENT

Section 3.01. GERHARD H. SCHICKEDANZ, whose address is 1750 North Florida Mango Road, Suite #102, West Palm Beach, Florida 33409, is hereby appointed the initial Registered Agent of "Master Association."

ARTICLE IV
DEFINITIONS

Section 4.01. The words and terms defined in Article 3 "DEFINITIONS" of the Declaration of Covenants, Conditions and Restrictions of **WOODBINE**, as recorded in the Palm Beach County, Florida, Public Records, as said definitions are amended, shall also apply to those words and terms whenever they appear in these Articles (unless the context shall clearly indicate otherwise).

**ARTICLE V
PURPOSE AND POWERS OF THE MASTER ASSOCIATION**

Section 5.01. Purpose. "Master Association" does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the Properties of WOODBINE as described in the Declaration of Restrictive Covenants of WOODBINE to be recorded in the Palm Beach County, Florida, Public Records, and to promote the health, safety and welfare of the Owners within the Properties and any additions thereto as may hereafter be brought within the jurisdiction of the Master Association for this purpose.

Section 5.02. Powers. The Master Association shall have all of the common law and statutory powers of a not for profit corporation which are not in conflict with the terms of these Articles and the Declaration above identified. The Master Association shall also have all of the powers necessary to implement the purposes of the Master Association as set forth in the Declaration and to provide for the general welfare of its membership. Its powers shall include the following powers to effect any and all of its purposes:

A. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Master Association as set forth in that certain Declaration of Restrictive Covenants of WOODBINE, hereinafter called "Declaration," applicable to the Properties and recorded or to be recorded in the Public Records of Palm Beach County, Florida, and as the same may be amended from time to time as therein provided, the Declaration being incorporated herein as if set forth at length;

B. Fix, levy, collect and enforce payment by any lawful means, all charges, fines or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the "Master Association," including all licenses, taxes or governmental charges levied or imposed against the Common Property or Common Areas of the "Master Association."

C. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the "Master Association."

D. Borrow money, and with the assent of two-thirds (2/3) of the Board of Directors, mortgage, pledge, deed in trust or hypothecate any or all of the Common Areas or personal property as security for money borrowed or debts incurred.

E. Dedicate, grant easements, sell or transfer all or any part of the Common Areas of WOODBINE to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless approved by two-thirds (2/3) of the Board of Directors, agreeing to such dedication, sale or transfer.

F. Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of the Board of Directors of both non-profit corporations.

G. Use the proceeds of assessments in the exercise of its powers and duties;

H. Maintain, repair, replace, manage and operate the Properties and the Common Areas;

I. Purchase insurance, subject to the reasonableness of the premiums, upon the Properties and Common Areas and insurance for the protection of the Master Association, the Directors and Owners;

J. Make and amend reasonable rules and regulations respecting the use of the Properties and Common Areas; provided however, that all such rules and regulations and amendments thereto shall be approved by not less than two-thirds (2/3) of the Board of Directors of the Master Association before the same shall become effective;

K. Enforce by legal means the provisions of the Declarations, these Articles of Incorporation, the By-Laws of the Master Association and the rules and regulations, if any, for use of the Properties and Common Areas of WOODBINE;

L. Contract for the management of WOODBINE and to delegate to such contractor all powers and duties of the Master Association, except such as are specifically required by the Declarations to have the approval of the Board of Directors;

M. Employ personnel to perform the services required for proper operation of WOODBINE;

N. Acquire or enter into (prior or subsequent to the recording of the Declarations) agreements whereby it acquires leaseholds, memberships or other possessory or use interest in real and personal property, including, but not limited to, recreational facilities, whether or not contiguous to the lands of WOODBINE, intended to provide for the enjoyment, recreation or other use or benefit of the Owners, to declare expenses in connection therewith to be common expenses, and to adopt covenants and restrictions relating to the use thereof;

O. Purchase Units and Lots in WOODBINE and to acquire and hold, mortgage and convey the same, subject however, to the provisions of the Declarations and By-Laws relative thereto;

P. Have and exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

Section 5.03. Assets Held in Trust. All funds and properties acquired by the Master Association and the proceeds thereof shall be held in trust for the Owners in accordance with the provisions of the Declarations, these Articles of Incorporation and By-Laws of the Master Association.

Section 5.04. Limitation on Exercise of Powers. The powers of the Master Association shall be subject to and shall be exercised in accordance with the provisions of the Declarations and the By-Laws of the Master Association.

**ARTICLE VI
NON-VOTING MEMBERSHIP**

Section 6.01. Non-Voting Members. Each Owner, upon taking title to a Lot, Parcel or Unit in the Properties, shall become a non-voting member of the Master Association with all rights to the use of the Master Association and the passed through obligation to financially support the Master Association.

Section 6.02. Transfer of Membership. The non-voting membership of a Unit Owner is appurtenant to the ownership of a Lot, Parcel or Unit in the Properties at WOODBINE and upon the sale, transfer, release, conveyance, giving or otherwise relinquishing of ownership of a Lot, Parcel or Unit in the Properties, said membership shall terminate.

Section 6.03. Voting Power. Pursuant to Florida Statutes Section 617.0721(5), the Directors shall have the sole voting power.

**ARTICLE VII
BOARD OF DIRECTORS**

Section 7.01. Number and Qualification. The affairs of the Master Association shall be managed by a Board of Directors, consisting of the number of Directors determined by the DECLARANT and the Articles, but not less than three (3) Directors nor more than twenty-one (21) Directors. Except for the initial Board of Directors, (a) a Director must be the President (or Vice President in the President's absence) of a Sub-Association; or (b) a Director must be appointed by the DECLARANT of the Declaration. The DECLARANT shall have the right to appoint as many Directors as it desires, so long as the total number of Directors appointed by the DECLARANT plus the total number of Directors serving as representatives of their respective Sub-Associations does not exceed twenty-one (21) Directors. The number of Directors may be less than twenty-one (21).

Section 7.02. Voting Strength. Each Director that represents a Sub-Association shall be entitled to cast one vote, and each Director appointed by the DECLARANT shall be entitled to cast three (3) votes.

Section 7.03. Initial Board Appointment and Removal. The initial Board of Directors shall be three (3) in number, chosen by the DECLARANT of the Declaration. This initial Board shall serve at the pleasure of the DECLARANT of the Declaration, and any Director may be removed without cause at any time, at the sole discretion of the DECLARANT. This power shall terminate when DECLARANT no longer owns a Lot, Parcel or Unit at WOODBINE.

Section 7.04. Appointment; Removal Subject to DECLARANT of the WOODBINE DECLARATION Rights. Directors of the Master Association shall be (a) the President (or Vice President in the President's absence) of each respective Sub-Association of the Properties of WOODBINE, and (b) the Directors appointed by the DECLARANT of the Declaration. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided herein and in the By-Laws.

Section 7.05. Term of Initial Directors. The first Board of Directors named in these articles shall serve at the pleasure of the DECLARANT.

Section 7.06. Initial Board of Directors. The names and residence addresses of the members of the Initial Board of Directors who shall hold office at the pleasure of the DECLARANT are as follows:

<u>NAME</u>	<u>ADDRESS</u>
GERHARD H. SCHICKEDANZ	1750 North Florida Mango Rd., #102 West Palm Beach, Florida 33409
DAVID PALEY	6963 Bitterbush Place Boynton Beach, Florida 33437
ROBERT HARRIS	1312 13th Terrace Palm Beach Gardens, Florida 33418

Section 7.07. Term of Succeeding Directors. Succeeding Directors serving on the Board of Directors shall hold office until qualified successors have taken office or been appointed by DECLARANT.

ARTICLE VIII OFFICERS

Section 8.01. The affairs of the Master Association shall be determined by the officers designated in the By-Laws. The officers shall be elected by the Board of Directors at its first Board of Directors' meeting held after February 1st of each year and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of

Directors are as follows:

President / Incorporator	GERHARD H. SCHICKEDANZ
Vice President and Treasurer	ROBERT HARRIS
Secretary	DAVID PALEY
Assistant Secretary	THERESA ROWE

Section 8.02. Election and Appointment of Officers. The officers of the Master Association, in accordance with any applicable provision of the By-Laws, shall be elected by the Board of Directors for terms of one (1) year and thereafter until qualified successors are duly elected and have taken office. The By-Laws may provide for the method of voting in the Board of Directors' election, for the removal from office of officers, for filling vacancies and for the duties of the officers. The President and Vice President shall be Directors; other officers may or may not be Directors of the Master Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy.

**ARTICLE IX
DISSOLUTION**

Section 9.01. The Master Association may be dissolved with the assent given in writing and signed by not less than seven-eighths (7/8) of all voting Directors with one vote per Director. Upon dissolution of the Master Association, other than incident to a merger or consolidation, the assets of the Master Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Master Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purpose. The provisions of this Article VIII shall be subject to any court supervised dissolution pursuant to Chapter 617, Florida Statutes.

As stated in Article XII hereof, the Master Association shall exist in perpetuity; however, if the Master Association is dissolved, the property consisting of the Surface Water Management System, if owned by the Master Association, shall be conveyed to Northern Palm Beach County Water Control District or other appropriate agency of local government. If such property is not accepted by such agency, then the Surface Water Management System must be dedicated to a similar

non-profit corporation. Moreover, in the event of such dissolution, the other assets of the Master Association shall be conveyed to a similar association or to an appropriate public agency having similar purpose.

**ARTICLE X
INDEMNIFICATION**

Section 10.01. The Master Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, employee, officer, committee member or agent of the Master Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) it is determined by a court of competent jurisdiction, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or that he acted in a manner he believed to be not in or opposed to the best interest of the Master Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he believed to be not in or opposed to the best interest of the Master Association, and with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

Section 10.02. To the extent that a Director, officer, employee, committee member or agent of the Master Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 10.01 above or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually incurred by him in connection therewith.

Section 10.03. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Master Association in advance of the final disposition of such action, suit or proceeding through all available appeals upon receipt of an undertaking by or on behalf of the Director, officer, employee, committee member or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Master Association as authorized in this Article.

Section 10.04. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of Voting Members or otherwise, both as to action in his official capacity while holding such office or otherwise, and shall continue as to a person who has ceased to be Director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 10.05. The Master Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee, committee member or agent of the Master Association, or is or was serving at the request of the Master Association as a Director, officer, employee, committee member or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Master Association would have the power to indemnify him against such liability under the provisions of this Article.

**ARTICLE XI
BY-LAWS**

Section 11.01. The Board of Directors shall adopt By-Laws consistent with these Articles. Such By-Laws may be altered, amended or repealed in the manner set forth in the By-Laws.

**ARTICLE XII
DURATION**

Section 12.01. The corporation shall exist perpetually.

**ARTICLE XIII
PRIORITIES**

Section 13.01. In case of any conflict between these Articles of Incorporation and the By-Laws, these Articles shall control; and in case of any conflict between these Articles and the Declaration, the Declaration shall control.

**ARTICLE XIV
AMENDMENTS**

Section 14.01. Amendment by Members. Amendment of these Articles shall require the assent of seventy-five (75%) percent of the then voting Directors with voting strength pursuant to Section 7.02 herein.

Section 14.02. No Amendment Without Consent of DECLARANT. The Directors with sole voting power shall not amend these Articles of Incorporation without the prior written consent of the DECLARANT for so long as DECLARANT holds title to any Parcel, Lot or Unit at WOODBINE.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the incorporator

of Woodbine Master Association, Inc. has executed these Articles of Incorporation, this 20 day of DECEMBER, 1993.

INCORPORATOR:

G. H. Schickedanz
GERHARD H. SCHICKEDANZ

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by GERHARD H. SCHICKEDANZ, as Incorporator of WOODBINE MASTER ASSOCIATION, INC., a Florida non-profit corporation, who is personally known to me and who did not take an oath, this 20 day of DECEMBER, 1993.

(Notary Seal)

My Commission Expires:

NOTARY PUBLIC:

John H. Fenniman
Print Name:
My Commission No.



JOHN H. FENNIMAN
Notary Public, State of Fla.
My Commission Expires
February 20, 1994
Comm. No. AA 751384

CONSENT OF REGISTERED AGENT

Having been named as Registered Agent for the Corporation with offices as designated in the foregoing Articles of Incorporation, the undersigned accepts such designation.

REGISTERED AGENT:

G. H. Schickedanz
GERHARD H. SCHICKEDANZ

EXHIBIT B

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**BY-LAWS OF
WOODBINE MASTER ASSOCIATION, INC.**

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is WOODBINE MASTER ASSOCIATION, INC., hereinafter referred to as the "Master Association". The principal office of the corporation shall be located at 7777 No. Military Trail, Palm Beach Gardens, Florida 33418; but meetings of members and Directors may be held at such places within the State of Florida, County of Palm Beach, as may be designated by the Board of Directors.

**ARTICLE II
DEFINITIONS AND MEANINGS OF TERMS**

All capitalized terms appearing in these By-Laws shall have the definitions and same meanings as are applied to such terms in the Declaration of Covenants, Conditions and Restrictions of WOODBINE, as amended therein from time to time.

**ARTICLE III
MEETING OF DIRECTORS**

Section 3.01. Annual Meeting. The annual meeting of Directors shall be held during the first week in February, and each subsequent regular annual meeting of the Directors shall be held on the same day of the same month of each year thereafter. Inasmuch as the members do not have voting authority except in the event of the termination of the Declaration pursuant to Section 14.01 of the Declaration, there shall be no meeting of members of the Master Association per se.

Section 3.02. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority vote of the Directors. Notice of regular meetings (except for any such meeting at which the adoption of the annual budget is to be considered) shall be given to each Director, personally or by mail, telephone or facsimile, at least seventy-two (72) hours prior to the time and day named for such meeting.

Section 3.03. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Master Association, or upon written request of Directors who are entitled to vote one-third (1/3) of the Director votes pursuant to Section 7.02 of the Articles after not less than seventy-two (72) hours notice prior to the time and date of the proposed Special Meeting to each Director in the same manner as in Section 3.02 hereinabove.

Section 3.04. Notice of Budget Adoption Meetings. Written notice of any meeting of Directors at which the annual budget of the Master Association is proposed to be adopted shall be given by or at the direction of the Secretary or person authorized to call the meeting by mailing a copy of such notice postage prepaid at least fifteen (15) days before such meeting to each Director entitled to vote thereat addressed to the Director's address last appearing on the books of the Master Association or supplied by such Director to the Master Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and contain a copy of the proposed annual budget.

Section 3.05. Quorum. The presence at the meeting of Voting Directors entitled to cast a majority of the votes pursuant to Section 7.02 of the Articles of Incorporation shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Directors entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 3.06. No Proxies. Director votes may not be cast by proxy. Director votes shall be cast in person.

Section 3.07. Directors' Meetings Open. Meetings of the Board of Directors shall be open to all non-voting members, however non-voting members shall not participate in the discussion of the meeting, except a meeting to terminate the Declaration pursuant to Section 14.01 of the Declaration. Notices of meetings shall be posted in a conspicuous place on the "Master Association" Common Property at least 48 hours in advance, except in an emergency. Notice of any meeting in which assessments against specific unit(s) are to be established shall specifically contain a statement that assessments shall be considered and a statement of the nature of such assessments.

ARTICLE IV BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 4.01. The affairs of the Master Association shall be managed by a Board of Directors.

Section 4.02. Initial Board of Directors. The Initial Board of Directors and the manner of filling vacancies on the initial Board of Directors during the development and sales period shall be as set forth in the Articles of Incorporation of Woodbine Master Association, Inc. and they shall serve as provided for therein and in these By-Laws, or until their respective successors are chosen and shall qualify.

Section 4.03. Number. The affairs of the Master Association shall be managed by a Board of Directors, who need not be members of Woodbine Master Association, Inc.

Section 4.04. Term of Office. The term of office of the Directors shall be for a term of one year each, or until the next ensuing Annual Meeting of Directors is held.

Section 4.05. Compensation. No Director shall receive compensation for any service rendered to the Master Association. However, any Director may be reimbursed for actual expenses incurred in the performance of duties.

Section 4.06. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V DESIGNATION OF DIRECTORS

Section 5.01. Designation. Other than the Directors serving in their capacity as a Director because said person is the President (and in said President's absence, the Vice President) of a Sub-Association at WOODBINE, the DECLARANT shall appoint the other Directors comprising the Board from time to time.

Section 5.02. Sub-Association President. The President (and in the absence of the President, the Vice President) of any Sub-Association at WOODBINE shall automatically be a Director of the Board of Directors of Woodbine Master Association, Inc. Said Director's term of office as Director shall expire simultaneously with the expiration of said Director's office as President of a Sub-Association.

ARTICLE VI POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 6.01. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Master Association and may take all such acts and do such things as are authorized by law, the Declaration, the Articles or by these By-Laws.

Section 6.02. Special Powers and Duties. Without prejudice to the foregoing general powers and duties and such powers and duties as are set forth in the Declaration and the Articles, the Board of Directors is vested with, and responsible for, the following powers and duties:

Section 6.02.01. To select, appoint and remove all officers, agents and employees of the Master Association, to prescribe such powers and duties for them as may be consistent with law, with the Articles, the Declaration and these By-Laws, to fix their compensation, if any, and to require from them security for faithful service when deemed advisable by the Board.

Section 6.02.02. To conduct, manage and control the affairs and business of the Master Association, and to make and enforce such rules and regulations therefor consistent with law, with the Articles, the Declaration and those By-Laws, as the Board may deem necessary or advisable.

Section 6.02.03. To change the principal office for the transaction of the business of the Master Association and to adopt and use a corporate seal and to alter the form

of such seal from time to time, as the Board, in its sole judgment, may deem best, provided that such seal shall at all times comply with the provisions of law.

Section 6.02.04. To borrow money and to incur indebtedness for the purposes of the Master Association, and to cause to be executed and delivered therefor, in the Master Association's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and security therefor, provided no action authorized hereunder shall be taken without the prior written consent of the DECLARANT as long as the DECLARANT owns any Lots or Units at WOODBINE.

Section 6.02.05. To fix and levy from time to time Common Assessments, Special Assessments, and Reconstruction Assessments upon the Owners, as provided in, and subject to the requirements of the Declaration; to fix and levy from time to time in any fiscal year Capital Improvement Assessments for Capital Improvements to the Common Properties; to determine and fix the due date for the payment of such Assessments, and the date upon which the same shall become delinquent; provided, however, that such Assessments shall be fixed and levied only to provide for the payment of the expenses of the Master Association and for taxes and governmental assessments upon real or personal property owned, leased, controlled, occupied or used by the Master Association, or for the payment of expenses for labor rendered or materials or supplies used and consumed, or equipment and appliances furnished for the maintenance, improvement or development of such property or for the payment of any and all obligations in relation thereto, or in performing or causing to be performed any of the purposes of the Master Association for the general benefit and welfare of its non-voting Members, all in accordance with the provisions of the Declaration. The Board of Directors is hereby authorized to incur any and all such expenditures for any of the foregoing purposes and to provide, or cause to be provided, adequate reserves for replacements as it shall deem to be necessary or advisable, if any, in the interest of the Master Association or for the welfare of its non-voting Members. The funds collected by the Board of Directors from the Owners, attributable to replacement reserves, if any, for maintenance recurring less frequently than annually, for Reconstruction of Common Properties, or for Capital Improvements to the Common Properties, shall at all times be held in trust for the Owners and shall not be commingled with other assessments collected from the Owners. The Board of Directors is not required to maintain reserves during the period of development of WOODBINE by DECLARANT. Disbursements from such trust reserve fund shall be made only in accordance with the provisions of the Declaration. Such Common Assessments, Reconstruction Assessments, special Assessments and Capital Improvement Assessments shall be fixed in accordance with the provisions of the Declaration. Should any Owner fail to pay, the Board of Directors in its discretion is authorized to enforce the payment of such delinquent Assessments as provided in the Declaration. Nothing herein shall require the establishment of reserves.

Section 6.02.06. To enforce the provisions of the Declaration, the Articles, these By-Laws, applicable rules and regulations and other agreements of the Master Association.

Section 6.02.07. To contract and pay for fire, casualty errors and omissions, blanket liability, malicious mischief, vandalism, fidelity bonds, and other insurance, insuring the Owners, the Master Association, the Board of Directors and other

interested parties, in accordance with the provisions of the Declaration, covering and protecting against such damages or injuries as the Board deems advisable, which may include, without limitation, medical expenses of persons injured on the Common Properties, and to bond the agents and employees of any management body, if deemed advisable by the Board. The Board shall review not less frequently than annually, all insurance policies and bonds obtained by the Board on behalf of the Master Association.

Section 6.02.08. To contract and pay for maintenance, gardening, utilities materials and supplies, and services relating to the Common Properties, and to employ personnel necessary for the operation of the Common Properties, guardhouse when applicable, and the Master Association, including legal and accounting services (subject to limitations set forth in the Articles regarding claims against the DECLARANT), and to contract for and pay for Improvements to Common Properties. In case of damage by fire or other casualty to the Common Areas, if insurance proceeds exceed Twenty-five Thousand (\$25,000.00) Dollars, or the cost of repairing or rebuilding exceeds available insurance proceeds by more than Five Thousand (\$5,000.00) Dollars, then the Board of Directors shall obtain firm bids from two or more responsible contractors to rebuild any portions of the Common Properties, in accordance with the original plans and specifications with respect thereto.

Section 6.02.09. To delegate its powers according to law.

Section 6.02.10. To grant or relocate easements where necessary for utilities, sewer facilities and other services over the Common Properties as permitted by law.

Section 6.02.11. To fix, determine and name from time to time, if necessary or advisable, the public agency, fund, foundation or not-for-profit corporation or foundation, which is then organized, to which the assets of this Master Association shall be distributed upon liquidation or dissolution, according to the Articles of the Master Association. The assets so distributed shall be those remaining after satisfaction of all just debts and obligations of the Master Association, and after distribution of all property held or acquired by the Master Association under the terms of a specific trust or trusts. This special power is subject to the rights of Northern Palm Beach County Water Control District pertaining to Unit of Development No. 3A.

Section 6.02.12. To adopt such rules and regulations as the Board may deem necessary for the management of the Common Properties, which rules and regulations shall become effective and binding after (1) they are adopted by a majority of the Board at a meeting called for that purpose, or by the written consent of such same number of Directors attached to a copy of the rules and regulations of the Master Association, and (2) they are posted in a conspicuous place in the Common Properties. Such rules and regulations shall not materially adversely affect the rights, privileges or preferences of DECLARANT as established by the Declaration, the Articles of the Master Association and these By-Laws without the prior written approval of DECLARANT. Such rules and regulations may concern, without limitation, use of the Common Properties, use restrictions, signs, parking restrictions, minimum standards of property maintenance consistent with the Declaration and the procedures of the Master Association; and any other matter within the jurisdiction of the Master Association as provided in the Declaration;

provided, however, that such rules and regulations shall be enforceable only to the extent that they are consistent with the Declaration, the Articles of Incorporation and these By-Laws.

Section 6.03. Management Agent. The Board of Directors may select a managing agent to manage the Common Properties and the affairs of the Master Association, who shall perform such duties and services as the Board shall authorize.

Section 6.04. Duties.

A. Cause to be kept a complete record including minutes of the Board's meetings and of all its acts and corporate affairs.

B. Collect the annual assessment for the WOODBINE MASTER ASSOCIATION, INC. and any Sub-Association as authorized by the Board and Declaration.

C. Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

D. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

**ARTICLE VII
OFFICERS AND THEIR DUTIES**

Section 7.01. Enumeration of Officers. The officers of the Master Association shall be a President and Vice President or number of Vice Presidents, who shall at all times be Directors of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 7.02. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Directors.

Section 7.03. Term. The officers of the Master Association shall be appointed annually by the Board and each shall hold office for one (1) year or until the next ensuing Annual Directors' Meeting, unless the officer shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 7.04. Special Appointments. The Board may elect such other officers as the affairs of the Master Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 7.05. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified

therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.06. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

Section 7.07. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 7.04 of this Article.

Section 7.08. Duties. The duties of the officers are as follows:

President

The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes with the Treasurer or Assistant Treasurer.

Vice President

The Vice President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of the Vice President by the Board. The Vice President may co-sign all promissory notes with the Treasurer or Assistant Treasurer in the absence of the President.

Secretary

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Master Association and affix it on all papers requiring said seal; serve notice of meetings of the Board to the Directors; keep appropriate current records showing the non-voting members of the Master Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Master Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Master Association; keep proper books of account; and, shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting. The Board may elect and appoint an Assistant Treasurer with powers to sign all checks in the absence of the Treasurer.



**ARTICLE VIII
COMMITTEES**

Section 8.01. ARC. The Board of Directors of the Master Association shall appoint an Architectural Control Committee (ARC) as provided in the Declaration.

Section 8.02. Other Committees. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out the duties and obligations of the Board.

**ARTICLE IX
FISCAL MANAGEMENT**

The provisions for fiscal management of the Master Association set forth in the Declarations and Articles of Incorporation shall be supplemented by the following provisions:

Section 9.01. Annual Budget. The Board of Directors shall adopt an annual budget for each calendar year.

Section 9.02. Assessments.

As more fully provided in the Declaration, each member is obligated to pay to the Master Association annual and special assessments, which are secured by a continuing lien upon the unit against which the assessment is made. The due date and grace period of any special assessment made shall be fixed in the resolution authorizing such assessment.

**ARTICLE X
CORPORATE SEAL**

Woodbine Master Association, Inc. shall have a seal in circular form having within its circumference the words: "Florida," "Corporation Not for Profit," and 1993, the year of incorporation, set forth.

**ARTICLE XI
AMENDMENTS**

These By-Laws may be amended by the Board of Directors in the following manner:

Section 11.01. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of the Directors' meeting at which a proposed amendment is considered.

Section 11.02. Resolution. A resolution adopting a proposed amendment may be proposed by the Directors holding one-third (1/3) of the votes of the Board pursuant to Section 7.04 of the Articles. Directors not present in person at the meeting considering the amendment may express their approval in writing, providing

such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by one of the following:

The approval of an amendment to the By-Laws shall be by not less than a seventy-five percent (75%) vote of the Board of Directors of the Master Association.

**ARTICLE XII
INDEMNIFICATION**

Every Director and ever officer of the Association shall be indemnified by the Master Association to the full extent permitted by law against all expenses and liabilities, including attorneys fees reasonably incurred by or imposed upon the Director or officer in connection with any proceeding or any settlement of any proceeding to which he or she may be a part or in which he or she may become involved by reason of his or her being or having been a Director or officer of the Master Association, whether or not he or she is a Director or officer at the time such expenses are incurred, except when the Director or officer is adjudged guilty of willful misfeasance in the performance of his or her duties; provided that, in the event of settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interests of the Master Association. The Board of Directors shall have the duty to make and collect such assessments against the members as may be required to provide such indemnification. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

**ARTICLE XIII
SELF-DEALING**

No contract or transaction between the Master Association and one or more of its Directors or Officers or between the Master Association and any other corporation, partnership, limited partnership, association or other organization in which one or more of its Officers or Directors are Officers or Directors of this Association shall be invalid, void or voidable solely for this reason or solely because the Officer or Director is present at, or participates in, meetings of the board or committee thereof which authorized the contract or transaction, or solely because said Officer's or Director's votes are counted for such purpose. No Director or Officer of the Master Association shall incur liability by reason of the fact that said Director or Officer may be interested in any such contract or transaction. 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.

**ARTICLE XIV
MISCELLANEOUS**

Section 14.01. Fiscal Year. The fiscal year of the Master Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 14.02. Conflict. In the case of any conflict between the Article of Incorporation and these By-Laws, the Articles shall control. If the Master Association Articles of Incorporation or these By-Laws conflict with the Declaration of Covenants, Conditions and Restrictions of WOODBINE, the Declaration shall control.

I HEREBY CERTIFY that the foregoing By-Laws of Woodbine Master Association, Inc. were duly adopted by the Board of Directors of the Master Association on the 20th day of May, 1994.

Approved:


THERESA ROWE, Secretary


GERHARD H. SCHICKEDANZ, President

EXHIBIT C

**MAXIMUM POTENTIAL LANDS
of
Woodbine Residential Planned Unit Development Resolution**

Land lying in the Northwest One-Quarter of Section 25, Township 42 South, Range 42 East, City of Riviera Beach, Palm Beach County, Florida, said land being more particularly described as follows:

COMMENCING AT the Northwest Corner of Said Section 25; thence, South $01^{\circ}39'13''$ West, along the West line of said Section 25, a distance of 30.00 feet for a Point of Beginning;

THENCE, continue South $01^{\circ}39'13''$ West, along the West line of said Section 25, a distance of 2188.75 feet to the Northwest Corner of the West 475 feet of the South 425 feet of the Northwest One-Quarter of said Section 25; thence, South $88^{\circ}38'25''$ East, along the North line of the West 475 feet of the South 425 feet of the Northwest One-Quarter of said Section 25, a distance of 475.01 feet to the Northeast Corner of the West 475 feet of the South 425 feet of the Northwest One-Quarter of said Section 25; thence, South $01^{\circ}39'13''$ West, along the East line of the West 475 feet of the South 425 feet of the Northwest One-Quarter of said Section 25, a distance of 425.01 feet to the Southeast Corner of the West 475 feet of the South 425 feet of the Northwest One-Quarter of said Section 25; thence, South $88^{\circ}38'25''$ East, along the South line of the Northwest One-Quarter of said Section 25; a distance of 1939.32 feet; thence North $01^{\circ}45'20''$ East, departing said South line, a distance of 501.82 feet; thence, South $88^{\circ}14'40''$ East, a distance of 175.00 feet; thence, South $43^{\circ}14'40''$ East, a distance of 35.36 feet to the intersection thereof with the West Right-of-Way line of Military Trail (S.R. No. 809); thence, North $01^{\circ}45'20''$ East, along said West Right-of-Way line, and along a line 60.00 feet West of, as measured at right angles to, the East line of the Northwest One-Quarter of said Section 25, a distance of 15.00 feet to the intersection thereof with the Right-of-Way line of an additional Right-of-Way for Military Trail as recorded in Official Records Book 6919, Page 745, Public Records, Palm Beach County, Florida; thence, North $88^{\circ}14'40''$ West, along said additional Right-of-Way line, a distance of 12.00 feet; thence, North $01^{\circ}45'20''$ East, continuing along said additional Right-of-Way line, a distance of 135.00 feet; thence, South $46^{\circ}45'20''$ West, departing said Right-of-Way line, a distance of 35.36 feet; thence, North $88^{\circ}14'40''$ West, a distance of 248.00 feet to the Point of Curvature of a curve to the left, having a radius of 800.00 feet; thence, Westerly along said curve, through a central angle of $00^{\circ}55'52''$, a distance of 13.00 feet to the end of said curve; thence, North $01^{\circ}45'20''$ East, a distance of 188.88 feet; thence, North $88^{\circ}14'40''$ West, a distance of 188.00 feet; thence, North $01^{\circ}45'20''$ East, a distance of 251.00 feet; thence, North $58^{\circ}23'55''$ West, a distance of 70.33 feet; thence, North $01^{\circ}45'20''$ East, a distance of 235.00 feet; thence, North $38^{\circ}21'45''$ East, a distance of 43.60 feet; thence, North $01^{\circ}45'20''$ East, a distance of 230.00 feet; thence, North $46^{\circ}45'20''$ East, a distance of 36.77 feet; thence, South $88^{\circ}14'40''$ East, a distance of 199.00 feet; thence, North $01^{\circ}45'20''$ East, a distance of 332.00 feet; thence South $88^{\circ}14'40''$ East, a distance of 271.00 feet; thence, South $43^{\circ}14'40''$ East, a distance of 35.36 feet to the intersection thereof with the West Right-of-Way line of Military Trail (S.R. No. 809); thence, North $01^{\circ}45'20''$ East, along the West Right-of-Way line of said Military Trail and along a line 60 feet West of, as measured at right angles to, the East line of the Northwest One-Quarter of said Section 25, a distance of 15.00

EXHIBIT C (Continued)

feet to the intersection thereof with the Right-of-Way line of an additional Right-of-Way for Military Trail as recorded in Official Records Book 6919, Page 745, of said Public Records; thence, North 88°14'40" West, along said additional Right-of-Way line, a distance of 12.00 feet; thence North 01°45'20" East, continuing along said additional Right-of-Way line, a distance of 334.00 feet; thence, North 05°34'10" East, continuing along said additional Right-of-Way line, a distance of 180.40 feet; thence, North 01°45'20" East, departing said additional Right-of-Way line, along the West Right-of-Way line of said Military Trail and along a line 60 feet West of, as measured at right angles to, the East line of the Northwest One-Quarter of said Section 25, a distance of 176.97 feet to the intersection thereof with a line 30 feet South of, as measured at right angles to, the North line of the Northwest One-Quarter of said Section 25; thence, North 88°38'56" West, along said line, a distance of 2618.98 feet to the Point of Beginning.

CONTAINING 136.76 acres, more or less.

Prepared by and Return to:
John Fenniman, Esquire
John Fenniman, Chartered
Post Office Box 2473
Stuart, Florida 34995

JUL-10-1995 2:40pm 95-215637
OR8 8823 Pg 1997
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**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
OF
WOODBINE
ADDING
WOODBINE PARCEL "A"**

COMES NOW SCHICKEDANZ BROS - RIVIERA LTD., a Florida limited partnership, by its sole General Partner, Schickedanz Enterprises, Inc., a Florida corporation, with offices at 4152 W. Blue Heron Blvd., Suite 116, Riviera Beach, Florida 33404 (hereinafter sometimes referred to as "DECLARANT"); and

WHEREAS, Parcel "A" of Plat of Woodbine, as said Plat is recorded in Plat Book 72, Page 46 through 49, inclusive, of the Public Records of Palm Beach County, Florida, said Parcel "A" has been replatted as WOODBINE Parcel "A" according to the Plat thereof recorded in Plat Book 75, Pages 37 through 40, inclusive, Public Records of Palm Beach County, Florida,

NOW THEREFORE, Schickedanz Bros - Riviera Ltd. as DECLARANT, pursuant to the rights reserved to Schickedanz Bros - Riviera Ltd. at Section 2.03 of the Declaration of Covenants, Conditions and Restrictions of WOODBINE recorded in Official Records Book 8271, Page 9, Public Records of Palm Beach County, Florida (hereinafter referred to as the "Declaration"), submits the real property and parcels of land of WOODBINE Parcel "A" to become a part of WOODBINE as defined at Section 3.38 of the Declaration by adding to Section 2.02 of the Declaration as additional subparagraph "G" of Section 2.02 all that real estate and parcels of land described as WOODBINE Parcel "A" according to the Plat thereof recorded in

Plat Book 75, Pages 37 through 40 inclusive, Public Records of Palm Beach County, Florida, as described hereinabove.

IN WITNESS WHEREOF, the DECLARANT has executed this First Amendment to Declaration of Covenants, Conditions and Restrictions of WOODBINE Adding WOODBINE Parcel "A" this 7 day of July, 1995.

Signed, sealed and delivered
in the presence of:

Ellen R. Govoni
(Signature of Witness #1)

ELLEN R. GOVONI
(Print Name of Witness #1)

John Fenniman
(Signature of Witness #2)

JOHN FENNIMAN
(Print Name of Witness #2)

SCHICKEDANZ BROS - RIVIERA LTD.
a Florida Limited Partnership,
by its General Partner,
SCHICKEDANZ ENTERPRISES, INC.,
a Florida corporation

By: *Waldemar Schickedanz*
WALDEMAR SCHICKEDANZ
President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing document was acknowledged before me this 7 day of July, 1995, by WALDEMAR SCHICKEDANZ, President of SCHICKEDANZ ENTERPRISES, INC., a Florida corporation, General Partner of SCHICKEDANZ BROS - RIVIERA LTD., a Florida Limited Partnership, on behalf of the Partnership. He is personally known to me.

NOTARY PUBLIC

John H. Fenniman
Print Name:

My Commission No.:

My Commission Expires:

(NOTARIAL STAMP)



JOHN H. FENNIMAN
Notary Public, State of Fla.
My Commission Expires
February 20, 1998
Comm. No. CC346084

Declaration of Covenants, Conditions and Restrictions of WOODBINE recorded in Official Records Book 8271, Page 9, Public Records of Palm Beach County, Florida (hereinafter referred to as the "Declaration"), and further, pursuant to the rights reserved to Schickedanz Bros - Riviera Ltd. as Declarant at Section 14.03 Amendments by the DECLARANT of the Declaration, does amend the "Declaration" as follows:

1. Declarant submits the real property and parcels of land of WOODBINE Parcel "G" to become a part of WOODBINE as defined at Section 3.38 of the Declaration by adding to Section 2.02 of the Declaration as additional subparagraph "H" of Section 2.02 all that real estate and parcels of land described as WOODBINE Parcel "G" according to the Plat thereof recorded in Plat Book 75, Pages 175 through 177 inclusive, Public Records of Palm Beach County, Florida, as described hereinabove.

2. Declarant hereby amends and restates Section 8.10 Appurtenant Easements to read as follows:

"Section 8.01. Appurtenant Easements. Subject to the rights of Northern Palm Beach County Improvement District, this Declaration, the Articles of Incorporation, the By-Laws, and the rules and regulations of the Master Association, as any or all may be amended and supplemented from time to time, and subject also to the easements reserved to the DECLARANT in this Declaration and to the powers reserved to the DECLARANT in Section 8.06 and Section 8.07 of this Article, the following easements are granted and the following assignment of easement rights are assigned and the following easements and assignment of easement rights, in addition to the rights presently created, shall automatically be deemed granted in the future, from time to time, for the benefit of those Additional Parcels of Land within the Woodbine Residential Planned Unit Development Resolution, that are submitted pursuant to Section 2.03 of the Declaration as additional Section 2.02 "Property Subject to this Declaration":

A. **Road and Rights of Way.** The DECLARANT hereby grants and assigns to the Owner of each Lot, Unit or Parcel, to the guests, lessees, licensees, and invitees of each Owner, and to all Sub-Associations, as an appurtenance to the ownership of fee simple title to each Lot, Unit or Parcel, a perpetual nonexclusive easement for ingress and egress over, across, through and upon all roadways which are platted within the Properties including, but not limited to Woodbine Trail; and other platted rights of ways; such perpetual non-exclusive easement to be shared in common with the other Owners of any of the Properties, their guests, lessees, licensees, and invitees as well as guests, tenants, lessees, licensees, and invitees of the DECLARANT, the Master Association and all Sub-Associations.

B. **Common Properties.** The DECLARANT hereby grants and assigns to each Member of a Sub-Association, and to the guests, tenants, lessees, licensees, and invitees of each Member, as an appurtenance to the ownership of such Member's Unit, Lot, or Parcel, a perpetual nonexclusive easement for ingress and egress over, across, through and for the use and enjoyment of all Common Properties, located within those portions of the

Properties maintained by the Master Association or any Sub-Association; such perpetual non-exclusive easement to be shared in common with the other Members of such Sub-Association, their guests, lessees, licensees, and invitees, as well as the guests, lessees, and invitees of the DECLARANT."

IN WITNESS WHEREOF, the DECLARANT has executed this Second Amendment to Declaration of Covenants, Conditions and Restrictions of WOODBINE Adding WOODBINE Parcel "G" and amending Section 8.01. Appurtenant Easements this 18 day of October, 1995.

Signed, sealed and delivered
in the presence of:

Susan L. Casas
(Signature of Witness #1)

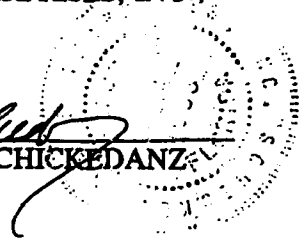
Susan L. Casas
(Print Name of Witness #1)

John Fenniman
(Signature of Witness #2)

JOHN FENNIMAN
(Print Name of Witness #2)

SCHICKEDANZ BROS - RIVIERA LTD.
a Florida Limited Partnership,
by its General Partner,
SCHICKEDANZ ENTERPRISES, INC.,
a Florida corporation

By: Waldemar Schickedanz
WALDEMAR SCHICKEDANZ
President



STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing document was acknowledged before me this 18 day of October, 1995, by WALDEMAR SCHICKEDANZ, President of SCHICKEDANZ ENTERPRISES, INC., a Florida corporation, General Partner of SCHICKEDANZ BROS - RIVIERA LTD., a Florida Limited Partnership, on behalf of the Partnership. He is personally known to me.

NOTARY PUBLIC
John H. Fenniman
Print Name:
My Commission No.:
My Commission Expires:

(NOTARIAL STAMP)



JOHN H. FENNIMAN
Notary Public, State of Fla.
My Commission Expires
February 20, 1998
Comm. No. CC346054

estate and parcels of land described as Parcel "J" of Woodbine Partial Re-Plat according to the Plat thereof recorded in Plat Book 77, Pages 143 through 145 inclusive, Public Records of Palm Beach County, Florida, as described hereinabove.

IN WITNESS WHEREOF, the DECLARANT has executed this Third Amendment to Declaration of Covenants, Conditions and Restrictions of WOODBINE Adding Parcel "J" of Woodbine Partial Re-Plat this 24 day of July, 1996.

Signed, sealed and delivered
in the presence of:

Susan L. Casas
(Signature of Witness #1)

Susan L. Casas
(Print Name of Witness #1)

John Fenniman
(Signature of Witness #2)

JOHN FENNIMAN
(Print Name of Witness #2)

SCHICKEDANZ BROS - RIVIERA LTD.
a Florida Limited Partnership,
by its General Partner,
SCHICKEDANZ ENTERPRISES, INC.,
a Florida corporation

By: Waldemar Schickedanz
WALDEMAR SCHICKEDANZ
President

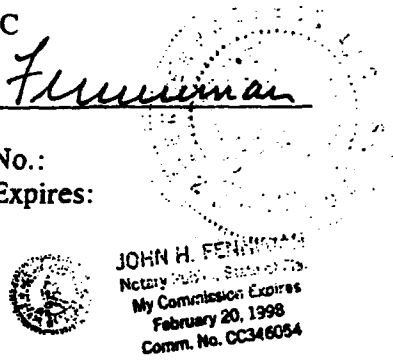


STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing document was acknowledged before me this 24 day of July, 1996, by WALDEMAR SCHICKEDANZ, President of SCHICKEDANZ ENTERPRISES, INC., a Florida corporation, General Partner of SCHICKEDANZ BROS - RIVIERA LTD., a Florida Limited Partnership, on behalf of the Partnership. He is personally known to me.

(NOTARIAL STAMP)

NOTARY PUBLIC
John H. Fenniman
Print Name:
My Commission No.:
My Commission Expires:



Plat Book 77, Pages 143 through 145 inclusive, Public Records of
Palm Beach County, Florida, as described hereinabove"

and (2) amending subparagraph C of Section 2.02 of the Declaration to read:

"All of Parcel "D" of Woodbine, according to the Plat of Woodbine
thereof recorded in Plat Book 72, Pages 46 through 49, inclusive,
Palm Beach County, Florida, public records, including Parcel "D",
Woodbine Partial Re-Plat according to the Plat thereof, recorded in
Plat Book 77, Pages 143 through 145, inclusive, Palm Beach
County, Florida, public records."

IN WITNESS WHEREOF, the DECLARANT has executed this Fourth Amendment to
Declaration of Covenants, Conditions and Restrictions of WOODBINE Adding Parcel "E" of
Woodbine Partial Re-Plat and adding Parcel "D" of Woodbine Partial Re-Plat this 22 day of
October, 1996.

Signed, sealed and delivered
in the presence of:

Janice M. Fenniman
(Signature of Witness #1)

Janice M Fenniman
(Print Name of Witness #1)

John Fenniman
(Signature of Witness #2)

JOHN FENNIMAN
(Print Name of Witness #2)

SCHICKEDANZ BROS - RIVIERA LTD.
a Florida Limited Partnership,
by its General Partner,
SCHICKEDANZ ENTERPRISES, INC.,
a Florida corporation

By: W. Schickedanz
WALDEMAR SCHICKEDANZ
President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing document was acknowledged before me this 22 day of October, 1996,
by WALDEMAR SCHICKEDANZ, President of SCHICKEDANZ ENTERPRISES, INC., a
Florida corporation, General Partner of SCHICKEDANZ BROS - RIVIERA LTD., a Florida
Limited Partnership, on behalf of the Partnership. He is personally known to me.

NOTARY PUBLIC

John H. Fenniman
Print Name:

My Commission No.:

My Commission Expires:

(NOTARIAL STAMP)



Prepared by and Return to: ✓
John Fenniman, Esquire
John Fenniman, Chartered
Post Office Box 2473
Stuart, Florida 34995

SEP-23-1997 1:06PM 97-341414
ORB 10000 Pg 48
XXXXXXXXXXXXXXXXXXXX

**FIFTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
OF
WOODBINE
ADDING
WOODBINE PARCEL "H"
AND
AMENDING SECTION 8.02 UTILITY EASEMENTS**

COMES NOW SCHICKEDANZ BROS - RIVIERA LTD., a Florida limited partnership, by its sole General Partner, Schickedanz Enterprises, Inc., a Florida corporation, with offices at 4152 W. Blue Heron Blvd., Suite 116, Riviera Beach, Florida 33404 (hereinafter sometimes referred to as "DECLARANT"); and

WHEREAS, all of Tract "H" of the Plat of WOODBINE (Woodbine Residential Planned Unit Development) recorded in Plat Book 72, Pages 46 through 49, inclusive, Palm Beach County, Florida, public records, was replatted together with a seven hundred forty eight (748) square foot portion of Tract "L3" of the Plat of WOODBINE (Woodbine Residential Planned Unit Development) recorded in Plat Book 72, Pages 46 through 49, inclusive, Palm Beach County, Florida, public records, as WOODBINE PARCEL "H" according to the plat thereof filed on SEPTEMBER 23, 1997, in Plat Book 80, Page 199, Palm Beach County, Florida, public records.

NOW THEREFORE, Schickedanz Bros - Riviera Ltd. as DECLARANT, pursuant to the rights reserved to Schickedanz Bros - Riviera Ltd. at Section 2.03 of the Declaration of Covenants, Conditions and Restrictions of WOODBINE recorded in Official Records Book 8271,

Page 9, Public Records of Palm Beach County, Florida (hereinafter referred to as the "Declaration"), and further, pursuant to the rights reserved to Schickedanz Bros - Riviera Ltd., as DECLARANT at Section 14.03 Amendments by the DECLARANT, of the Declaration, does amend the "Declaration" as follows:

1. Declarant submits the real property and parcels of land of WOODBINE PARCEL "H" to become a part of WOODBINE as defined at Section 3.38 of the Declaration by adding to Section 2.02 of the Declaration as additional subparagraph "K" of Section 2.02 all that real estate and parcels of land described as WOODBINE PARCEL "H" according to the Plat thereof recorded in Plat Book 80, Pages 199 through 202 inclusive, Public Records of Palm Beach County, Florida, as described hereinabove.

2. Declarant hereby amends and restates Section 8.02 Utility Easements to read as follows:

"Section 8.02. Utility Easements. The DECLARANT reserves to itself, its successors and assigns, a perpetual easement upon, over, under and across the Properties for the purpose of maintaining, installing, repairing, altering and operating sewer lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, irrigation water distribution systems, sewage disposal systems, effluent disposal systems, pipes, syphons, valves, gates, pipelines, electrical lines, cable television service, any electronic systems, and all machinery and apparatus appurtenant to all of the foregoing as may be necessary or desirable for the installation and maintenance of utilities servicing all Owners of any of the Properties. All such easements shall be of a size, width and location as the DECLARANT, in its discretion, deems best but selected in a location so as to not unreasonably interfere with the use of any improvements which are now, or will be, located upon the Properties. Said easements may be specifically assigned by instrument of public record to any utility provider, from time to time and at any time, as deemed necessary by DECLARANT.

A. Notwithstanding the foregoing reservation of utility easements, no utility provider shall have any utility easement upon, over, under or across any water body located within the Properties wherein title to the Tract under said water body is titled in or dedicated to the Northern Palm Beach County Water Control District or the District's successor, Northern Palm Beach County Improvement District. Application for a permit for the maintenance of any utility service upon, over, under or across said Tract shall be upon application to and approval by the Northern Palm Beach County Improvement District.

B. In the event that either DECLARANT, District, or the Master Association requires the relocation of any telephone facilities owned by Southern Bell Telephone and Telegraph Co. located within Tract A (Woodbine Trail), which telephone facilities were installed pursuant to a District permit, the Master Association shall pay to Southern Bell Telephone and Telegraph Co. the cost of relocating the facilities requested to be relocated by either DECLARANT, District or the Master Association.

C. In the event that either DECLARANT, District, or the Master Association requires

the relocation of any electric power facilities owned by Florida Power and Light Company located within Tract A (Woodbine Trail), which electric power facilities were installed pursuant to Northern Palm Beach County Water Control District permit, the Master Association shall pay to Florida Power and Light Company, the cost of relocating the facilities requested to be relocated by either DECLARANT, District, or the Master Association. Further, in the event Florida Power and Light Company fails to restore at Florida Power and Light Company's sole expense, any disturbance to the landscaping, shrubs, plants, trees, irrigation system, lighting fixtures and related electric lines and controls, bike paths and/or sidewalks located within Tract A (Woodbine Trail) or located within any Landscape Easement Area granted to District, the Master Association shall pay the costs of restoring the aforesaid disturbance to the landscaping, shrubs, plants, trees, irrigation systems, lighting fixtures and related electric lines and controls, bike paths and/or sidewalks requested to be restored by either District, DECLARANT, or Master Association."

IN WITNESS WHEREOF, the DECLARANT has executed this Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of WOODBINE Adding WOODBINE PARCEL "H" and Amending Section 8.02 Utility Easements, this 31 day of July, 1997.

Signed, sealed and delivered
in the presence of:

Janice M. Fenniman
(Signature of Witness #1)

Janice M. Fenniman
(Print Name of Witness #1)

John Fenniman
(Signature of Witness #2)

JOHN FENNIMAN
(Print Name of Witness #2)

SCHICKEDANZ BROS - RIVIERA LTD.
a Florida Limited Partnership,
by its General Partner,
SCHICKEDANZ ENTERPRISES, INC.,
a Florida corporation

By: Waldemar Schickedanz
Waldemar Schickedanz, President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing document was acknowledged before me this 31 day of July, 1997, by WALDEMAR SCHICKEDANZ, President of SCHICKEDANZ ENTERPRISES, INC., a Florida corporation, General Partner of SCHICKEDANZ BROS - RIVIERA LTD., a Florida Limited Partnership, on behalf of the Partnership. He is personally known to me.



John H. Fenniman
MY COMMISSION # CCS46054 EXPIRES
February 20, 1998
DONOR THIRD TROY FARM INSURANCE, INC.

(NOTARIAL STAMP)

NOTARY PUBLIC

John H. Fenniman
Print Name:

My Commission No.:

My Commission Expires:

JL
Prepared by and Return to:
John Fenniman, Esquire
John Fenniman, Chartered
900 SE Ocean Blvd., Suite 120
Stuart, Florida 34994

**SIXTH AMENDMENT AND SUPPLEMENTAL DECLARATION TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
OF
WOODBINE
ADDING
WOODBINE PARCEL "I"
AND
EXCLUDING WOODBINE PARCEL "I" FROM THE PROVISIONS
OF SECTIONS 11.03, 12.06, 12.07, 12.11, 12.12, 12.31, 12.32, AND 12.38
AND ADDING
PHASE ONE TO SECTION 2.05
AND AMENDING SECTION 3.39
AND
AMENDING SECTIONS 4.04, 4.05, 8.01.B, 9.05, 12.02, 13.03, AND 14.02
AS SAID SECTIONS PERTAIN TO WOODBINE PARCEL "I"**

COMES NOW SCHICKEDANZ BROS - RIVIERA LTD., a Florida limited partnership, by its sole General Partner, Schickedanz Enterprises, Inc., a Florida corporation, with offices at 4152 W. Blue Heron Blvd., Suite 116, Riviera Beach, Florida 33404 (hereinafter sometimes referred to as "DECLARANT"); and

WHEREAS, all of Parcel "I" of the Plat of WOODBINE (Woodbine Residential Planned Unit Development) recorded in Plat Book 72, Pages 46 through 49, inclusive, Palm Beach County, Florida, public records, was replatted together with additional properties beyond the MAXIMUM POTENTIAL LANDS of Woodbine Residential Planned Unit Development, together with a portion of Tract "L3" and a portion of Tract "R-4" of the Plat of WOODBINE (Woodbine Residential Planned Unit Development) recorded in Plat Book 72, Pages 46 through 49, inclusive, Palm Beach County, Florida, public records, as WOODBINE PARCEL "I" according to the plat thereof filed on November 16, 1998, in Plat Book 83, Page 163, Palm Beach County, Florida, public records.

NOW THEREFORE, Schickedanz Bros - Riviera Ltd. as DECLARANT, pursuant to the rights reserved to Schickedanz Bros - Riviera Ltd. at Section 2.03 and Section 2.05 of the Declaration of Covenants, Conditions and Restrictions of WOODBINE recorded in Official Records Book 8271, Page 9, Public Records of Palm Beach County, Florida (hereinafter referred

to as the "Declaration"), and further, pursuant to the rights reserved to Schickedanz Bros - Riviera Ltd., as DECLARANT at Section 14.03 Amendments by the DECLARANT, of the Declaration, does amend the "Declaration" as follows:

1. Declarant submits the additional phase and property described as the 8.79 acres more or less of Phase One (more particularly described in Amended Exhibit "C" attached and made a part hereof) to be subject to this Declaration effective upon the filing of this Sixth Amendment and Supplemental Declaration in the public records of Palm Beach County, Florida. Phase One comprises a portion of Woodbine Parcel "I".

2. Declarant hereby amends Section 3.39 "Woodbine Residential Planned Unit Development Resolution" to read as follows:

Section 3.39. "Woodbine Residential Planned Unit Development Resolution" shall mean the conceptual Planned Unit Development designated in City of Riviera Beach Resolution No. 248-91 passed and adopted November 6, 1991, as such Resolution is amended by City of Riviera Beach Resolution No. 7-93, Resolution No. 93-98, and as said Resolutions may be amended by the City of Riviera Beach from time to time. The MAXIMUM POTENTIAL LANDS of Woodbine Residential Planned Unit Development Resolution shall mean the 145.55 acres, more or less, of land (real property) more particularly described in First Amended Exhibit C, which MAXIMUM POTENTIAL LANDS of Woodbine Residential Planned Unit Development Resolution have been platted as the Plat of Woodbine and Plat of Woodbine Parcel "I".

3. Declarant submits the real property and parcels of land of WOODBINE PARCEL "I" to become a part of WOODBINE as defined at Section 3.38 of the Declaration by adding to Section 2.02 of the Declaration as additional subparagraph "L" of Section 2.02 all that real estate and parcels of land described as WOODBINE PARCEL "I" according to the Plat thereof recorded in Plat Book 83, Pages 163 through 166 inclusive, Public Records of Palm Beach County, Florida, as described hereinabove (hereinafter referred to as "Woodbine Parcel "I"").

4. Declarant hereby excludes Woodbine Parcel "I" from the provisions of Section 11.03 Notice to Master Association of Lease. The Person holding fee title to Woodbine Parcel "I" shall provide to the then Secretary of the Master Association, an Occupant list of each Multi-Family Unit within Woodbine Parcel "I". The Occupant list shall be provided each calendar quarter of each year during the term of the Declaration. The Occupant list shall contain the name(s) of the Occupant(s), the Multi-Family Unit designation, and expiration date of the occupancy.

5. Declarant hereby excludes Woodbine Parcel "I" from the provisions of Section 12.06 Vehicle Parking and Storage; and Section 12.07 Authority to Tow. This exclusion of Woodbine Parcel "I" from the provisions of Section 12.06, and 12.07 applies only to the land area of Woodbine Parcel "I". The Person holding fee title to Woodbine Parcel "I" and the Occupants of any Multi-Family Units located within Woodbine Parcel "I" are subject to the

provisions of Section 12.06, and Section 12.07, as they pertain to any land area of WOODBINE outside of the boundaries of Woodbine Parcel "I".

6. Declarant hereby excludes Woodbine Parcel "I" from the provisions of Section 12.11 Pets and Section 12.12 Walking of Pets. This exclusion of Woodbine Parcel "I" from the provisions of Section 12.11 and 12.12 applies only to the land area of Woodbine Parcel "I". The Person holding fee title to Woodbine Parcel "I" and the Occupants of any Multi-Family Units located within Woodbine Parcel "I" are subject to the provisions of Section 12.11 and Section 12.12, as they pertain to any land area of WOODBINE outside of the boundaries of Woodbine Parcel "I".

7. Declarant hereby excludes Woodbine Parcel "I" from the provisions of Section 12.31 Rental and Leasing. The exclusion of Woodbine Parcel "I" from the provisions of Section 12.31 shall not exclude the Person holding fee title to Woodbine Parcel "I" nor the Occupants of any Multi-Family Units located within Woodbine Parcel "I" from the rules and regulations of the Master Association pertaining to the Common Areas, Common Property, nor the Recreational Facilities.

8. Declarant hereby excludes Woodbine Parcel "I" from the provisions of Section 12.32 Bicycle Storage. This exclusion of Woodbine Parcel "I" from the provisions of Section 12.32 applies only to the land area of Woodbine Parcel "I". The Person holding fee title to Woodbine Parcel "I" and the Occupants of any Multi-Family Units located within Woodbine Parcel "I" are subject to the provisions of Section 12.32 as it pertains to any land area of WOODBINE outside of the boundaries of Woodbine Parcel "I".

9. Declarant hereby excludes Woodbine Parcel "I" from the provisions of Section 12.38 Additional Use Restrictions. The Board of Directors of the Master Association may not adopt any additional rules or regulations applicable within the boundary of Woodbine Parcel "I" without the express prior written consent of the Person holding fee title to Woodbine Parcel "I".

10. Declarant hereby amends Section 4.04 Non-Voting Membership to read as follows:

The Master Association shall have one (1) class of non-voting membership who shall be all persons or entities holding fee simple title to any Lot, Tract or Unit in the Properties. When more than one (1) person holds the ownership interest required for membership, all such persons shall be non-voting members. The Occupants of any Multi-Family Units located within Woodbine Parcel "I" shall be entitled to the use, on an equal basis with Owners of any Unit, of the Common Properties of the Master Association, with the exception of the pools and clubhouse structure of the Common Property of both Tract "R-1" of Woodbine (Woodbine Residential Planned Unit Development" according to the plat thereof recorded in Plat Book 72, Pages 46 through 49, inclusive, and Tract "R-5", Woodbine Parcel "J" according to the plat thereof recorded in Plat Book 77, Pages 146 through 150, inclusive, both Palm Beach County, Florida, public records. There are currently

no Common Properties within the boundaries of Woodbine Parcel "I" and in no event shall any of those certain clubhouse facilities, fitness centers, pools, jacuzzis, tot lots, tennis courts, car wash facilities, or any similar facilities or amenities now or hereafter located within the boundaries of Woodbine Parcel "I" be deemed to be "Common Properties" hereunder.

11. Declarant hereby amends Section 4.05 Representation of Non-Voting Members to read as follows:

The President (and in the President's absence, the Vice President) of the respective Sub-Associations, shall be a Director of the Master Association Board of Directors and as such shall represent the interests of the Non-Voting Members who own Units in the Parcel of land subject to the same Sub-Association. By the authority of the Declarant pursuant to Article VII of the Articles of Incorporation of the Master Association, the Person holding fee title to Woodbine Parcel "I" shall, from time to time, direct in writing to the Secretary of the Master Association, the name and mailing address of the individual designated to represent the interests of the Person holding fee title to Woodbine Parcel "I" within the Master Association, until such time, if such a time occurs, when a Sub-Association is formed to administer the Family Dwelling Units within Woodbine Parcel "I". The subsequent grantee or successor to the Person holding fee title to Woodbine Parcel "I" shall, from time to time, designate in writing the name of the individual to serve as a Director of the Master Association Board of Directors to represent the interests of said Person holding fee title to Woodbine Parcel "I".

12. Declarant hereby amends Section 8.01.B. Common Properties

The Declarant hereby grants and assigns to each Member of a Sub-Association, and to the guests, tenants, lessees, licensees, and invitees of each member, as an appurtenance to the ownership of such Member's Unit, Lot, or Parcel, a perpetual nonexclusive easement for ingress and egress over, across, through and for the use and enjoyment of all Common Properties, located within those portions of the Properties maintained by any Sub-Association; such use and enjoyment to be shared in common with the other Members of such Sub-Association, their guests, lessees, licensees, and invitees, as well as the guests, lessees, and invitees of the Declarant.

The Declarant hereby grants and assigns to the Person holding fee title to Woodbine Parcel "I" and to the guests, licensees and invitees of each Occupant of a Multi-Family Unit located within Woodbine Parcel "I", as an appurtenance to the Person holding fee title ownership of the Multi-Family Units within Woodbine Parcel "I", a perpetual nonexclusive easement for ingress and egress over, across, through and for the use and enjoyment of the Common Properties with the exception of the pools and clubhouse structure of the Common Property of both Tract "R-1" of Woodbine (Woodbine Residential Planned Unit Development) according to the plat thereof recorded in Plat Book 72, Pages 46 through 49.

inclusive, and Tract "R-5", Woodbine Parcel "J" according to the plat thereof recorded in Plat Book 77, Pages 146 through 150, inclusive, both Palm Beach County, Florida, public records, located within those portions of the Properties maintained by any Sub-Association; such use and enjoyment to be shared in common with the other Members of such Sub-Association, their guests, lessees, licensees, and invitees, as well as the guests, lessees, and invitees of the Declarant.

13. Declarant hereby amends Section 9.05 Proportion of Annual Assessments by Acreage to read as follows:

WOODBINE is the residential development of those Parcels of land within the Woodbine Residential Planned Unit Development Resolution that are described in Article 2.02 and those parcels of land that may be added to Article 2.02 from time to time by amendment to this Declaration. The Plat of Woodbine sets forth various Parcels of real property which may or may not be developed residentially in the future. Parcels may or may not comply uniformly with the Development Plan or Master Plan in existence or as said Development Plan/Master Plan may be amended from time to time. It is intended within the MAXIMUM POTENTIAL LANDS of Woodbine Residential Planned Unit Development Resolution that the density of residential development within each parcel shall be at a different density for each Parcel although some Parcels may be comparable in density development. Inasmuch as the Master Association provides services to the Common Area and Common Property that serve all of the Parcels, the proportion of assessments is shared approximately by each Parcel according to the proportion that each Parcel's acreage bears to the net acreage of the residential development Parcels within WOODBINE from time to time. The Master Association shall assess each Parcel for said Parcel's approximate proportionate share of the Master Association's operating budget according to the ratio that the acreage of each Parcel bears to the net acreage of the residential development Parcels (including the acreage of Woodbine Parcel "I") within WOODBINE from time to time. Therefore, the percentage ratio of a Parcel's (and Woodbine Parcel "I"'s) contribution to the operating budget of the Master Association shall change from time to time as Parcels may be added to become part of WOODBINE.

A. Each Sub-Association, in turn, shall prorate the dollar assessment of the Sub-Association's respective Parcel, equally among the Units located within said Sub-Association Parcel. Therefore, the assessment for a Unit within a Parcel that has a greater density of development per acre shall be less than the assessment of a Unit within a Parcel that has a lower density of development per acre.

B. The DECLARANT'S Units, prior to turnover of the Master Association, and DECLARANT'S Parcels, if any, (1) are not included in the computation of assessments; and (2) are expressly exempt from any Master Association assessment(s).

C. The Person holding fee title to Woodbine Parcel "I" shall be responsible for the payment of the dollar assessment levied against Woodbine Parcel "I" and Woodbine Parcel "I" shall be assessed the proportionate assessments according to the proportion that Woodbine Parcel "I"'s acreage bears to the net acreage of the residential development Parcels (including Woodbine Parcel "I") within WOODBINE from time to time.

14. Declarant hereby amends Section 12.02 Temporary Structures, by adding the following:

Notwithstanding the foregoing, until such time as the Certificates of Occupancy are issued for the Multi-Family Structures on Woodbine Parcel "I", Woodbine Parcel "I" is exempt from the provisions of this Section 12.02 Temporary Structures.

15. Declarant hereby amends Section 13.03 Fines by adding a new sub-section H as follows:

H. Person Holding Fee Title to Woodbine Parcel "I" Responsible for Fines Imposed Upon Occupants of Multi-Family Units within Woodbine Parcel "I". Notwithstanding the foregoing provisions of Section 13.03, the Person holding fee title to Woodbine Parcel "I" shall stand in the shoes of a defined "Owner" for the purposes of Article 13 and said Person holding fee title to Woodbine Parcel "I" shall be responsible for the payment of any Individual Assessment fine imposed by the Master Association because of the failure by any Occupant of a Multi-Family Unit within Woodbine Parcel "I" and the Occupants' guests and invitees to comply with the Use Restrictions or any of the rules and regulations adopted by the Master Association as well as the covenants, conditions and restrictions of this Declaration, as amended. The Amount of Fines authorized to be levied by the Directors in subparagraph C of this Section 13.03 imposed against the Person holding fee title to Woodbine Parcel "I" for the activities of an Occupant of a Multi-Family Unit within Woodbine Parcel "I" shall be cumulative only with respect to the successive acts of non-compliance or violation by an individual Occupant(s) of a Multi-Family Unit within Woodbine Parcel "I" and shall not be cumulative as to the Person holding fee title to Woodbine Parcel "I".

16. Declarant hereby amends and restates Section 14.02 Amendments by DIRECTORS to read as follows:

Section 14.02. Amendments by DIRECTORS. The Board of Directors of the Master Association may amend this Declaration at any time. Amendment requires the affirmative written approval of Three-Fourths (3/4th) of all Directors. If any proposed amendment to this Declaration is approved by the Board of Directors as

set forth above, the President and Secretary of the Master Association shall execute an Amendment to this Declaration which shall set forth the following: the amendment; the effective date of the amendment, which date shall be at least sixty (60) days after the date of the recording of the amendment; the date of the meeting of the Board of Directors of the Master Association at which such amendment was adopted; the date that notice of such meeting was given; the total number of Directors of the Master Association; and the total number of Directors approving the amendment. Such amendment shall be recorded in the Official Records.

A. Notwithstanding the foregoing provisions of this Section 14.02, any amendment which would affect the surface water management system, including the surface water management portions of the Common Areas, must have the prior approval of the South Florida Water Management District and Northern Palm Beach County Water Improvement District (formerly Northern Palm Beach County Water Control District); and any amendment which would affect Tract A or any roadways within the Properties must have the prior approval of Northern Palm Beach County Improvement District and the City of Riviera Beach, Florida.

B. Notwithstanding the foregoing provisions of this Section 14.02, any amendment which would diminish the rights and powers of Schickedanz Bros - Riviera Ltd. or the DECLARANT or increase the obligations of Schickedanz Bros - Riviera Ltd. or the DECLARANT must have the prior written approval of Schickedanz Bros - Riviera Ltd. or the DECLARANT as affected.

C. Notwithstanding the foregoing provisions of this Section 14.02, any amendment by the Board of Directors of the Master Association which would, impair, restrict, prohibit or regulate the rental of Multi-Family Units, or the operations or use of Woodbine Parcel "I" as a Multi-Family apartment project by the Person holding fee title to Woodbine Parcel "I", or any amendment which would apply solely to Woodbine Parcel "I" or to the Occupants of Multi-Family Units within Woodbine Parcel "I", or any amendment which would increase the obligations of the Person holding fee title to Woodbine Parcel "I" without increasing the obligations of all Sub-Associations at the same time and in the same manner, must have the prior written approval of the Person then holding fee title to Woodbine Parcel "I".

D. Notwithstanding the foregoing provisions of this Section 14.02, any amendment by the Board of Directors of the Master Association which would amend Section 9.05, or amend the provisions of the Declaration which have been amended in whole or in part or from which Woodbine Parcel "I" has been excluded by this instant Sixth Amendment to the Declaration, must have the prior written approval of the Person then holding fee title to Woodbine Parcel "I".

IN WITNESS WHEREOF, the DECLARANT has executed this Sixth Amendment and Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions of WOODBINE Adding WOODBINE PARCEL "I" and Excluding Woodbine Parcel "I" from the Provisions of Sections 11.03, 12.06, 12.07, 12.11, 12.12, 12.31, 12.32 and 12.38 and Adding Phase One to Section 2.05 and Amending Section 3.39, and Amending Sections 4.04, 4.05, 8.01.B, 9.05, 12.02, 13.03, and 14.02 as said Sections Pertain to Woodbine Parcel "I", this 30th day of June, 1999.

Signed, sealed and delivered in the presence of:

Vicky L. Butler
(Signature of Witness #1)

Vicky L. Butler
(Print Name of Witness #1)

John Fenniman
(Signature of Witness #2)

JOHN FENNIMAN
(Print Name of Witness #2)

SCHICKEDANZ BROS - RIVIERA LTD.
a Florida Limited Partnership,
by its General Partner,
SCHICKEDANZ ENTERPRISES, INC.,
a Florida corporation

By: Waldemar Schickedanz
Waldemar Schickedanz, President


STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing document was acknowledged before me this 30th day of June, 1999, by WALDEMAR SCHICKEDANZ, President of SCHICKEDANZ ENTERPRISES, INC., a Florida corporation, General Partner of SCHICKEDANZ BROS - RIVIERA LTD., a Florida Limited Partnership, on behalf of the Partnership. He is personally known to me.

 John H. Fenniman
MY COMMISSION # CC726972 EXPIRES
March 16, 2002
LONG BEACH, TEXAS

(NOTARIAL STAMP)

NOTARY PUBLIC
John H. Fenniman
Print Name:
My Commission No.:
My Commission Expires:

AMENDED EXHIBIT C

MAXIMUM POTENTIAL LANDS
ofWoodbine Residential Planned Unit Development Resolution

Land lying in the Northwest One-Quarter of Section 25, Township 42 South, Range 42 East, City of Riviera Beach, Palm Beach County, Florida, said land being more particularly described as follows:

COMMENCING AT the Northwest Corner of Said Section 25; thence, South $01^{\circ}39'13''$ West, along the West line of said Section 25, a distance of 30.00 feet for a Point of Beginning:

THENCE, continue South $01^{\circ}39'13''$ West, along the West line of said Section 25, a distance of 2188.75 feet to the Northwest Corner of the West 475 feet of the South 425 feet of the Northwest One-Quarter of said Section 25; thence, South $88^{\circ}38'25''$ East, along the North line of the West 475 feet of the South 425 feet of the Northwest One-Quarter of said Section 25, a distance of 475.01 feet to the Northeast Corner of the West 475 feet of the South 425 feet of the Northwest One-Quarter of said Section 25; thence, South $01^{\circ}39'13''$ West, along the East line of the West 475 feet of the South 425 feet of the Northwest One-Quarter of said Section 25, a distance of 425.01 feet to the Southeast Corner of the West 475 feet of the South 425 feet of the Northwest One-Quarter of said Section 25; thence, South $88^{\circ}38'25''$ East, along the South line of the Northwest One-Quarter of said Section 25; a distance of 1939.32 feet; thence North $01^{\circ}45'20''$ East, departing said South line, a distance of 501.82 feet; thence, South $88^{\circ}14'40''$ East, a distance of 175.00 feet; thence, South $43^{\circ}14'40''$ East, a distance of 35.36 feet to the intersection thereof with the West Right-of-Way line of Military Trail (S.R. No. 809); thence, North $01^{\circ}45'20''$ East, along said West Right-of-Way line, and along a line 60.00 feet West of, as measured at right angles to, the East line of the Northwest One-Quarter of said Section 25, a distance of 15.00 feet to the intersection thereof with the Right-of-Way line of an additional Right-of-Way for Military Trail as recorded in Official Records Book 6919, Page 745, Public Records, Palm Beach County, Florida; thence, North $88^{\circ}14'40''$ West, along said additional Right-of-Way line, a distance of 12.00 feet; thence, North $01^{\circ}45'20''$ East, continuing along said additional Right-of-Way line, a distance of 135.00 feet; thence, South $46^{\circ}45'20''$ West, departing said Right-of-Way line, a distance of 35.36 feet; thence, North $88^{\circ}14'40''$ West, a distance of 248.00 feet to the Point of Curvature of a curve to the left, having a radius of 800.00 feet; thence, Westerly along said curve, through a central angle of $00^{\circ}55'52''$, a distance of 13.00 feet to the end of said curve; thence, North $01^{\circ}45'20''$ East, a distance of 188.88 feet; thence, North $88^{\circ}14'40''$ West, a distance of 188.00 feet; thence, North $01^{\circ}45'20''$ East, a distance of 251.00 feet; thence, North $58^{\circ}23'55''$ West, a distance of 70.33 feet; thence, North $01^{\circ}45'20''$ East, a distance of 235.00 feet; thence, North $38^{\circ}21'45''$ East, a distance of 43.60 feet; thence, North $01^{\circ}45'20''$ East, a distance of 230.00 feet; thence, North $46^{\circ}45'20''$ East, a distance of 36.77 feet; thence, South $88^{\circ}14'40''$ East, a distance of 199.00 feet; thence, North $01^{\circ}45'20''$ East, a distance of 332.00 feet; thence South $88^{\circ}14'40''$ East, a distance of 271.00 feet; thence, South $43^{\circ}14'40''$ East, a distance of 35.36 feet to the intersection thereof with the West Right-of-Way line of Military Trail (S.R. No. 809); thence, North $01^{\circ}45'20''$ East, along the West Right-of-Way line of said Military Trail and along a line 60 feet West of, as measured at right angles to, the East line of the

Northwest One-Quarter of said Section 25, a distance of 15.00 feet to the intersection thereof with the Right-of-Way line of an additional Right-of-Way for Military Trail as recorded in Official Records Book 6919, Page 745, of said Public Records; thence, North 88°14'40" West, along said additional Right-of-Way line, a distance of 12.00 feet; thence North 01°45'20" East, continuing along said additional Right-of-Way line, a distance of 334.00 feet; thence, North 05°34'10" East, continuing along said additional Right-of-Way line, a distance of 180.40 feet; thence, North 01°45'20" East, departing said additional Right-of-Way line, along the West Right-of-Way line of said Military Trail and along a line 60 feet West of, as measured at right angles to, the East line of the Northwest One-Quarter of said Section 25, a distance of 176.97 feet to the intersection thereof with a line 30 feet South of, as measured at right angles to, the North line of the Northwest One-Quarter of said Section 25; thence, North 88°38'56" West, along said line, a distance of 2618.98 feet to the Point of Beginning.

CONTAINING 136.76 acres, more or less.

TOGETHER WITH PHASE ONE containing 8.79 acres, more or less.

A parcel of land lying in the Northwest One-Quarter of Section 25, Township 42 South, Range 42 East, City of Riviera Beach, Palm Beach County, Florida, being more particularly described as Follows:

Beginning at the Northeast corner of Parcel "1", Woodbine, according to the Plat thereof, as recorded in Plat Book 72, Page 46, Public Records, Palm Beach County, Florida; thence, South 01°45'20" West, along the Easterly boundary line of said Parcel "1", a distance of 332.00 feet; thence, North 88°14'40" West, continuing along said boundary line, a distance of 199.00 feet; thence South 46°45'20" West, continuing along said boundary line, a distance of 36.77 feet; thence, South 01°45'20" West, continuing along said boundary line, a distance of 230.00 feet; thence, South 38°21'45" West, continuing along said boundary line, a distance of 43.60 feet; thence, South 01°45'20" West, continuing along said boundary line, a distance of 235.00 feet; thence, South 58°23'55" East, continuing along said boundary line, a distance of 70.33 feet; thence, South 01°45'20" West, continuing along said boundary line, a distance of 251.00 feet; thence, South 88°14'40" East, continuing along said boundary line, a distance of 188.00 feet; thence, South 01°45'20" West, continuing along said boundary line, a distance of 188.88 feet to the Southeast corner of said Parcel "1"; said Southeast corner being a point on the North right-of-way line of Woodbine Trail as shown on said Plat; said point being a point on a curve concave Southerly, having a radius of 800.00 feet and whose radius point bears South 00°49'28" West; thence, Easterly along said right-of-way line, through a central angle of 00°55'52", a distance of 13.00 feet; thence, North 01°45'20" East, departing said right-of-way line, a distance of 802.77 feet; thence, South 88°14'40" East, a distance of 239.00 feet to the intersection thereof with the West right-of-way line of Military Trail (State Road No. 809); thence North 01°45'20" East, along said right-of-way line, a distance of 505.00 feet to the intersection thereof with the South right-of-way line of Woodbine Trail as shown on said Plat of Woodbine; thence, North 43°14'40" West, along said South right-of-way line, a distance of 35.36 feet; thence, North 88°14'40" West, continuing along said South right-of-way line, a distance of 271.00 feet to the point of beginning.



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DR BK 13661 PG 0355
Palm Beach County, Florida

Prepared by and Return to:
John Fenniman, Esquire
John Fenniman, Chartered
900 S.E. Ocean Boulevard, Suite 120
Stuart, Florida 34994

This is Not a

**SEVENTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
OF
WOODBINE
ADDING
TRACT "S" OF WOODBINE PARTIAL RE-PLAT**

COMES NOW SCHICKEDANZ BROS - RIVIERA LTD., a Florida limited partnership, by its sole General Partner, Schickedanz Enterprises, Inc., a Florida corporation, with offices at 7711 N. Military Trail - Third Floor, Palm Beach Gardens, Florida 33418 (hereinafter sometimes referred to as "DECLARANT"); and

WHEREAS, a portion of the Plat of Woodbine recorded in Plat Book 72, Pages 46 through 49, inclusive, Palm Beach County, Florida, public records, was replatted as WOODBINE PARTIAL RE-PLAT according to the plat thereof recorded in Plat Book 77, Page 143, Palm Beach County, Florida, public records.

NOW THEREFORE, Schickedanz Bros - Riviera Ltd. as DECLARANT, pursuant to the rights reserved to Schickedanz Bros - Riviera Ltd. at Section 2.03 of the Declaration of Covenants, Conditions and Restrictions of WOODBINE recorded in Official Records Book 8271, Page 9, Public Records of Palm Beach County, Florida, as amended, (hereinafter referred to as the "Declaration"), does amend the "Declaration" as follows:

Declarant submits the real property and parcel of land of Tract "S" of Woodbine Partial Re-Plat, to become a part of WOODBINE as defined at Section 3.38 of the Declaration by adding

This is Not a

to Section 2.02 of the Declaration as additional subparagraph "N" of Section 2.02 all that real estate and parcels of land described as Tract "S" of Woodbine Partial Re-Plat according to the Plat thereof recorded in Plat Book 77, Pages 143 through 145 inclusive, Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, the DECLARANT has executed this Seventh Amendment to Declaration of Covenants, Conditions and Restrictions of WOODBINE Adding Tract "S" of Woodbine Partial Re-Plat this 3rd day of APRIL, 2002.

Signed, sealed and delivered
in the presence of:

SCHICKEDANZ BROS - RIVIERA LTD.
a Florida Limited Partnership,
by its General Partner,
SCHICKEDANZ ENTERPRISES, INC.,
a Florida corporation

John Fenniman
(Signature of Witness #1)

JOHN FENNIMAN
(Print Name of Witness #1)

Pamela K. Roldin
(Signature of Witness #2)

Pamela K. Roldin
(Print Name of Witness #2)

By: G. Schickedanz VP
G. H. SCHICKEDANZ
Vice President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing document was acknowledged before me this 3rd day of April, 2002, by G. H. SCHICKEDANZ, Vice President of SCHICKEDANZ ENTERPRISES, INC., a Florida corporation, General Partner of SCHICKEDANZ BROS - RIVIERA LTD., a Florida Limited Partnership, on behalf of the Partnership. He is personally known to me.



Pamela K. Roldin
MY COMMISSION # 00025889 EXPIRES
August 31, 2005
BONDED THRU TROY PAW INSURANCE, INC.

(NOTARIAL STAMP)

NOTARY PUBLIC

Pamela K. Roldin
Print Name:

My Commission No.:

My Commission Expires:

COPIES



Prepared by and Return to:
 John Fenniman, Esquire
 John Fenniman, Chartered
 900 SE Ocean Blvd., Suite 120
 Stuart, Florida 34994

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 Palm Beach County, Florida

**EIGHTH AMENDMENT AND SUPPLEMENTAL DECLARATION TO
 DECLARATION OF COVENANTS, CONDITIONS
 AND RESTRICTIONS
 OF
 WOODBINE
 AMENDING SECTION 3.39
 AND ADDING
 SEMINOLE GARDENS AT WOODBINE PARCEL "F"
 TO SECTION 2.02
 AND
 MODIFYING SECTION 8.01.B
 AS SAID SECTION PERTAINS TO
 SEMINOLE GARDENS AT WOODBINE PARCEL "F"**

COMES NOW SCHICKEDANZ BROS - RIVIERA LTD., a Florida limited partnership, by its sole General Partner, Schickedanz Enterprises, Inc., a Florida corporation, with offices at 7711 N. Military Trail - Third Floor, Palm Beach Gardens, Florida 33418 (hereinafter sometimes referred to as "DECLARANT"); and

WHEREAS, all of Parcel "F" of the Plat of WOODBINE PARTIAL RE-PLAT recorded in Plat Book 77, Pages 143 through 145, inclusive, Palm Beach County, Florida, public records, together with a portion of the Northwest One-Quarter of Section 25, Township 42 South, Range 42 East, Palm Beach County, Florida, lying Easterly of, and contiguous to, said Parcel "F" and being more particularly described as follows: Beginning at the Southeast corner of said Parcel "F"; thence, North 01°45'20" East, along the East line of said Parcel "F", a distance of 501.82 feet to the Northeast corner of said Parcel "F"; thence, South 88°14'40" East, along the South right-of-way line of Woodbine Trail as shown on the Plat of WOODBINE, as recorded in Plat Book 72, Page 46, Public Records, Palm Beach County, Florida, a distance of 175.00 feet; thence, South 43°14'40" East, continuing along said right-of-way line, a distance of 35.36 feet to the intersection thereof with the West right-of-way line of Military Trail (State Road No. 809); thence, South 01°45'20" West, along said West right-of-way line, a distance of 475.44 feet to a point on the South line of the Northwest one-quarter of said Section 25; said point bears North 88°38'25" West, a distance of 60.00 feet from the Southeast corner of the Northwest one-quarter of said Section 25; thence, North 88°38'25" West, along said South line, a distance of 200.00 feet to the Point of Beginning, was replatted as Seminole Gardens at Woodbine Parcel "F", according to the plat thereof filed on November 22, 2002, in Plat Book 96, Page 131.

Palm Beach County, Florida, public records (hereinafter "SEMINOLE GARDENS AT WOODBINE PARCEL "F"), and

WHEREAS, SEMINOLE GARDENS AT WOODBINE PARCEL "F", in the judgment of DECLARANT pursuant to Section 2.05.A, requires additions and modifications of the Declaration of Covenants, Conditions and Restrictions of Woodbine.

NOW THEREFORE, Schickedanz Bros - Riviera Ltd. as DECLARANT, pursuant to the rights reserved to Schickedanz Bros - Riviera Ltd. at Section 2.03 and Section 2.05 of the Declaration of Covenants, Conditions and Restrictions of WOODBINE recorded in Official Records Book 8271, Page 9, Public Records of Palm Beach County, Florida, as amended (hereinafter referred to as the "Declaration"), does amend the Declaration as follows:

1. DECLARANT submits the additional phase and property described as the 2.29 acres more or less of Phase Two (more particularly described in Second Amended Exhibit "C" MAXIMUM POTENTIAL LANDS OF WOODBINE RESIDENTIAL PLANNED UNIT DEVELOPMENT, attached and made a part hereof) to be subject to this Declaration effective upon the filing of this Eighth Amendment and Supplemental Declaration in the public records of Palm Beach County, Florida. The 2.29 acres of Phase Two and Parcel "F" of the prior Plat of Woodbine Partial Replat comprises all of Seminole Gardens at Woodbine Parcel "F".

2. DECLARANT hereby amends Section 3.39 "Woodbine Residential Planned Unit Development Resolution" to read as follows: (new text underlined)

Section 3.39. "Woodbine Residential Planned Unit Development Resolution" shall mean the conceptual Planned Unit Development designated in City of Riviera Beach Resolution No. 248-91 passed and adopted November 6, 1991, as such Resolution is amended by City of Riviera Beach Resolution No. 7-93, Resolution No. 93-98, and as said Resolutions may be amended by the City of Riviera Beach from time to time. The MAXIMUM POTENTIAL LANDS of Woodbine Residential Planned Unit Development Resolution shall mean the 147.84 acres, more or less, of land (real property) more particularly described in Second Amended Exhibit C, which MAXIMUM POTENTIAL LANDS of Woodbine Residential Planned Unit Development Resolution have been platted as the Plat of Woodbine, Plat of Woodbine Parcel "I", and the Plat of Seminole Gardens at Woodbine Parcel "F".

3. DECLARANT submits the real property and parcels of land of SEMINOLE GARDENS AT WOODBINE PARCEL "F" to become a part of WOODBINE as defined at Section 3.38 of the Declaration by adding to Section 2.02 of the Declaration as additional subparagraph "O" of Section 2.02 all that real estate and parcels of land described as SEMINOLE GARDENS AT WOODBINE PARCEL "F".

4. DECLARANT hereby modifies Section 8.01.B. Common Properties to read as follows: (new text underlined)

The Declarant hereby grants and assigns to each Member of a Sub-Association, and to the guests, tenants, lessees, licensees, and invitees of each member, as an appurtenance to the ownership of such Member's Unit, Lot, or Parcel, a perpetual nonexclusive easement for ingress and egress over, across, through and for the use and enjoyment of all Common Properties, located within those portions of the Properties maintained by any Sub-Association; such use and enjoyment to be shared in common with the other Members of such Sub-Association, their guests, lessees, licensees, and invitees, as well as the guests, lessees, and invitees of the Declarant.

The Declarant hereby grants and assigns to the Person holding fee title to Woodbine Parcel "I" and to the guests, licensees and invitees of each Occupant of a Multi-Family Unit located within Woodbine Parcel "I", as an appurtenance to the Person(s) holding fee title ownership of the Multi-Family Units within Woodbine Parcel "I" a perpetual nonexclusive easement for ingress and egress over, across, through and for the use and enjoyment of the Common Properties with the exception of the pools and clubhouse structure of the Common Property of both Tract "R-1" of Woodbine (Woodbine Residential Planned Unit Development) according to the plat thereof recorded in Plat Book 72, Pages 46 through 49, inclusive, and Tract "R-5", Woodbine Parcel "J" according to the plat thereof recorded in Plat Book 77, Pages 146 through 150, inclusive, both Palm Beach County, Florida, public records, located within those portions of the Properties maintained by any Sub-Association; such use and enjoyment to be shared in common with the other Members of such Sub-Association, their guests, lessees, licensees, and invitees, as well as the guests, lessees, and invitees of the Declarant.

Notwithstanding the foregoing provisions of Section 8.01.B. the access, use and enjoyment of Tract "R" and Tract "P-5" of Seminole Gardens at Woodbine Parcel "F" and the improvements located thereon, shall be for the exclusive use and enjoyment of the members of Seminole Gardens at Woodbine Parcel "F" Homeowners' Sub-Association, Inc., as well as said member's guests, lessees and invites. Seminole Gardens at Woodbine Parcel "F" Homeowners' Sub-Association, Inc. shall be solely responsible for the care, maintenance, repair, upkeep and replacement, if required, of the grounds and facilities of the aforesaid Tract "R" and Tract "P-5" and the Master Association shall have no responsibility to provide any services to either the grounds nor the improvements of aforesaid Tract "R" and Tract "P-5".

IN WITNESS WHEREOF, the DECLARANT has executed this Eighth Amendment and

Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions of WOODBINE Amending Section 3.39 and Adding Seminole Gardens at Woodbine Parcel "F" to Section 2.02 and Modifying Section 8.01.B, as Said Section Pertains to Seminole Gardens at Woodbine Parcel "F", this 22 day of November, 2002.

DECLARANT:

SCHICKEDANZ BROS - RIVIERA LTD.
a Florida Limited Partnership,
by its General Partner,
SCHICKEDANZ ENTERPRISES, INC.,
a Florida corporation

Signed, sealed and delivered
in the presence of:

Gail A. Freese
(Signature of Witness #1)

Gail A. Freese
(Print Name of Witness #1)

ANA M. WILLIAMS
(Signature of Witness #2)

ANA M. WILLIAMS
(Print Name of Witness #2)

By: G. H. Schickedanz VP
G.H. Schickedanz, Vice President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing document was acknowledged before me this 22 day of November, 2002, by G. H. SCHICKEDANZ, Vice President of SCHICKEDANZ ENTERPRISES, INC., a Florida corporation, General Partner of SCHICKEDANZ BROS - RIVIERA LTD., a Florida Limited Partnership, on behalf of the Partnership. He is personally known to me.



Janice M. Fenniman
MY COMMISSION # CC953072 EXPIRES
November 5, 2004
BONDED THROUGH TROY FARM INSURANCE, INC.

(NOTARIAL STAMP)

Janice M. Fenniman
NOTARY PUBLIC

Print Name:
My Commission No.:
My Commission Expires: