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Joseph Abruzzo, Clerk  
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Prepared by and Return To:

Allison L. Hertz, Esquire  
Kaye Bender Rembaum, P.L.  
9121 N. Military Trail, Suite 200  
Palm Beach Gardens, FL 33410

SPACE ABOVE THIS LINE FOR PROCESSING DATA

**CERTIFICATE OF RECORDING  
RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR WOODS WALK AND RESTATED BY-LAWS OF  
WOODS WALK HOMEOWNERS' ASSOCIATION, INC.**

**THIS CERTIFICATE OF RECORDING RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR WOODS WALK AND RESTATED BY-LAWS OF WOODS WALK HOMEOWNERS' ASSOCIATION, INC.** (this "Certificate") is made this 31<sup>st</sup> day of May, 2023 by **WOODS WALK HOMEOWNERS' ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "Association").

**WHEREAS**, the Declaration of Covenants and Restrictions for Woods Walk was recorded in the Official Records of Palm Beach County, Florida, in Official Records Book **5458**, Page **1169**, et seq. (the "Declaration"); and

**WHEREAS**, the By-Laws of the Association (the "By-Laws") were recorded in the Official Records of Palm Beach County, Florida, in Official Records Book **12039**, Page **1689**, et seq. (the "By-Laws"); and

**WHEREAS**, the Association desires to restate the Declaration and the By-Laws, in their entirety, as set out in the Restated Declaration of Covenants and Restrictions for of Woods Walk (the "Restated Declaration") and the Restated By-Laws of Woods Walk Homeowners' Association, Inc. (the "Restated By-Laws");

**WHEREAS**, the Restated Declaration and the Restated By-Laws set forth the contents of the Declaration and the By-Laws, as amended as of the date of the recordation of this Certificate, incorporating all amendments and exhibits;

**NOW, THEREFORE**, the Association does hereby state and declare:

- 1. Recitals.** The foregoing recitations are true and correct and incorporated herein by reference.
- 2. Restated Declaration.** The Declaration is hereby restated in its entirety as set forth in the Restated Declaration attached hereto as Exhibit "A" and incorporated as if fully set forth herein.

3. **Restated By-Laws.** The By-Laws are hereby restated in their entirety as set forth in the Restated By-Laws attached hereto as Exhibit "B" and incorporated as if fully set forth herein.

**THE RESTATED DECLARATION AND THE RESTATED BY-LAWS CONTAIN THE CONTENTS OF THE DECLARATION AND BY-LAWS, AS AMENDED, AS OF THE DATE OF THIS RECORDATION.**

IN WITNESS WHEREFORE, this Certificate of Recording has been signed by the Association on the date set forth below.

Signed, Sealed and Delivered  
in the presence of:

**WOODS WALK HOMEOWNERS'  
ASSOCIATION, INC.**  
a Florida not-for-profit corporation

Witness No. 1

By: [Signature]  
Print Name: James T. Hinson

By: [Signature]  
Brenda Ungerer, President

Witness No. 2

By: [Signature]  
Print Name: Enrique A. Soriano

By: [Signature]  
Alan Adler, Secretary

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

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 31<sup>st</sup> day of May, 2023, by Brenda Ungerer, as President, and by Alan Adler, as Secretary of Woods Walk Homeowners' Association Inc., a Florida not-for-profit corporation, who are personally known to me or produced FL D/L as identification and did take an oath.



THERESA J. ARBOUR  
Commission # HH 164512  
Expires August 28, 2025  
Bonded Thru Budget Notary Services

[Signature]  
Notary Public, State of Florida  
Theresa J. Arbour  
Print Name of Notary Public

My Commission Expires: 8-28-25

**DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
WOODS WALK**

**WHEREAS**, BMC DEVELOPMENT AT WOODS WALK, INC., a Florida Corporation (hereinafter referred to as the “Declarant”), is the owner of that certain real property commonly known as WOODS WALK, as more particularly described in Exhibit “A” attached hereto and made a part hereof (the Property”); and

**WHEREAS**, it is the intent, but not the obligation of Declarant to annex additional lands for development as subsequent phases of the residential community to be developed on the Property by Declarant.

**WHEREAS**, it is the intent of Declarant to establish a general plan and uniform scheme of development and improvement of the Property; and

**WHEREAS**, Declarant wishes to provide for the preservation and enhancement of property values and amenities within WOODS WALK in order to contribute to the personal and general health, safety, and welfare of the Property owners and residents therein, and in order to maintain the land and improvements therein; and

**WHEREAS**, Declarant wishes to subject the Property to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions hereinafter set forth; and

**WHEREAS**, Declarant has caused to be incorporated under the law of the State of Florida, WOODS WALK HOMEOWNER’S ASSOCIATION, INC., a corporation not for profit (the “Association”) to provide an entity for enforcing and carrying out the purposes and intent of this instrument and the requirements of Palm Beach County, Florida (the “County”) or other governmental authority, in connection with the Property.

**NOW, THEREFORE**, Declarant hereby declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, reservations, restrictions, easements, assessments, charges, liens and other provisions hereinafter set forth in this Declaration of Covenants and Restrictions for WOODS WALK.

**ARTICLE I**

**DEFINITIONS**

**SECTION 1. DEFINITION OF TERMS:** The following terms, as used in this Declaration, shall have the following meanings:

(A) **Architectural Review Board or A.R.B.** shall mean and refer to that permanent committee of the Association, created for the purpose of establishing and enforcing criteria for the construction of Improvements within the Property.

(B) **Assessment** shall mean and refer to those charges against each Lot made by the Association from time to time, for the purpose and subject to the terms, set forth herein.

(C) **Association** shall mean and refer to WOODS WALK HOMEOWNER'S ASSOCIATION, INC., a Florida corporation not for profit, and its successors and assigns.

(D) **Association Property** shall mean and refer to all personal property and real property, other than the Common Property, which may be acquired by the Association, for the sole benefit and private, common use and enjoyment of all Owners, subject to easements as herein provided.

(E) **Board of Directors** shall mean and refer to the Board of Directors of the Association.

(F) **Commercial Parcel** shall mean and refer to that certain real property described in Exhibit "C" attached hereto, which property is adjacent to the Property and on which property Declarant intends to develop a commercial shopping center with outparcels.

(G) **Common Expenses** shall mean and refer to all expenses incurred by the Association in connection with its ownership, maintenance and other obligation hereinafter set forth.

(H) **Common Property** shall mean and refer to all portions of the Property (including improvements thereon) now or hereafter owned which are intended for the common use and enjoyment of the Owners, and which are identified and dedicated to the Association on the recorded subdivision plat(s) of the Property or conveyed to the Association by Deed.

(I) **Conservation Area** shall mean and refer to those areas on the plat of Woods Walk to be recorded in the public records of Palm Beach County, Florida, which areas are to be dedicated on such plat to the Association as Common Property.

(J) **All references to the Declarant and all rights which still may be retained by the Declarant are hereby deleted.**

(K) **Declaration** shall mean and refer to this instrument, and all exhibits hereto, as it may be amended from time to time.

(L) **Development Plan** shall mean and refer to the graphic representation of the proposed manner of development of the Property, which is attached hereto as Exhibit "B" and made a part hereof. Declarant retains the right to alter or modify the Development Plan, as it deems desirable, in its sole discretion.

(M) **Dwelling** shall mean and refer to any detached single-family dwelling constructed, or to be constructed, on a Lot.

(N) **Improvements** shall mean and refer to all structures of any kind, including, without limitation, any building, fence, wall, sign, paving, grading, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, landscaping or landscape devise or object.

(O) **Institutional Mortgagee** shall mean and refer to a bank, bank holding company, or subsidiary thereof, trust company or subsidiary thereof, savings and loan association, insurance

company, union pension fund, mortgage company approved by Declarant, agency of the United States Government, or Declarant, which holds a first mortgage of public record on any Lot or on any other portion of the Property, and the holder of any mortgage of public record given or assumed by Declarant, whether a first mortgage or otherwise, and their successors.

(P) **Lot** shall mean and refer to any tract of land located within the Property which is intended for use as a site for a Dwelling, and which is designated as a "Lot" on the subdivision plat of the Property.

(Q) **Member** shall mean and refer to a member of the Association.

(R) **Owner** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, excluding however, any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(S) **Property** shall mean and refer to that real property legally described in Exhibit "A" attached hereto and made a part hereof, as same may be amended from time to time.

(T) **Water Management System** shall mean and refer to those lakes, canals and other facilities located within the Property which are to be used for drainage of the Property.

## ARTICLE II

### DEVELOPMENT CONCEPT

Declarant intends that the Property shall be developed as a phased, planned residential community to be known as WOODS WALK (the "Community"). Approximately 225 Lots shall be made available for purchase by the general public and private builders in the Community. The Property shall also include public streets, recreational facilities and a lake. Although it is the intent of Declarant to complete this general development plan, Declarant shall not be bound by this Declaration to make any further additions to the Property or to adhere to this general development plan in any subsequent development. The Association shall be responsible for maintenance of the Association Property and the Common Property.

The Association shall assess each Lot various charges as more specifically described herein, for the purpose of funding the obligations of the Association. The Association shall also be responsible for enforcement of all the restrictions and other terms set forth in this Declaration, as well as the rules and regulations established by the Association. In keeping with Declarant's intent to establish a general plan and uniform scheme of development and improvement, the restrictions and other terms set forth in this Declaration are also enforceable by the Owners among themselves subject to the reserved power of Declarant to approve exceptions or variations.

Notwithstanding any terms of this Declaration, or any other documents, brochures or plans, Declarant hereby states that this development concept represents only its present intention with respect to development of the Property, and hereby reserves the right to modify the development concept, including the number and type of Lots in the Community and the plans and composition of the Common Property, at any time, as it deems desirable, in its sole discretion. Such amendments may be made by Declarant without the joinder or consent of the Association, other Owners, or Mortgagees of any portion of the Property, or any other person or entity.

### ARTICLE III

#### PROPERTY SUBJECT TO THIS DECLARATION

**SECTION 1. PROPERTY:** Upon the recordation hereof, the Property shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

**SECTION 2. ADDITIONS:** Declarant shall have the right to subject additional property to this Declaration, from time to time, by executing and recording an amendment hereto, specifying such additional property. Such amendments shall not require the joinder or consent of the Association, other Owners or mortgagees of any portion of the Project, or any other person or entity; provided that Federal Housing Administration ("FHA") and Veterans Administration ("VA") have determined that such annexation of additional Property is in accord with the general plan hereafter approved by them.

**SECTION 3. TRANSFER OR ASSIGNMENT BY DECLARANT:** The Property, rights and obligations of Declarant may be transferred or assigned to another person or entity similar in nature and purpose to Declarant. No such transfer or assignment, however, shall affect any revocation, change or addition to the covenants established by this Declaration except as hereinafter provided.

### ARTICLE IV

#### WOODS WALK HOMEOWNER'S ASSOCIATION, INC.

**SECTION 1. FORMATION:** Declarant has caused the Association to be formed by the filing of the Articles of Incorporation therefor in the office of the Secretary of State of Florida. The purposes and powers of the Association are all of the purposes and powers set forth in the Declaration and in its Articles of Incorporation and By-Laws. The Association shall be responsible for the execution, performance, administration and enforcement of all the terms and conditions of this Declaration.

**SECTION 2. MEMBERSHIP:** Every Owner of a Lot shall become a Member of the Association upon acquisition of fee simple title to any Lot in WOODS WALK by filing a deed in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, evidencing such ownership. Membership shall continue until such time as the Member transfers or conveys his interest of record or the interest is transferred and conveyed by operation of law. If title to a Lot is held by more than one person, each person shall be a Member of the Association, but no Lot shall be entitled to more than one (1) vote. Membership shall be appurtenant to and may not be separated from ownership of any Lot. No person or entity holding an interest of any type or nature whatsoever in a Lot only as the security for performance of an obligation shall be a Member of the Association. Declarant, by including additional property within the imposition of this Declaration, may cause additional membership in the Association.

**SECTION 3. ADMINISTRATION OF THE ASSOCIATION:** The affairs of the Association shall be administered by the Board of Directors in accordance with this Declaration and the Articles of Incorporation and By-Laws of the Association. The Articles of Incorporation and By-Laws may be amended in the manner set forth therein; provided however, that no such amended 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 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. VOTING:** The Association shall have two (2) classes of voting membership:

**Class A.** Class A Members shall be all Owners, with the exception of Declarant, and such Owners shall be entitled to one (1) vote for each Lot owned by such Member as to matters on which the membership is entitled to vote, which vote may be exercised or cast by the Member in such manner as may be provided in the By-Laws of the association. Should any Member own more than one (1) Lot, such Member shall be entitled to exercise or cast one (1) vote for each such Lot. When more than one (1) person holds the ownership interest required for membership, all such persons shall be Members and the vote of such Lot shall be exercised as they, among themselves, determine; provided, however, that in no event shall more than one (1) vote be cast with respect to each Lot. With respect to each Lot owned by other than a natural person or persons, the Member shall file with the Secretary of the Association a notice, designating the name of a n individual who shall be authorized to cast the vote of such Member. In the absence of such designation, the Owner shall not be entitled to vote on any matters coming before the membership.

**Class B.** The Class B Member(s) shall be the Declarant who shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of the earlier of any of the following events:

- A. When the total votes outstanding in Class A equal the total votes in Class B; or
- B. When Declarant delivers written notice to the Association of its election to convert its Class B membership to Class A membership; or
- C. When all of the Property has been conveyed by Declarant to Owners, the Association and/or the public; or
- D. On December 31, 2005.

**SECTION 5. 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 Association, including use of the recreational facilities, or any right, interest or privilege which may be transferable after his membership ceases, or while he is not in good standing. A Member shall be considered "not in good standing" during any period of time in which he is delinquent in the payment of any Assessment, or in violation of any provision of this Declaration, or of any rules or regulations promulgated by the Association. While not in good standing, the Member shall not be entitled to vote or exercise any other right or privilege of a Member of the Association.

## ARTICLE V

### ASSOCIATION PROPERTY AND COMMON PROPERTY

**SECTION 1. ASSOCIATION PROPERTY AND COMMON PROPERTY:** The Association Property and Common Property is intended for the use and benefit of the Members of the Association and their guests, licensees and invitees. The Association is responsible for the management, maintenance and operation of the Association Property and Common Property, notwithstanding the manner in which fee simple title to the Association Property or Common Property may be held.

**SECTION 2. ACQUISITION AND SALE OF PROPERTY:** The Association shall have the power and authority to acquire such interests in real and personal property as it may deem beneficial to its Members. Such interests may include fee simple or other absolute ownership interest, leaseholds, or such other possessory use interests as the Association may determine to be beneficial to its Members; provided that any such determination shall have the consent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for such purpose. Any property acquired pursuant to this section shall be Association Property.

**SECTION 3. MAINTENANCE OF PROPERTY:** The Association shall, either by virtue of the appointment of a real estate management agent, or through its own personnel, be responsible for the maintenance and repair of the Association Property, (except as otherwise set forth herein), and the Common Property. Specifically, the property the Association shall maintain and be responsible for shall include, but not be limited to:

(A) The entrance swale area adjacent to the entrance road of the Property fronting on Lake Worth Road, including the shrubbery, signs, street lights (if Association or Common Property), walks, sprinklers and other Improvements located within the Association Property and the Common Property on or about the entrance area.

(B) The swale areas located adjacent to public streets within the Property and other areas of Improvements related thereto, including signs, street lights (if Association or Common Property), walks, sprinklers and other Improvements.

(C) The gates, walls, street lights, fences and hedges located within the Common Property or the Association Property.

(D) The Water Management System.

(E) Recreation facilities.

(F) The Conservation Area, including all vegetation contained therein.

(G) All other property, facilities, Improvements or equipment which the Board of Directors shall determine would properly serve the benefit the Members of the Association.

Any street lighting system may now or hereafter be installed by the Declarant or the Association, as they shall determine necessary. In the event the Declarant advances the cost of providing such



street lighting systems to the utility company, all reimbursement of such costs by the utility company shall be paid to and be the sole property of the Declarant and Declarant hereby expressly reserves the right to receive, collect and retain all such reimbursements.

**SECTION 4. MANAGEMENT AGENT:** Declarant, its affiliates, subsidiaries, successors and/or assigns, may be the management agent for the Association and may hire such employees, including but not limited to: attorneys, accountants, bookkeepers, gardeners, security guards and laborers, as Declarant may deem necessary in order to maintain the Association Property and the Common Property.

**SECTION 5. RULES AND REGULATIONS GOVERNING USE OF ASSOCIATION PROPERTY AND COMMON PROPERTY:** The Association, through its Board of Directors, shall regulate the use of the Association Property and Common Property by its Members, and their guests, licensees and invitees and may from time to time promulgate such rules and regulations consistent with this Declaration, governing the use thereof as it may deem to be in the best interest of its Members. A copy of all rules and regulations established hereunder and any amendments thereto shall be made available to all Members at the Association office. Such rules and regulations may be enforced by legal or equitable action.

**SECTION 6. ENFORCEMENT OF RESTRICTIONS:** The Association, through its Board of Directors and officers, shall have the authority to enforce restrictions imposed by this Declaration, in any manner provided by law and/or equity.

**SECTION 7. CONTINUAL MAINTENANCE:** In the event of a permanent dissolution of the Association, the Members shall immediately thereupon hold title to the Common Property and Association Property as tenants in common and shall collectively provide for the continued maintenance and upkeep thereof. In no instance shall Palm Beach County, Florida be obligated to accept any dedication offered to it by the Members of the Association pursuant to this Section, but Palm Beach County, Florida may accept such dedication and any such acceptance by the County must be made by formal resolution of the then empowered Board of County Commissioners.

## ARTICLE VI

### ASSESSMENTS

**SECTION 1. AUTHORITY:** The Association, through its Board of Directors, shall have the power and authority to make and collect Assessments as hereinafter set forth.

**SECTION 2. GENERAL ASSESSMENTS:** General Assessments shall be determined annually for the purpose of maintenance and management of the Association, the Association Property and the Common Property, and for the purpose of promoting the health, safety, welfare, and recreation of the Owners. Maintenance and management expenses referred to herein include, but are not limited to, the cost and expense of: operation, maintenance and management of the Association, the Association Property, and the Common Property; operation and maintenance of the Water Management System; property taxes and assessments against the Association Property and the Common Property; insurance coverage for the Association Property and the Common Property; Director's liability insurance coverage; legal and accounting fees; management fees; security costs; normal repairs and replacements; charges for utilities used upon the Association Property and Common Property; cleaning services; expenses and liabilities incurred by the Association in

the enforcement of its rights and duties against Members or others; the creation of reasonable reserves; and all other expenses deemed by the Board of Directors of the Association to be necessary and proper for management, maintenance, repair, operation and enforcement.

**SECTION 3. BASIS AND COLLECTION OF GENERAL ASSESSMENTS:** The Association shall annually estimate the expenses it expects to incur and the period of time involved therein and may assess its Members sufficient monies to meet this estimate. All Lots shall be assessed at a uniform rate, to be determined by the Association, so that all Lots subject to a General Assessment shall be assessed equally. General Assessments shall be collectible in advance monthly, quarterly, semi-annually or annually, as the Board of Directors shall determine. A General Assessment shall be considered delinquent if not paid by the due date.

**SECTION 4. MAXIMUM GENERAL ASSESSMENTS:** Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum General Assessment shall be TWO HUNDRED FORTY (\$240.00) DOLLARS per Lot. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum General Assessment may be increased each year not more than five percent (5%) above the maximum General Assessment for the previous year without a vote of the membership. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum General Assessment may be increased above five percent (5%) by a vote of two thirds (2/3) of each Class of Members who are voting in person or by proxy, at a meeting duly called for this purposes. The Board of Directors may fix the General Assessment at an amount not in excess of the maximum.

**SECTION 5. MORATORIUM / DATE OF COMMENCEMENT OF GENERAL ASSESSMENTS: DUE DATE:**

(A) Moratorium During Development: For a period of two (2) years following the date of conveyance of the first Lot to an Owner there shall be a moratorium on payment of General assessments (but not on the increase of the amount of such Assessment as provided in Section 4 hereof) during which time Declarant shall pay all costs associated with maintenance of the Property. Declarant, at its sole discretion, may elect to extend this moratorium for one (1) additional year upon ninety (90) days prior written notice to the Owners.

(B) The General Assessments provided for herein shall commence as to all Lots on the first day of the month following the termination of the moratorium provided in paragraph A above. The first General Assessment payable by Owner shall be adjusted according to the number of months remaining in the calendar years of such assessment. The Board of Directors shall fix the amount of the General Assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

**SECTION 6. SPECIAL ASSESSMENT:** The Association may levy a Special Assessment against each Member for any of the following purposes: the acquisition of property by the Association; defraying the cost of construction of capital improvements to the Association Property or the Common Property; the cost of construction, reconstruction, unexpected repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto; and the expense of indemnification of each director, officer and member of the A.R.B. or the Association. All Special Assessments shall be at a uniform amount for each Lot

assessed, regardless of whether a particular Assessment effects all Owners, or a particular Owner. A special Assessment shall be collectable in such manner as the Board of Directors shall determine. A Special Assessment shall require the approval of two thirds (2/3) of the votes of each Class of members of the Association who are voting in person or by proxy, at a duly convened regular or special meeting at which a quorum exists and such meeting is called at least in part to secure this approval.

**SECTION 7. EMERGENCY SPECIAL ASSESSMENTS:** The Board of Directors may levy an Emergency Special Assessment when, in its sole determination, there is potential danger of damage to persons or property. Such Assessments may be utilized to pay for preventative, protective or remedial construction, reconstruction, improvements, repairs or replacements. Events justifying emergency Special Assessments include, but are not limited to, hurricanes, floods and fires. Emergency Special Assessments may also be levied for roof, plumbing or structural repairs. Emergency Special Assessments shall be collectible in such manner as the Board of Directors shall determine.

**SECTION 8. INDIVIDUAL ASSESSMENTS:** The Association may levy and collect an Individual Assessment against a particular Lot for the cost of maintenance, repairs or replacements, within or without the Lot, which the Owner thereof has failed to perform and which failure or refusal to perform has in the opinion of the Association, endangered or impaired the use or value of the Property. The Association has a right of entry unto each Lot to perform necessary maintenance, repairs or replacements, including the right to abate or eliminate any nuisance. This Individual Assessment shall include an administrative fee charge by the Association in an amount to be determined by the Board of Directors in its discretion from time to time. All individual Assessments shall be collectable in such manner as the Association shall determine.

**SECTION 9. EFFECT OF NON-PAYMENT OF ASSESSMENTS:** All notices of Assessments from the Association to the Members shall designate when the Assessment is due and payable. If an Assessment is not paid on the date when due, it shall then become delinquent and shall bear interest at the maximum rate allowed by the Florida usury laws, from the date when due until paid. The Assessment, together with interest thereon and the cost of collection thereof, including attorneys' fees, shall be a continuing lien against the Lot against which the Assessment is made, and shall also be the continuing personal obligation of the Owner of such Lot. If any Assessment, or any installment thereof, shall not be paid within thirty (30) days after the due date, the Association may, at any time thereafter, accelerate the entire amount due for the period for which the Assessment was made, and declare the same immediately due and payable. The Association may also record a Claim of Lien in the Public records of Palm Beach County, Florida, setting forth the amount of the unpaid Assessment and the rate of interest due thereon. The Association may at any time thereafter bring an action to foreclose the lien against the Lot and/or a suit on the personal obligation of the Owner or Owners. There shall be added to the amount of such Assessment the cost of such action (including attorneys' fees), and in the event a judgment is obtained, such judgment shall include interest on the Assessment, as above provided and attorneys' fees incurred by the Association, together with the costs of the action. Any successor in title to a Lot shall be held to have constructive notice of the records of the Association to determine the existence of delinquency in the payment of Assessments.

**SECTION 10. EXEMPT PROPERTY:** All property dedicated to and accepted by a local public authority shall be exempt from the assessments created herein, except no Lot shall be exempt from said assessments.

**SECTION 11. DISHONORED CHECKS:** In the event that a check given to the Association for payment of an Assessment shall be dishonored, for any reason whatsoever, the Association shall have the right to charge an administrative fee in the amount of TEN (\$10.00) DOLLARS, or such other reasonable amount as may be determined by the Board of Directors in its discretion, from time to time. This fee shall be deemed to be a part of the Assessment, shall be secured by the Assessment lien against the affected Lot, and may be enforced in the same manner as any other Assessment, as provided hereinabove.

**SECTION 12. CERTIFICATE OF ASSESSMENTS:** The Association shall prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by all Members. At the request of an Owner, the Board of Directors shall prepare a Certificate of Assessments signed by an officer of the Association, setting forth whether the Owner's assessments have been paid and/or the amount which is due as of the date of the Certificate. As to parties without knowledge of error who rely thereon, such Certificate shall be presumptive evidence of payment or partial payment of any assessment therein stated as having been paid or partially paid. The Association may charge an administration fee in the amount of \$25.00 DOLLARS with respect to issuing the Certificate, which amount may be adjusted no more than twice yearly by the Board of Directors.

**SECTION 13. SUBORDINATION TO LIEN OF MORTGAGES:** The lien for Assessments for which provision is herein made shall be subordinate to the lien of any Institutional Mortgage. Such subordination shall, however, apply only to the Assessments which have become due and payable prior to a final sale or transfer of the mortgaged Lot pursuant to a decree of foreclosure, or in any other proceeding or conveyance in lieu of foreclosure of the mortgage. No sale or transfer shall relieve any Lot from liability for any Assessment thereafter becoming due, nor from the lien of any such subsequent Assessment. Any delinquent Assessments which are extinguished pursuant to a sale or transfer in connection with the foreclosure of a mortgage, or any proceeding or deed in lieu of foreclosure, shall be reallocated and assessed to all Owners. The written opinion of the Association that the Assessment lien is subordinate to a mortgage lien shall be dispositive of any questions of subordination.

**SECTION 14. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 4 & 6:** Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 6 of this Article VI shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all votes of each Class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

## ARTICLE VII

### MAINTENANCE OF PROPERTY

**SECTION 1. ASSOCIATION RESPONSIBILITIES:** The Association shall be responsible for maintenance of the Association Property and the Common Property as more fully described in Article V, Section 3 of this Declaration.

**SECTION 2. OWNER RESPONSIBILITIES:** The Owner of each Lot shall be responsible for maintenance of the interior areas of the Improvements constructed upon such Lot, as well as all exterior areas of his Lot and the Improvements constructed thereon, including without limitation, exterior building walls, windows, lawn, patio, terrace, garden or similar areas. The expense of any maintenance, repair or construction of any portion of the Association Property or the Common Property, or of any of the Improvements necessitated by the negligent or willful acts of an Owner or his invitees, licensees, family or guests shall be borne solely by such Owner and his Lot shall be subject to an Individual Assessment for such expense. All repairs and replacements made by an Owner shall be subject to the approval of the Architectural Review Board.

**ARTICLE VIII**

**EASEMENTS, ASSOCIATION PROPERTY, COMMON PROPERTY, RIGHT OF ENTRY**

**SECTION 1. OWNERS' EASEMENTS OF ENJOYMENT:** Subject to the provisions of this Section, each Owner shall have a right and easement of enjoyment in and to the Association Property and the Common Property, which easement shall be appurtenant to and shall pass with the title to each Lot.

**SECTION 2. EXTENT OF OWNERS' EASEMENT:** The rights and easements of enjoyment created hereby shall be subject to the following:

(A) The right of the Association, to borrow money for the purpose of maintaining or improving the Association Property and the Common Property, and in connection therewith, to mortgage the Association Property and the Common Property; provided such loan has been approved by a vote of two thirds (2/3) of each Class of Members voting in person or by proxy at a meeting duly called for this purpose.

(B) The right of the Association to take such steps as are reasonably necessary to protect the Association Property and Common Property against foreclosure.

(C) The right of the Association to suspend the enjoyment rights and easements of any Owner for any period during which any Assessment remains unpaid by that Owner, and for any period during which such Owner is in violation of this Declaration, any of the rules and regulations, or any of the Traffic Regulations of the Association.

(D) The right of the Association to properly maintain the Association Property and the Common Property.

(E) The right of the Association to dedicate or transfer all or any part of the Association Property and/or the Common Property to any public agency, authority, utility water management or water control district, or other entity or person of or such purpose and subject to such conditions as may be approved by the Members provided such approval has been obtained by a vote of two thirds (2/3) of each Class of Members voting in person or by proxy at a meeting duly called for this purpose.

(F) Restrictions contained on any Plat, or filed separately, with respect to all or any portion of the Property.

(G) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situation on the Common Property.

(H) All of the provisions of this Declaration, and the Articles of Incorporation and By-Laws of the Association and all Exhibits thereto, as same may be amended from time to time.

**SECTION 3. EASEMENT GRANTS:** The following easements are hereby granted and/or reserved over, across and through the Property:

(A) Easement for Homeowner's Association. The Association, for itself and its employees and agents, shall have a perpetual, non-exclusive easement for access to all portions of the Property to the extent reasonably required for the performance of the duties of the Association as set forth herein.

(B) Utility Easements. Declarant, for itself and its successors and assigns, shall have a perpetual, non-exclusive easement over, upon and under all portions of the Property (except those portions upon which Improvements have been constructed) for the installation, operation, maintenance, repair, replacement, alteration and extension of such utility and other systems as Declarant shall deem appropriate to have located within the Property. No Owner, other than Declarant, shall be permitted to dig in or plant anything other than sod in any portion of the Property over, upon or under which any utility easement has been granted by Declarant or the Association as aforesaid. This restriction applies to all portions of the Property covered by such utility easements.

(C) Public Easements. Fire, police, health, sanitation, medical, ambulance and other public service personnel and their vehicles shall have a perpetual, non-exclusive easement for ingress and egress over and across the streets for the performance of their respective duties.

(D) Declarant's Easements. Easements are hereby reserved throughout the Property by Declarant (except those portions upon which Improvements have been constructed) for its use and the use of its agents, employees, licensees and invitees, for all purposes in connection with development of the Property. Declarant retains the right to maintain an office on the Property, in a location to be selected by Declarant, until such time as all Parcels owned by Declarant have been sold and closed to Owners other than Declarant. Declarant, or its designee, may also construct and maintain a sales agency office, and may post and display a sign or signs on any Lots owned by Declarant, or on the Association Property or the Common Property, so long as Declarant is the Owner of any Lot.

**SECTION 4. EMERGENCY RIGHT OF ENTRY:** In case of any emergency originating in, or threatening any Lot, regardless of whether the Owner is present at the Time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the Management Agent under the Management Agreement, shall have the right, but not the obligation to enter such Lot or the Improvements thereon for the purpose of remedying, or abating the cause of such emergency, and such right of entry shall be immediate.

**SECTION 5. RESTRICTION ON OWNER EASEMENTS:** No Owner, other than Declarant, shall grant any easement upon any portion of the Property to any person or entity, without the prior written consent of the Association.

**SECTION 6. EASEMENT TO COMMERCIAL PARCEL.** BMC Development at Woods Walk, Inc., a Florida Corporation, for itself and its successors and/or assigns who shall own fee simple title to all or any portion of the Commercial Parcel (the "Commercial Parcel Owner") shall have a perpetual, non-exclusive easement for:

(A) vehicular and pedestrian ingress and egress on a twenty four (24) hour per day, 365 days per year basis over that portion of the Property entrance road as more particularly described in Exhibit "D" attached hereto and made a part hereof, and

(B) installation and maintenance of utilization and drainage facilities required to tie the improvements to be constructed on the Commercial Parcel into the Water Management System, including the lift station, located on the Property. The cost of connecting the Commercial Parcel to the Water Management System shall be borne exclusively by the Commercial Parcel Owner, and the Commercial Parcel Owner shall, at its sole cost and expense, repair and damage done to any Lots the Association Property or the Common Property or to any pipes, roads, curbs or other Improvements located within the Property as a result of the Commercial Parcel Owner tying the Commercial Parcel into the utilities and Water Management System located within the Property. The Commercial Parcel Owner shall also pay to the Association a fee of \$2,000.00 per year, in advance for the cost of maintenance, repair and lighting expenses for that portion of the entrance road to the Property to be used by the Commercial Parcel Owner, as such property is described in Exhibit "D" hereto and for the use and maintenance of the Water Management System and lift station. Payment of such expenses (the "Commercial Assessment") by the Commercial Parcel Owner shall commence one (1) year following commencement of use by the Commercial Parcel Owner of such easement for ingress and egress to the Commercial Parcel and shall continue annually thereafter. Payments of such Commercial Assessment shall be made within forty five (45) days following receipt of written notice from the Association. The Commercial Assessment may be increased each year, but such increase shall never exceed five (5%) percent above the Commercial Assessment for the previous year. In the event of the Commercial Parcel Owner's failure to pay the Commercial Assessments within such forty five (45) day period, it shall become delinquent and shall bear interest at the maximum rate allowed by Florida law from the date when due until paid. The Commercial Assessment, together with interest thereon and the cost of collection thereof, including attorneys' fees, shall be a continuing lien against the Commercial Parcel; and the Association may, at any time thereafter, accelerate the entire amount due, declare the same immediately due and payable and record a Claim of Lien in the public records of Palm Beach County, Florida.

At the request of the Commercial Parcel Owner, Declarant and/or the Association shall execute a separate easement agreement, upon the terms and conditions set forth in this Section, to be recorded in the public records of Palm Beach County, Florida.

## **ARTICLE IX**

### **ARCHITECTURAL CONTROLS**

**SECTION 1. ARCHITECTURAL REVIEW BOARD:** It is the intent of Declarant to create a general plan and uniform scheme of development of the Property and to create within the Property a residential community of high quality and harmonious Improvements. Accordingly, the A.R.B. shall have the right to approve or disapprove all architectural design, landscaping and location of any proposed Improvements, whether for Lots, the Association Property, or the Common Property.

The A.R.B. shall consist of three (3) members. Each member shall be either a member of the Association or an agent or employee of the Declarant. The A.R.B. may, in its sole discretion, impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning or other local governmental codes. The procedures of the A.R.B. shall be as set forth below:

(A) No Improvement shall be constructed, erected, removed, planted or maintained, nor shall any addition to or any change, replacement or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior wall texture, color scheme, and the location of same, including a surface water drainage plan showing existing and design grades and/or contours relating to the predetermined ground floor finish elevation established by Declarant, shall have been submitted to and approved in writing by the A.R.B. 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 A.R.B. shall be submitted for approval by written application on such form as may be provided or required by the A.R.B. The A.R.B. may require submission of samples of building materials and colors proposed to be used. All construction shall be done by a licensed general contractor approved in writing by the A.R.B.

(B) In the event the information submitted to the A.R.B. is, in the A.R.B.'s opinion, incomplete or insufficient in any manner, the A.R.B. may request and require the submission of additional or supplemental information.

(C) The A.R.B. shall have the right to refuse to approve any plans and specification which are not suitable or desirable, in its sole discretion, for aesthetic or any other reasons. In approving or disapproving such plans and applications, the A.R.B. shall consider the suitability of the proposed Improvements and materials of which the same are to be built, the site upon which such Improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property.

(D) The A.R.B. shall, in all cases, have the right to determine and designate building setback lines necessary to conform to the general plan of the Property, in order to preserve the integrity of the Property. In this respect, the A.R.B.'s judgment and determination shall be final and binding.

(E) Upon approval by the A.R.B. of any plans and specifications submitted to the A.R.B. of any plans and specifications submitted to the A.R.B., the A.R.B. shall notify the applicant in writing, which notifications shall set forth any qualifications or conditions of approval. In the event that the A.R.B. disapproves any plans and specifications submitted to the A.R.B., the A.R.B. shall so notify the applicant in writing, stating the grounds upon which such disapproval is based. Any applicant may appeal the decision of the A.R.B. to the Board of Directors of the Association within thirty (30) days of the A.R.B.'s decision. The determination of the Board of Directors shall be final and binding upon the applicant; provided, however, that no Improvement shall be erected or shall be allowed to remain which violates any of the covenants, conditions or restrictions contained in this Declaration, or which violates any zoning or building ordinance or regulation.

(F) In the event A.R.B. fails to provide written objection to any plans or specifications or to any construction not meeting standards specified in this Article IX within six (6) months following completion of a Dwelling on a Lot and issuance of a Certificate of Occupancy by



governmental agencies having jurisdiction thereover, all such standards, plans, specifications or conditions shall be deemed accepted by the A.R.B.

(G) There is specifically reserved unto the A.R.B., and to any agent or member of the A.R.B., the right of entry and inspection upon any portion of the Property for the purpose of determination by the A.R.B. whether there exists any construction of any Improvements which violates the terms of any approval by the A.R.B. or the terms of this Declaration, or any amendments hereto, or of any other covenants, conditions and restrictions to which any deed or other instrument of conveyance makes reference. If any Improvement of any nature shall be constructed or altered without the prior approval of the A.R.B., the Owner shall, upon demand of the Association, cause such Improvement to be removed, or restored in order to comply with the plans and specifications originally approved by the A.R.B. The Owner shall be liable for the payment of all costs of such removal or restoration, including all costs and attorneys' fees incurred by the Association. Such costs may also be the basis for an Individual Assessment. The A.R.B. is specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy, and in any event that it becomes necessary to resort to litigation to determine the propriety of any constructed Improvement, or to remove any unapproved Improvement, the Association shall be entitled to recovery of court costs, expenses and attorneys' fees of the A.R.B., including those incurred in connection with its enforcement or other powers, as provided herein, shall be borne by the Association; provided, however, that nothing provided herein shall be deemed to negate the Association's right to an award of the Association's and the A.R.B.'s attorney's fees and costs if the Association is the prevailing party in any administrative or judicial proceeding. In the event that any Owner fails to comply with the provisions contained herein or other rules and regulations promulgated by the A.R.B., the A.R.B. may, in addition to all other remedies contained herein, record against that Owner's Parcel a Certificate or Disapproval stating that the Improvements on the Parcel fail to meet the various requirements of the A.R.B.

(H) The A.R.B. is empowered to publish or modify, from time to time, design and development standards for the Property, including but not limited to the following:

- (1) Roof and roof design.
- (2) Fences, walls and similar structures.
- (3) Exterior building materials and colors.
- (4) Exterior landscaping.
- (5) Signs and graphics, mail boxes, address numbers and exterior lighting.
- (6) Building setbacks, side yards and related height, bulk and design criteria.
- (7) Pedestrian and bicycle ways, sidewalks and pathways.

(I) The A.R.B. may grant variances from the requirements contained herein or as elsewhere promulgated by the A.R.B., on a case by case basis; provided, however, that the variance sought is reasonable and does not impose a hardship upon other Owners. The granting of such variance by the A.R.B. shall not nullify or otherwise affect the ARB's right to require strict compliance with the requirements set forth herein on any other occasion.

(J) Notwithstanding anything contained herein to the contrary, any Improvements of any nature made or to be made by the Declarant, including Improvements made or to be made by the Declarant, including Improvements mad or to be made to the Association Property or the Common Property shall not be subject to the review of the A.R.B.

(K) The A.R.B. may adopt a schedule of reasonable fees for processing requests for approval. Such fees, if any, shall be payable to the Association at the time that the plans and specifications and other documents are submitted to the A.R.B. The payment of such fees, as well as other expenses required to be paid for the A.R.B. shall be deemed to be an Individual Assessment, enforceable against the Owner and the Lot as provided hereinabove.

(L) Neither the Declarant, the directors or officers of the Association, the members of the A.R.B., nor any person acting on behalf of any of them, shall be liable for any costs or damages incurred by the Owner or any other party whatsoever, due to any mistakes in judgment, negligence or any action of the A.R.B. in connection with the approval or disapproval of plans and specifications. Each Owner and occupant of any Lot agrees, as do their successors and assigns by acquiring title thereto or an interest therein or by assuming possession thereof, that they shall not bring any action or suit against the Declarant, the directors or officers of the Association, the members of the A.R.B., or their respective agents, in order to recover any damages caused by the actions of the A.R.B. The Association shall indemnify, defend and hold harmless the A.R.B. and each of its members from all costs, expenses and liabilities, including attorneys' fees, of all nature resulting by virtue of the acts of the A.R.B. or its members. Neither the Declarant, the directors or officers of the Association, the members of the A.R.B., nor any person acting on behalf of any of them, shall be responsible for any defects in any plans and specifications nor for any defects in any Improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

(M) Upon the completion of the Improvements and final approval by the A.R.B., the Board of Directors shall, upon request by an applicant, issue a certificate certifying that the plans and specifications have been submitted to and approved in writing by the A.R.B.

**ARTICLE X of the Declaration was intentionally omitted pursuant to amendment dated November 20, 1987.**

## **ARTICLE XI**

### **USE RESTRICTIONS**

#### **SECTION 1. RESTRICTIONS ON USE OF LOTS AND COMMON PROPERTY:**

##### **(A) Residential Use, Approval of Leases and Occupancy Agreements**

All Lots shall be used only as single family, private, residential dwellings and for no other purpose. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof. In order to insure a community of congenial residents and thus protect the value of the Lots, the rental of a Lot, whether by lease, rental, occupancy, or otherwise is subject to the following provisions:

(1) A Lot Owner desiring to transfer an occupancy interest in the Owner's Lot must file a written application and any other documents required by the Association including an application fee, the proposed lease, if a rental, or other document authorizing the occupancy. Any submitted Application that is not completed in full and that does not include the applicable application fee will not be processed. An Application that does not comply with the Association's

requirements shall be void ab initio and shall be deemed a failure of the proposed lessee or occupant to facially qualify for residency in the Association and the lease, rental or occupancy shall not be made.

(2) Within thirty (30) days or receipt by the Association of the completed Application, the application fee and other documentation as may be required by the Association, the Association shall approve or disapprove the proposed lease or other occupancy arrangement. If approved, a certificate of approval shall be executed by the Association and delivered to the lessee or occupant. If disapproved, the Association shall neither have the duty to provide an alternate lessee, or occupant, nor shall it assume any responsibility for the denial of an application. The Board of Directors may establish, from time to time, criteria for consideration of applicants.

(B) Leasing and Occupancy of Lots:

(1) Leasing: Lots may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No transient tenants may be accommodated in a Lot. All leases or occupancy agreements shall be in writing and subject to the approval of the Association as provided herein.

(a) It is the Association's intent to discourage the leasing of Lots as a regular practice for business, commercial, speculative, investment or other similar purposes; therefore, except as expressly provided in this Article, no lease or occupancy by any party except the approved owners of a Lot shall be permitted for a Lot during the 24 months after an Owner acquires title to the Lot. Notwithstanding anything to the contrary, the Board of Directors may grant, in its sole discretion, an exception for hardship.

(b) If the Association approves a rental or lease, the approval shall not release the Owner from any obligation under the Declaration.

(c) No more than one lease is permitted for a Lot during any twelve month period. All leases must be for a duration of at least six (6) months and not more than one (1) year.

(d) All leases shall be deemed subject to the Declaration. The Board of Directors may require that a uniform form of lease be utilized for all leases of lots.

(e) The Association has the authority and standing to evict any lessee of an Owner who is in breach or violation of the lease agreement or the Declaration.

(f) If a leasing Owner is delinquent to the Association for the payment of any assessment or other monetary obligation due to the Association, and the Association or its representative delivers a written demand to the Owner's lessee(s), then the lessee shall remit rental payments owed upon receipt or when owed in the future to the Owner/Lessor directly to the Association to the extent of any delinquency.

(g) A leasing Owner indemnifies, holds harmless and is jointly and severally liable with his or her lessees, occupants, guests and invitees to the Association for any amount which is required by the Association to effect repairs or to pay any claim for injury or damage to property caused by their acts and/or omissions, whether due to negligence or otherwise.

(h) If not expressly stated in a lease, then the lease shall be considered to include a subordination of the Owner/Lessor's rights to the Association's as stated in the Declaration.

(i) During a lease to other than an Owner's immediate family, the Owner shall not be able to utilize any Owner rights, except that of voting and reasonable access to the Lot for inspection and maintenance.

(j) A guest staying in the Lot for more than thirty (30) days shall be considered a tenant, notwithstanding whether any money is exchanged, and subject to the screening and approval by the Association.

(k) Lots owned by a corporation, partnership, or trust, or other entity, as permitted by the provisions of the Declaration, shall be subject to the restriction on leasing during the first 24 months ownership. Notwithstanding, officers of the corporation, members of the Limited Liability corporation, partners of the partnership, trustees and/or beneficiaries of the trust may, upon the written approval of the Association in accordance with the requirements set forth herein, reside in the Lot during the first 24 months of ownership provided that there is no payment or rent or other remuneration between the approved occupant(s) and the Lot owner. An entity may change the designated occupant(s) no more than once per year.

(2) Leasing Cap: Leased or rented Lots shall not, at any time, exceed five percent (5%) of the total number of Lots in Woods Walk, provided, however, a Lot owned or leased by the Association shall not be included in the total number of Lots for the purpose of calculating the five percent (5%) limitation on leases or rentals within Woods Walk and the Association shall not be subject to such leasing limitation or restriction. The Association or a designee or agent thereof shall maintain a waiting list of owners desiring to lease Lot(s). The lease of a Lot owned by the record owner of the Lot as of the effective date of this amendment, or any immediate family member of such record owner who subsequently obtains title to the Lot by devise or inheritance, shall be exempt from the above five percent (5%) limitation on leases or rentals within Woods Walk, and shall not be subject to any wait list and the owner shall be permitted to lease the Lot in accordance with this Article XI for as long as such owner owns the Lot. An "immediate family member" of an owner, for purposes of this Article XI, Section 1(B)(2) shall be defined as the spouse, parent, grandparent, child, brother or sister of the owner or the parent, grandparent, child, brother or sister of the owner's spouse.

Additionally, if a Lot is being leased and the Association approves a subsequent new lease of the Lot, with the same or different lessee(s), within ninety (90) days of the date the lease terminates, the new lease shall be exempt from the above five percent (5%) limitation and shall not be subject to any waiting list, provided, however, that the Association may determine to extend such ninety (90) day period to one hundred twenty (120) days in the event a hardship is established by the owner, as determined by the Board of Directors of the Association, and this exemption shall not apply to Lots transferred subject to a lease.

(C) Pets: Owners may keep as pets: Companion pets such as birds, domesticated cats, fish, dogs and other small animals. No Owner may keep exotic cats, non-human primates, horses or other farm livestock or zoo type animals on the Property. It shall be the Owner's obligation to dispose of waste material from pets. The Board of Directors of the Association shall have the right to order the removal of any pet which, in the Board's sole discretion, is considered a nuisance, and the same shall be done without compensation to the Owner. In such event, the Board shall give written notice thereof to the pet owner, and the pet shall immediately thereafter be permanently

removed from the Property. A pet not on a leash shall be deemed a nuisance. Failure to clean the waste material from a pet shall be deemed a nuisance.

(D) Boats: Docks and other structures from the shore line on the lake shall be limited only to those which may be provided by the Association. No one other than the Association shall be permitted to install docks or similar structures. Owners of a Lot may moor one (1) boat per Lot in the lake; additional boats must be stored in the garage of the Dwelling or kept outside of Woods Walk. Only electrical battery or wind power operated boats are permitted in the lake. No boats shall be permitted to remain on any lawn or on Association or Common Property adjacent to the lake.

(E) Vehicles and Parking.

1. The following vehicles or items ("prohibited vehicles") shall be prohibited from parking anywhere within Woods Walk unless parked within the garage of the Dwelling and may be parked outside of the garage of the Dwelling if it falls within the exceptions under subsection 2 below: Golf carts; trucks with or without a camper top or cover except as otherwise allowed under subsection 2 below; agricultural vehicles; dune buggies; swamp buggies and all-terrain and off-road vehicles; any trailer or other device transportable by vehicle towing; semis, tractors or tractor-trailers; buses; limousines; travel-trailers; commercial vehicles as defined below; vehicles which are an eyesore; motorcycle delivery wagons; campers; recreational vehicles; motor homes or mobile homes; truck-mounted campers attached or detached from the truck chassis; motor vehicles not having any bodies whatsoever or incomplete bodies; passenger automobiles that have been converted to a different type of motor vehicle by replacing the original body or by modifying the exterior of the vehicle; vehicles that are noisy, unsightly or junkers or which have flat or missing tires; vans and sport utility vehicles except as otherwise allowed under subsection 2 below; and boats and boat trailers except as may otherwise permitted by other provisions of the Declaration; and other such motor vehicles.

2. The follow exceptions to the prohibited vehicles and items referenced under subsection 1 above shall be permitted, and need to not be parked within the garage of the Dwelling;

(a) Moving vans for the purpose of loading and unloading, and only during reasonable hours.

(b) Vehicles, regardless of classification, necessary for the maintenance, care or protection of the Property, during regular business hours, and only for the time period during which the maintenance care or protection is being provided.

(c) Service and delivery vehicles, servicing the Property, regardless of classifications, during regular business hours and only for that period of time to render the service or delivery in question.

(d) Police and Emergency vehicles.

(e) A two-axle van or two-axle sports utility vehicle which is not a commercial vehicle as defined below; which contains windows on the rear of the vehicle, on both sides of the vehicle adjacent to the first row of seating, and (if any) also at least one set of windows on each side of the vehicle beyond the windows adjacent to the first row of seating.

(f) A pickup truck which is not a commercial vehicle as defined below and which has a carrying capacity not exceeding one ton.

(g) Golf carts, only when in use or charging, provided, however:

- i. Golf carts may only be parked in the driveway while charging;
- ii. Owners are not permitted to charge a golf cart outside of the garage of the dwelling for longer than one (1) twenty-four (24) hour period;
- iii. Golf carts may be parked in the backyard of a Lot if the golf cart is screened from view.

3. A “commercial vehicle” means any motor vehicle which has an outward appearance of being used in connection with business (e.g., the vehicle displays work equipment to view and/or is commercially lettered or contains a commercial or business logo). Actual use of the vehicle shall yield to its outward appearance. A vehicle with a removable sign or logo or a covered sign or logo shall not, with the sign/logo removed/covered, be considered a commercial vehicle unless it meets the definition of “commercial vehicle” even without the sign or logo displayed.

4. No maintenance or repair shall be performed upon any boat or motor vehicle anywhere within the Property except within the garage of the Dwelling, provided, however, the charging of golf carts or electric vehicles is not maintenance or repair.

5. The Association shall be permitted to tow a prohibited vehicle from the Property, including Lot, only upon the Association’s mailing of advance written notice to the Owner or tenant, as applicable; the cost of the tow shall be borne by the owner of the vehicle.”

(F) Temporary Structures: No structure or object of a temporary character such as, but not limited to, house trailers, tents, shacks, sheds or temporary or accessory buildings or structures, shall be erected, kept or maintained on the Property, or any part thereof, unless permitted by Article IX, Section 1.CC below.

(G) Insurance: No Owner shall permit or suffer anything to be done or kept within his Lot, or make any use of the Common Property, which will increase the rate of insurance on any portion of the Property.

(H) Nuisances: No use or practice which is either an annoyance to Owners or an interference with the peaceful possession and proper use of the Property by the Owners shall be allowed. No Owner shall commit or permit any nuisance or any immoral or illegal activity in or about the Property. For greater clarification, no Owner shall knowingly or willfully make or create any unnecessary, excessive or offensive noise or disturbance which destroys the peace, quiet and/or comfort of the Owners, or allow any such noise or disturbance to be made on his Lot.

(I) Outside Displays: No Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of his Lot, nor shall he place any furniture or equipment outside the Improvements on his Lot, except with the prior written

consent of the Association. This provision shall not apply to the Declarant, nor shall it prohibit the use of patio furniture within the confines of a patio appurtenant to a particular Lot.

(J) "Antennae: No radio or other electronic antennae or aerial, may be erected or maintained anywhere on the Association Property or the Common Property (unless installed by the Association), or the exterior of any Lot, without the prior written approval of the Association. The only antennae and satellite dishes permitted on any Lot shall be those that are protected by federal law. In no event shall any restrictions imposed in this subsection impair a viewer's ability to receive an acceptable signal or impose any unreasonable delay or expense, as recognized by the administrative rules adopted from time to time by the Federal Communications Commission ("FCC") and any applicable cases or administrative rulings as exist from time to time. So long as an acceptable signal can be obtained within the Dwelling and there is no unreasonable delay or expense for such an installation, then the satellite dish or antenna must be installed within the Dwelling; otherwise, the installations shall occur in the following locations in the order of priority:

1. In the rear of the Dwelling on the Lot.
2. On either side of the Dwelling on the Lot.
3. In front of the Dwelling on the Lot.
4. On the exterior of the Dwelling.

No installation may be made on the Common Area. The Owner's installation shall be situated in the highest priority possible for the viewer to receive an acceptable signal. The Owner upon whose Lot a satellite dish or antenna is installed shall be liable for any personal or property damage caused by the installation maintenance or use of same. All satellite dishes and any antennae not installed on a mast must be screened from view by landscaping if the installation occurs outside the Dwelling only so long as same would not impair an acceptable signal nor cause an unreasonable delay or expense in connection with the installation." Wind driven attic ventilators shall not be permitted. Plumbing and heating vents protruding from roofs shall be painted so as to blend into the roofing color and shall be located, whenever possible, to not be seen from the front elevation. Electrically powered ventilators may be used if the roof vents are low profile, blend into the roofing materials and are not seen from the front elevation.

(K) Minimum Size of Dwelling: A single story or split level dwelling which is not a full two stories shall have a minimum floor living area of 1,250 square feet provided, however, the A.R.B. shall have the right to require a greater minimum floor area if the A.R.B. disapproves the design of a residence. A two (2) story Dwelling shall have a minimum of 1,000 square feet on the first floor. The second floor element of a two-story Dwelling, whether fully walled or being of the balcony or the loft type, shall contain not less than 600 square feet of living area. This square footage is exclusive of: garages, covered walks, open and/or screened porches or patios and pool area. Square footage measurements shall be taken from outside exterior walls.

(L) Height of Dwelling: No dwelling which is more than two (2) stories or thirty (30) feet in height shall be erected, constructed or maintained on any Lot. The height of the dwelling shall be measured from the finished first floor grade to the highest point of the roof. Chimney heights may exceed the limitation.

(M) Foundation of Dwelling: All dwelling shall be placed on a masonry foundation. The top of the masonry foundation slab shall be a minimum of eighteen (18) inches above the crown of the Street abutting the front of the Lot; provided, however, that this requirement may be modified with the prior written approval of the A.R.B.

(N) Subdivision of Lots: No Lot shall be re-subdivided to form a Lot smaller than a platted Lot; provided, however, that a single Lot may be combined with a portion or another Lot to form a larger Lot, with the prior written approval of the A.R.B.

(O) Elevation and Grade of Lots: No change in the elevation of any Lot shall be made, nor shall any fill be used to extend the Property beyond the Lot line, without the prior written consent of the A.R.B. No Lot abutting water shall be increased in size by filling in the water to which it abuts, without the prior written consent of the A.R.B. The grade at the Property line separating two Lots shall not exceed twelve inches (12") above the crown of the street upon which the Lots front. The slope of the grade perpendicular to such Property line shall not exceed one-sixth (1/6).

(P) Residence Graphics: The size and design of all signs, outside lamp posts, mailboxes and other such materials shall be approved by the A.R.B. to insure continuity and conformity through the entire Property.

(Q) Removal of Trees: In reviewing building plans, the A.R.B. shall take into account the natural landscaping, such as trees and shrubs, and encourage the Owner to incorporate them in his landscaping plan. Except as shall be required to complete construction of a Dwelling and related Improvements in accordance with plans and specifications approved by the A.R.B., no trees of four (4) or more inches in diameter at two (2) feet above natural grade shall be cut or removed without approval of the A.R.B. When such a tree is removed, the Owner will replace it with a similar tree acceptable to the A.R.B. on another portion of the site.

(R) Access to Parcels: Whenever the Association is permitted or required by this Declaration to enter any Lot for the purpose of correction, repair, cleaning, clearing, moving, or any other required or permitted activity, such entrance shall not be deemed a trespass.

(S) Setback Requirements: Minimum setback requirements are:

(1) Twenty five (25) feet front yard setback from the front Lot line.

(2) In the case of corner Lots, the intersecting setback shall also be fifteen (15) feet from the Lot line along the intersecting street, unless otherwise approved by the A.R.B.

(3) Rear yard setback shall be fifteen (15) feet and shall be directly opposite the front yard. The rear yard setback for screened pool enclosures shall be ten and one-half (10 ½) feet. No Lot shall be required to have more than one rear yard setback.

(4) The remaining setbacks (other than front yard or rear yard setbacks) shall be not less than seven and one-half (7 ½) feet each.

(5) With respect to corner Lots, the Lot line opposite the Lot line upon which the residence fronts shall be deemed to be rear Lot line and the setback restrictions for the rear Lot



lines shall apply. Further, the setback from the side Lot line of a corner Lot shall be fifteen (15) feet.

(6) No structure of any kind, including fences in excess of five (5) feet high, shall be permitted in any building setback area, or on a Lot line without prior written consent from all easement holders, except that air conditioning equipment, water softeners, sprinkler controls and other similar utilitarian devices are permitted provided they do not extend more than four (4) feet into the setback area and provided they are properly screened from view in a manner approved by the A.R.B.

(T) Artificial Vegetation: No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot without the prior written approval of the A.R.B.

**ARTICLE XI, SECTION (1U) of the Declaration shall be deleted pursuant to amendment dated July 16, 1993**

(V) Driveways: All driveways and parking areas shall be paved and constructed with materials approved by the A.R.B. Driveways may connect to Streets at only two (2) points, and such connections shall blend into the Street pavement. No curbside parking areas may be created by extending any portions of Street pavement.

(W) Lawns and Landscaping:

(1) All lawns in front of all Lots shall extend to the pavement line. No gravel or blacktop or paved parking strips are to be allowed on any Lot except as approved on the original plans and specifications, or as subsequently approved in writing by the A.R.B. Upon the completion of any Dwelling, the lawn area on all sides of such Dwelling shall be completely sodded with grass, including swale areas adjacent to a Lot which may be included in dedicated easements or rights-of-way, it being the intent that all completed dwellings shall be surrounded by a uniform green, luxuriant and well-kept lawn. Landscaping must be completed in accordance with approved plan within thirty (30) days of the issuance of a Certificate of Occupancy for any dwelling constructed on a Lot. No alteration to completed landscaping may be made without the prior written approval by the A.R.B.

(2) Upon the sodding of a Lot, the lawn shall be regularly fertilized and treated for pests and weeds as needed so as to maintain a green, luxuriant and well-kept lawn at all times. Grass growth shall not exceed a minimum of four (4) inches above the ground at any time and all trees and shrubbery shall be appropriately trimmed as needed.

(3) Landscaping: An automated irrigation system shall be required to be installed at the time of construction of a Dwelling, which system shall be adequate to service all designed landscape elements, and shall have a source of water acceptable to the A.R.B. The source of water shall be free of elements which cause discoloration and may, in the sole discretion of the A.R.B., be required to be public water.

(X) Signs: No signs, advertisements or notices of any kind shall be displayed to the public view on any Lot; provided, however, that the following shall not violate this Article XI, Section 1.X:

1. Official Notices of the Association;
2. Signs on permitted vehicles as permitted elsewhere in this Declaration;
3. One "For Sale" sign only on the Lot of not more than three feet by two feet in size, and if placed on a post, the top of the sign shall not exceed five feet from ground level;
4. One sign of a reasonable size provided by a contractor for security service within ten feet of the entrance of the Dwelling; and
5. Vehicle bumper stickers and parking decals which do not indicate that the Lot is for sale or for rent, and one sign advertising the vehicle for sale; no other signs on vehicles shall be permitted.

(Y) Easements: With the exception only of Improvements installed by Declarant, no Dwelling or other Improvement, nor any tree, bush, shrub or landscaping of any kind shall be built or maintained upon any easement or right-of-way and said easements and rights-of-way shall at all times be open and accessible to the persons entitled to the use thereof. Notwithstanding the foregoing, landscaping approved by the A.R.B. shall be maintained by each Owner in front of each Lot to the front line of such Lot and in the rear of each Lot to the rear of such Lot.

(Z) Maintenance of Lots: All Lots shall be kept in clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. All Lots and all swale areas abutting Lots, whether or not such swale areas are a part of the Lots, shall be mowed and edged and kept free of debris and vegetation (including weeds, underbrush and/or unsightly growth). In the event an Owner fails to maintain his Lot as aforesaid, the Association shall have the right, in its discretion, to mow, burn or clear any weeds, grass, underbrush or unsightly debris and/or growths from any Lot deemed by the Association to be a health menace, fire hazard or a detraction from the aesthetic appearance of the Property; provided, however, that at least ten (10) days prior notice shall be given by the Association to the Owner of such Lot before such work is done by the Association. In the event the Association, after such notice, causes the subject work to be done, then, and in that event, the costs of such work, together with interest thereon at the maximum rate permitted by the usury laws of the State of Florida shall be charged to the Owner and shall become a lien on the subject Lot, which lien shall be effective, have priority and be enforced pursuant to the procedures set forth in article VI, Section 9 of this Declaration.

(AA) Refuse Containers and Storage Tanks: No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary refuse containers, which shall be placed underground or in a walled-in area, so they are not visible from the Street or from adjoining Lots. All oil tanks or bottle gas tanks must be kept underground or placed in a walled-in area so they shall not be visible from the Street or from adjoining Lots. Trash, refuse or waste materials shall not be burned on any Lots.

(BB) Walls, Fences and Hedges: No boundary wall, or fence shall be built or maintained on any Lot within the twenty five (25) foot front setback. No boundary wall or fence may be installed on the property line of any side or rear lotline without prior written consent from all

easement holders. No fence, wall or hedge of any type shall be located on the rear of any lakefront lot except for appropriate fencing around patio or pool areas as approved by the A.R.B. Notwithstanding the above, fences which are six (6') feet or less in height are permitted upon obtaining written approval from the A.R.B. No side of any wall, fence or hedge shall be maintained in such a manner as to be unsightly. Chain link fences shall not be erected or maintained at any time upon any Lot (except that such fences may be temporarily permitted during construction of Improvements on a Lot, provided that such fences are immediately removed at the Owner's expense upon completion of such construction).

(CC) Storage Facilities. Accessory Buildings; Tool Sheds, Garden Houses and Garages: All storage facilities, accessory buildings, tool sheds, garden houses, garages and other similar Improvements approved by the A.R.B. shall be permitted only if it is attached to the Dwelling, is composed of the same building materials as the exterior of the Dwelling, and is also of the same exterior color as that of a majority of the exterior of the Dwelling.

(DD) Swimming Pools: Any swimming pool to be constructed on any Lot shall be subject to the requirements of the A.R.B. which include, but are not limited to, the following:

(1) Composition shall be of material thoroughly tested and accepted by the industry for such construction.

(2) Swimming pools, pool decks and patio and terrace slabs may not extend into the minimum front yard and side yard setbacks. The rear setback for the pool edge coping of an open swimming pool shall be ten and one-half (10 ½) feet. The rear yard setback for patio and terrace slabs and wooden pool decks shall be seven and one-half (7 ½) feet.

(3) Swimming pools shall not be constructed or erected above ground.

(4) Lighting for landscape, pool, recreation and security purposes shall be designed so as to not be an annoyance to the surrounding residences. Time clock controls may be used. All lighting plans must be submitted to and approved by the A.R.B.

(EE) Roofs: The following roof styles and materials shall not be permitted: fiberglass panels; tin sheeting; any material that is other than earthtone, unless approved by the A.R.B. The minimum roof pitch generally required for each Dwelling to be constructed on a Lot shall be not less than five (5) feet of height for each twelve (12) feet of extension, commonly known as "5:12 pitch". Exceptions to these requirements may be granted by the A.R.B. for designs found by the A.R.B. to be of exceptional merit.

(FF) Utilities: The central water and sewage system provided by Declarant for service to the Property shall be used by all Owners. Each Owner shall connect his water line to the water distribution main serving his Lot and his sewer line to the sewage collection line serving his Lot and shall pay all connection fees therewith. Each Owner shall maintain and repair his water and sewer lines up to the point of delivery and collection. Subject to Article XI, Section 1, subparagraph W(3), no individual water supply system shall be permitted except for irrigation purposes. No water shall be obtained from any lake, canal or water body. No septic tank or drain field shall be allowed on any Lot.

(GG) Bicycles: Bicycles shall be stored only within each Lot. If bicycles are left on the Association Property or Common Property they may be impounded by the Association and shall be released to the Owner only upon payment of an administrative fee established by the Association. Declarant shall have the right, but not the obligation, to build a bicycle stand or stands within WOODS WALK in which event bicycles may be stored thereon.

(HH) Additional Protective Covenants: Declarant may include in any contract or deed for any Lot, additional protective covenants and restrictions not inconsistent with those contained herein.

(II) Rules and Regulations: No person shall use the Common Property, or the Association Property, or any Lot, in any manner contrary to, or not in accordance with, the rules and regulations (including Traffic Regulations) which may be promulgated by the Association from time to time.

(JJ) Indemnification: Any loss or damage incurred by the Association by breach of any restriction herein shall be reimbursed by the responsible Owner. The Association may obtain recovery against such Owner in the same manner as the collectible and enforceable Assessments.

(KK) Enforcement of Restrictions: The Association, through its Board of Directors, officers and the A.R.B., shall have the authority to enforce those restrictions imposed under the Article XI, and failure to do so shall not be deemed a waiver of the right of enforcement.

(LL) Basketball Installation: No backboards may be installed on any home or structure on a lot. Only a removable pole shall be permitted. No pole or any other equipment may be installed on any easement or right-of-way. All equipment must conform to materials approved by the A.R.B. and backboard color must be white, slate gray or clear: the pole must be aluminum or metal. Notwithstanding anything contained herein, written approval from the A.R.B. must be obtained prior to any installation.

(MM) Leasing: No lease shall be made more often than once in any calendar year; for purposes of the calculation, the lease shall be considered as made on the first day of the lease term.

(NN) No Entity Ownership: No Lot, or interest therein, shall be sold, transferred, conveyed, or otherwise titled in the name of a corporation, limited liability company, partnership, association or other entity, except when titled as follows: (i) in the name of a trust created for estate planning purposes, (ii) in the name of a family entity created for non-business purposes; (iii) in the name of the Association obtaining title to a Lot by foreclosure, or deed in lieu of foreclosure; (iv) in the name of an Institutional Mortgagee obtaining title to a Lot by foreclosure, or deed in lieu of foreclosure.

## **ARTICLE XII**

### **INDEMNIFICATION OF OFFICERS, DIRECTORS, AND MEMBERS OF THE A.R.B.**

Every officer of the Association, director of the Association and member of the A.R.B. shall be indemnified by the Association against all expenses and liability, including attorney fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been an officer, director, or member, whether or not his is an officer, director, or member at the time such expenses

are incurred, except in such cases wherein the officer, director or member is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the officer, director, or member seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer, director or member may be entitled.

### **ARTICLE XIII**

#### **INSURANCE**

Insurance, other than title insurance, that shall be carried on the Common Property and the Association Property shall be governed by the following provisions:

**SECTION 1. AUTHORITY TO PURCHASE; NAMED INSURED:** All insurance policies upon the Common Property and the Association Property shall be purchased by the Association and shall be placed in a single agency or company, if possible. The named insureds shall be the Insurance Trustee designated by the Association individually, and as agent for the Association, the Members without naming them, mortgagees, and the Commercial Parcel Owner as to that portion of the entrance road described in Exhibit "D" hereto, if such road is not dedicated to the public. Provisions shall be made for the issuance of mortgagee endorsements and memoranda of insurance to any mortgagees and to the Commercial Parcel Owner. The policies shall provide that payments by the insurer for losses shall be made to the Insurance Trustee for the benefit of the members, mortgagees and the Commercial Parcel Owner, as their interests may appear. The Insurance Trustee may be any bank in Florida with trust powers, as may be designated by the Board of Directors of the Association.

The Owners of Lots may purchase insurance on their individual dwellings.

#### **SECTION 2. COVERAGE:**

(A) **Casualty Insurance:** All buildings and insurable improvements on the Common Property and the Association Property shall be insured for fire and extended coverage perils, excluding foundation and excavation costs at their maximum insurable replacement value, and all personal property owned by the Association shall be insured for its full insurable value, all determined annually by the Board of Directors of the Association.

(B) **Public Liability Insurance:** The Association shall obtain public liability and property damage insurance covering all of the Common Property and the Association Property, and insuring the Association, the Members and the Commercial parcel Owner, as their interests appear in such amounts and providing such coverage as the Board of Directors of the Association may determine from time to time, provided, that the minimum amount of coverage shall be \$500,00 each person, and \$1,000,000.00 each incident. The liability insurance shall include, but not be limited to, hired and non-owned automobile coverage.

(C) **Workmen's Compensation Insurance:** The Association shall obtain Workmen's compensation Insurance in order to meet the requirements of law, as necessary.

(D) Flood Insurance: The Association shall obtain flood insurance to meet the requirements of federal, state, or local law, or any regulation enacted pursuant to federal, state or local law, as necessary.

(E) Other Insurance: The Board of Directors of the Association shall obtain such other insurance as they shall determine from time to time to be desirable.

(F) Subrogation Waiver: If available, the Association shall obtain policies which provide that the insurer waives its right to subrogation as to any claim against Members, the Association, the Commercial Parcel Owner and their respective servants, agents and guests.

**SECTION 3. PREMIUMS:** Premiums upon insurance policies purchased by the Association shall be paid by the Association. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out any of the provisions of this Section shall be assessed against and collected from Members as part of General Assessments.

**SECTION 4. ASSOCIATION'S POWER TO COMPROMISE CLAIMS:** The Board of Directors of the Association is hereby irrevocably appointed agent for each Member and for each owner of a mortgage or other lien, for the purpose of compromising and settling all claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor upon payment of claims.

#### ARTICLE XIV

##### RECONSTRUCTION OR REPAIR AFTER CASUALTY

**SECTION 1. DETERMINATION TO RECONSTRUCT OR REPAIR:** If any part of the Common Property or the Association Property shall be damaged by casualty, the Association shall be obligated to reconstruct or repair the property.

**SECTION 2. PLANS AND SPECIFICATIONS:** Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original buildings; or if not then according to plans and specifications approved by the Board of Directors of the Association.

**SECTION 3. ESTIMATES OF COSTS:** Immediately after a determination is made to rebuild, replace, raise or repair damage to property for which the Association has the responsibility of reconstruction, replacement or repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild, replace or repair. Such costs may include professional fees and premiums for such bonds as the Board of Directors require.

**SECTION 4. SPECIAL ASSESSMENTS:** The amount by which an award of insurance proceeds to the Insurance trustee is reduced on account of a deductible clause in an insurance policy shall be assessed equally against all Members. If the proceeds of such Assessments and of the insurance are not sufficient to defray the estimated costs of reconstruction, replacement and repair by the Association, or if at any time during reconstruction, replacement and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, special Assessments shall be made against the Members in sufficient amounts to provide funds for the payment of such costs.

## ARTICLE XV

### CONSERVATION AREA- PROHIBITED ACTIVITIES

Activities prohibited within the Conservation Areas include but are not limited to construction or placing of buildings on or above the ground, dumping or placing soils or other substances such as trash; removal or destruction of trees, shrubs, or other vegetation; excavation, dredging, or removal of soil material; diking or fencing; and any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wild life habitats, conservation or preservation without prior approval of the South Florida Water Management District.

## ARTICLE XVI

### GENERAL PROVISIONS

**SECTION 1. DURATION AND REMEDIES FOR VIOLATION.** The covenants and restrictions of this Declaration shall run with the bind the Property and shall inure to the benefit of and be enforceable to Declarant, the Association or the Owner of any Lot subject to this Declaration and their respective legal representatives, heirs, successors and assigns, for an initial term of twenty (20) years from the date this Declaration is recorded in the public records of Palm Beach County, Florida. The covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots as have then been subject to this Declaration, has been recorded, agreeing to change or terminate the covenants and restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give the Declarant and/or the Association a right of action before any court of competent jurisdiction, whether in law or in equity, to compel compliance with the terms of the covenants or restriction, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the member in violation, provided such proceeding results in finding that such member was in violation of the covenants or restrictions. Expenses of litigation shall include reasonable attorney's fees incurred by Declarant and/or the Association in seeking such enforcement.

**SECTION 2. ANNEXATION.** Additional residential property, Association Property and Common Property may be annexed to the Property with the consent of two-thirds (2/3) of each Class of Members; provided, however, that additional lands may be annexed by the Declarant without the consent of such Members within ten (10) years from the date of recording of this Declaration in the public records of Palm Beach County, Florida, so long as the FHA and VA have determined that such annexation of additional property is in accord with the general plan hereafter approved by them.

**SECTION 3. FEDERAL HOUSING ADMINISTRATION (FHA AND VETERANS ADMINISTRATION APPROVAL).** As long as there is a Class B membership, the following action will require the prior approval of the Federal Housing Administration and the Veterans Administration: Annexation of additional properties and dedication or Common Property not in conformity to the overall plan of development, and amendment of this Declaration of Covenants, Conditions and Restrictions. Approval shall be given to any annexation which is substantially in accordance with a general plan of development hereafter approved by the Federal Housing Administration and the Veterans Administration.

**SECTION 4. COMPLIANCE WITH APPLICABLE LAWS.** In addition to these restrictions and covenants, the Members shall abide by the laws, ordinances, rules and regulations of the State of Florida and Palm Beach County.

**SECTION 5. NOTICES.** Any notice required to be delivered to any Member under the provisions of this Declaration shall be deemed to have been properly delivered when mailed, postpaid, to the last known address of the person as it appears on the records of the Association at the time of such mailing.

**SECTION 6. SEVERABILITY.** Invalidation of any one of these covenants and restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

**SECTION 7. AMENDMENT.**

A. This Declaration may be amended at any time and from time to time upon the execution by the Association and recordation of an instrument approved by two-thirds (2/3) of the Members voting in person or by proxy at a duly called meeting for such purpose.

B. If in order to obtain the approval of the Federal Housing Administration and/or the Department of Housing and Urban Development and/or Veterans Administration to the terms and conditions of this Declaration of Covenants, Conditions and Restrictions, Declarant is required to amend any terms of this Declaration of Covenants, Conditions and Restrictions, Declarant may do so without any further consent or approval of any Owners or Members. Written notice shall be given to all Owners of any such proposed changes for the purpose of Owners submitting objections to such government agencies.

C. Any amendment to this Declaration which would affect the surface Water Management System, including the water management portions of the Association Property and the Common Property, must have the prior approval of the South Florida Water Management District or any successor agency having jurisdiction or other appropriate governmental authority.

D. Any duly adopted amendment to this Declaration shall run with the bind the Property for the same period and to the same extent as do the covenants and restrictions set forth herein.

**SECTION 8. VENUE.** The parties hereto agree that the venue for any action filed in appropriate courts regarding this Declaration shall be Palm Beach County, Florida.

**SECTION 9. ASSIGNMENT.** Any or all of the rights, powers and obligations, easements and estates reserved or given to the Declarant or the Association may be assigned by the Declarant or the Association, as the case may be, and any such assignee shall agree to assume the rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by the appropriate instrument in writing, in which the assignee or transferee shall join for the purpose of evidencing its consent to such assignment and its acceptance of the rights and powers, duties and obligations herein contained; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to the Declarant and/or the Association. After such assignment, Declarant and/or the Association shall be relieved and released of all responsibility hereunder.



**SECTION 10. USAGE.** Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

**SECTION 11. EFFECTIVE DATE.** This Declaration shall become effective upon its recordation in the public records of Palm Beach County, Florida.

**EXHIBITS\***

\*See Exhibits attached to the Declaration of Covenants and Restrictions for Woods Walk recorded in the Official Records of Palm Beach County, Florida, in Official Records Book 5458, Page 1169, as amended from time to time.

**BY-LAWS  
OF  
WOODS WALK HOMEOWNERS' ASSOCIATION, INC.**

ARTICLE I – NAME AND LOCATION

The name of the corporation is Woods Walk Homeowners' Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at c/o BMC Properties, Inc., 29 Southwest 36<sup>th</sup> Court, Miami, Florida 33135, but meetings of Members and Directors may be held at such place within the State of Florida, County of Palm Beach, as may be designated by the Board of Directors.

ARTICLE II – DEFINITIONS

The terms used herein shall have the meaning assigned, if any, in the Articles of Incorporation and Declaration of Covenants and Restrictions for Woods Walk, P.U.D., hereinafter referred to as the "Declaration".

ARTICLE III – MEETINGS OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the Members shall be held during the last week of May of each year on a date and time to be determined by the Board of Directors from time to time.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A Membership.

Section 3. Notice of Special Meetings. Written notice of each special meeting of the members, shall be given by mail, hand delivery or electronic transmission at least fourteen (14) days but not more than forty-five (45) days before such meeting except as otherwise provided in the Articles of Incorporation, to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Proof of such notice shall be given by the affidavit of the person giving the notice. Such notice shall specify the place, day and hour of the meeting, and the purpose of the meeting. The notice of the annual meeting of the Members is addressed in Article V hereof.

Section 4. Quorum. The presence, in person, or by proxy, at any duly called meeting of the Members, of Members entitled to cast thirty percent (30%) of the total number of votes of the Members shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration (specifically Article VI, Section 14), or these By-Laws. Any Member may join in the action of any meeting by signing and concurring in the minutes thereof and such a signing shall constitute the presence of such Member for the purpose of determining a quorum. If a quorum is present, the vote of a majority of the Members who are present or represented at the meeting and entitled to vote on the subject matter shall be the act of the

Membership unless otherwise provided by law or by the Articles of Incorporation of the Association.

Section 5. Adjournment. If at any meeting of the Membership there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. Any business which might have been transacted at a meeting when originally called may be transacted at any adjournment thereof. In the case of the adjournment of a meeting, no notice to the Members of such adjournment shall be required other than announcement at the meeting of the time and place of the adjourned meeting.

Section 6. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and shall be valid only for the particular meeting designated therein and any adjournment thereof if so stated. A proxy must be filed with the Secretary before the appointed time of the meeting in order to be effective. Any proxy may be revoked prior to the time a vote is cast pursuant to such proxy. A general or limited proxy shall count towards a quorum however Members may not vote on any substantive issue or matter by general proxy but may vote on such issue(s) by limited proxy. A limited proxy is a proxy pursuant to which the Member specifically directs or instructs his or her proxyholder on the face of the proxy how to vote on any substantive issue(s) to be considered by the Members and the proxyholder may not exercise his or her judgment in casting a vote on such issue(s). Limited proxies shall be used for votes taken to amend the Declaration, Articles of Incorporation or these By-Laws and for any other substantive matter or issue for which the Declaration, Articles of Incorporation, these By-Laws or applicable law requires or permits vote of the Members. General proxies may be used to vote on procedural, non-substantive issues such as, without limitation, approval of minutes, adjournment, tabling a matter, etc. Notwithstanding the foregoing, proxies shall NOT be permitted in casting votes for the election of directors except as otherwise provided by applicable law with respect to filling vacancies on the Board of Directors caused by the recall of one or more Directors.

Section 7. Action Taken Without a Meeting. The Members may, at the discretion of the Board, act by written response in lieu of a meeting provided written notice of the matter or matters to be agreed upon is given to the Members or duly waived in accordance with the provisions of these By-Laws. Unless some greater number is required under the Declaration and except as to the election of Directors which shall be accomplished by plurality vote, the decision of a majority of the votes cast by Members as to the matter or matters to be agreed or voted upon shall be binding on the Members provided a quorum is either present at such meeting or submits a response if action is taken by written response in lieu of a meeting, as the case may be. The notice with respect to actions to be taken by written response in lieu of a meeting shall set forth the time period during which the written response must be received by the Association.

Section 8. Secret Written Ballot. The election of Directors shall be by secret written ballot as provided in these By-Laws unless otherwise provided by applicable law with respect to filling vacancies on the Board of Directors caused by the recall of one or more Directors.

Section 9. Conduct of the Meetings. Roberts Rules of Order (latest edition) shall govern the conduct of all meetings of the Members of the Association when not in conflict with the Declaration, the Articles of Incorporation of the Association, the By-Laws of the Association or the Statutes of Florida.

#### ARTICLE IV – BOARD OF DIRECTORS: SELECTION: TERM OF SERVICE

Section 1. Term of Office. The affairs of the Association shall be governed by a Board composed of five (5) Directors. At the annual meeting and election following the recordation of these amendments to the By-Laws, the three (3) Directors receiving the greatest number of votes shall be elected for a two (2) year term and the two (2) remaining Directors shall be elected for a one (1) year term. If there are the same or fewer number of candidates to fill the vacancies on the Board at such meetings, the Directors shall determine by drawing straws which Directors shall serve for a two (2) or one (1) year term, unless otherwise provided by law as amended from time to time. Thereafter, each Director elected shall serve a two (2) year term with the intent that Directors serve staggered two (2) year terms such that every other year either two (2) or three (3) Directors are elected for a two (2) year term. Unless otherwise provided by applicable law, a Director's term shall extend until his successor is duly elected and qualified.

Section 2. Removal. Any Director may be removed from the Board with or without any cause, by majority vote of the Members of the Association except for the Directors elected by Class B Members who may be removed by a majority vote of Class B Members only. In the event of death, resignation or removal of a Director, his successor shall be selected by remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 3. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4. 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 a majority of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

#### ARTICLE V – NOMINATION AND ELECTION OF DIRECTORS

Section I. Nomination and Election.

The nomination and election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual Members meeting.

(b) The members of the Board of Directors shall be elected by written ballot. Proxies shall in no event be used in electing the members of the Board of Directors except to fill a vacancy or vacancies caused by recall of a Director at a meeting of the membership as provided by applicable law. Although other issues may be considered at the annual meeting and voted on, the election on directors shall be conducted separately from such other issues and no other issue may be addressed or considered on the election ballot.

(c) Not less than sixty (60) days before a scheduled election, including the annual meeting, the Association shall mail, hand deliver or electronically transmit to each Member of the Association a first notice of the date of the election, which notice shall state that Members desiring to be a candidate for the Board of Directors shall submit a written notice to the Association. Any Member of the Association desiring to be a candidate for the Board must give written notice to the

Association not less than forty (40) days before the scheduled election. Such written notice shall be accomplished by either (1) certified mail, return receipt requested, to the Association, (2) personal delivery to the Association, (3) regular U.S. mail or facsimile to the Association or (4) electronic mail to the Association. Upon receipt by the Association of a timely submitted written notice by personal delivery that a Member desires to be a candidate for the Board, the Association shall issue a written receipt acknowledging delivery of the written notice.

(d) The Association shall mail, hand deliver, or electronically transmit a second notice of the annual meeting or other election meeting to all Members of the Association together with a ballot as described herein. Such second notice shall be mailed, hand delivered, or electronically transmitted to each Member of the Association and posted conspicuously on the property not less than fourteen (14) days before the annual meeting. Proof of such notice shall be given by the affidavit of the person giving the notice. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 1/2" x 11" with printing only on one side of the paper, which must be furnished by the candidate to the Association not less than thirty-five (35) days before the annual meeting, which information sheets, if any, shall be included with the mailing, hand delivery, or electronic transmission of the second notice and ballot, with the costs of mailing or delivery and copying to be borne by the Association. The Association shall not be liable for the contents of any information sheet prepared by any candidate. The Association may print or duplicate the information sheets on both sides of the paper.

(e) Elections shall be decided by the plurality of those ballots cast. A quorum of the Members for an election of Directors shall be established by ballots being cast for twenty (20%) percent or more of all of the Lots (not counting any Lot(s) owned by a Member whose voting rights have been suspended pursuant to Chapter 720, Florida Statutes, as amended or renumbered from time to time).

(f) Nominations from the floor are prohibited. In the event there are the same or fewer number of candidates as vacancies to be filled an election shall not be necessary and such candidates shall be deemed elected at the annual meeting or other election meeting. In the event there are fewer candidates than vacancies to be filled, such remaining vacancies shall be filled by appointment by the remaining Directors, even if less than a quorum, subsequent to the annual meeting or election meeting. Upon receipt of election ballots Members may, in respect to each vacancy, cast his vote for each or fewer than as many candidates as vacancies being filled. Cumulative voting is prohibited.

(g) The completed ballots shall be returned to the Association at the address of the Association, or at such other address as designated upon each ballot or notice for the election meeting. Upon receipt of each ballot, the Secretary or the Board of Directors shall immediately place it in the safe (if any) or other locked place (or box) until the date of the annual meeting of the Association. On the day of the annual meeting, the ballots shall be turned over to an Election Committee which shall consist of not less than three (3) members, who need not be Members (i.e. owners), appointed by the Board of Directors. The Election Committee shall not consist of any candidates, nor the spouse, child, sibling or parent of any candidate, nor any member of a candidate's household, nor shall any officer or Director (or spouse of an officer or Director or any member of the household of an officer or Director) serve on the Election Committee. Ballots may also be cast at the meeting in person by Members of the Association. Ballots may also be cast electronically through an Internet based online voting system if a Member consents, in writing, to

online voting and the Association complies with the requirements of Chapter 720, Florida Statutes, as amended or renumbered from time to time, with respect to electronic voting.

(h) The second notice of annual meeting and accompanying documents shall not contain any communication by the Board of Directors which endorses, disapproves, or otherwise comments on any candidate. Accompanying the written ballot shall be an outer envelope addressed to the person or entity authorized to receive the ballots, and smaller inner envelope with no identifying markings (other than the word "Ballot") in which the ballot shall be placed. The exterior of the outer envelope shall indicate the name or names of the Owner(s) of the Lot and the address or legal description of such Lot, and shall contain a signature space for an authorized voter for the Lot. The completed ballot shall be placed in the inner smaller envelope. The inner envelope shall be placed within the outer larger envelope which shall be sealed. An authorized voter for the Lot shall sign the exterior of the outer envelope in the space provided for such signature. The envelope shall either be mailed or hand delivered to the Association. Upon receipt by the Association, no ballot may be rescinded or changed. The ballot shall indicate each and every eligible Member of the Association who gave written notice to the Association at least forty (40) days prior to the election meeting of his or her desire to be a candidate for the Board of Directors, unless such person has, prior to the mailing or delivery of the ballots, withdrawn his candidacy in writing. The ballot shall list the candidates in alphabetical order by surname and no ballot shall indicate which candidates are incumbents on the Board. Additional ballots and envelopes shall be available at the meeting for voters who have not cast their votes. These ballots shall be placed in an inner and outer envelope in the manner described above and the outer envelope must be signed by an authorized voter for the Lot. After the commencement of the annual meeting, and in the presence of any Lot Owners in attendance, and prior to opening any outer envelope, the Election Committee shall inspect all the returned envelopes to verify they are in compliance with the provisions of this Article V. Any exterior envelope not signed by an authorized voter shall be marked "disregarded" or with words of similar import and any ballot contained therein shall not be counted. Then, in the presence of any Lot Owners in attendance, all inner envelopes shall be removed from the outer envelopes and placed in a receptacle. Upon the commencement of the opening of the outer envelopes, the balloting shall be closed, and no more ballots shall be accepted. The inner envelopes shall then be opened and the ballots removed and counted by the Election Committee in the presence of any Owners in attendance. Any inner envelope containing more than one ballot shall be marked "disregarded", or with words of similar import, and any ballots contained therein shall not be counted. If an Owner owns two (2) or more Lots, he or she shall submit separate ballots in separate inner and outer envelopes for each Lot. If more than one (1) ballot is submitted for a Lot the ballots for that Lot shall be disqualified.

(i) If two (2) or more candidates receive the same number of votes which would result in one or more candidates not serving or serving a lesser period of time, then the Association shall as determined by the Board, either: 1) with the consent of both candidates who received the same number of votes, flip a coin to determine who will serve on the Board, or 2) conduct a runoff election in accordance with the following procedure. In the event the Board determines to conduct a runoff election, within seven (7) days of the date of the election at which the tie vote occurred, the Board shall mail, hand deliver, or electronically transmit to the Members a Notice of Runoff Election. The only candidates eligible for the runoff election are the candidates who received the tie vote at the previous election. The notice shall inform the Members of the date of the runoff election, it shall include a ballot conforming to the requirements of this Article V, and shall include copies of any candidate information sheets previously submitted by those candidates to the

Association. The runoff election must be held not less than twenty-one (21) days, nor more than thirty (30) days, after the date of the election at which the tie vote occurred.

(j) Except as may otherwise be provided by law with respect to vacancies resulting from removal of Directors by Members through recall, vacancies in the Board of Directors occurring between annual meetings of Members shall be filled for the balance of the term of office by a vote of the remaining Directors, even if such remaining Directors are less than a quorum.

## ARTICLE VI. MEETING OF DIRECTORS

Section 1. Organizational Meetings. The first meeting of the duly elected Board of Directors for the purpose of organization, shall be held within ten (10) days after the annual meeting of Members, provided the majority of the Members of the Board elected be present. Any action taken at such meeting shall be by a majority of those present. If the majority of the Members of the Board elected shall not be present at that time, or if the Directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty (30) days after the annual meeting of Members upon three days' notice in writing to each Member of the Board elected, stating the time, place and object of such meeting.

Section 2. Regular Meetings. Regular meetings of the Board of Directors may be held at any place or places within Palm Beach County, Florida, on such days and at such hours as the Board of Directors may, by resolution, appoint. No notice shall be required to be given of any regular meeting of the Board of Directors.

Section 3. Special Meetings. Special Meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, and may be held at any place or places within Palm Beach County, Florida. Notice of each special meeting of the Board of Directors, stating the time, place and purpose or purposes thereof, shall be given by or on behalf of the President or by or on behalf of the Secretary to each Member of the Board not less than three (3) days prior to such meeting by mail or one (1) day prior to such meeting by telephone or telegraph. Special Meetings of the Board may also be held at any place and time without notice by unanimous waiver of notice by all of the Directors.

Section 4. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. A Director may join in the action of a meeting of the Board by signing the minutes thereof, and such signing shall constitute the presence of such Directors for the purpose of determining a quorum. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board, except as may be otherwise specifically provided by law, by the Articles of Incorporation or elsewhere.

Section 5. Presiding Officer. The presiding officer at all Board Meetings shall be the President. In the absence of the President, the Directors shall designate any one of their number to preside.

Section 6. Executive Committee. The Board shall have the power to appoint an Executive Committee of the Board consisting of not less than three (3) directors. An Executive Committee shall have and exercise such power of the Board as may be delegated to such Executive Committee by the Board.

## ARTICLE VII. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Property and Association Property, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof; specifically, the Board of Directors shall have the authority to levy a fine against an owner for any violation of the Declaration of Covenants and Restrictions for Woods Walk, the Articles of Incorporation, these Bylaws, and the Rules and Regulations, as same may be amended from time to time, regardless of whether the violation occurs on a lot or on the common property. Each and every violation shall be the responsibility of the Owner regardless of whether the offending party is the Owner or the Owner's tenant, family, agent, guest or invitee. If the fine is not timely paid, it shall be deemed an assessment and collectible in the same manner as an assessment.

(b) suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least fifteen (15) days in advance of each annual assessment period; and

(2) send written notice of each assessment to every Owner subject thereto at least fifteen (15) days in advance of each annual assessments period; and

(3) foreclosure in lien against any Lot for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.



(d) issue, or to cause an appropriate officer to issue, upon demand, 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;

(e) procure and maintain adequate liability and hazard insurance on the property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Property or Association Property to be maintained.

### ARTICLE VIII. OFFICERS AND THEIR DUTIES.

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice President, who shall at all times be Members 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 2. 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 Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the 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 5. 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 6. 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 he replaces.

Section 7. Multiple Offices. The offices of the 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 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

- (a) The President shall preside at all meeting 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 checks and promissory notes.

Vice President

- (b) The Vice President shall act in the place and stead of the President and in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

- (c) 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 Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

- (d) The Treasurer shall receive and deposit in appropriate bank accounts, all monies of the Association and shall disburse such funds as directed by the Board of Directors; shall sign all checks and promissory notes of the 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, and deliver a copy of each to the Members.

ARTICLE IX. COMMITTEES

The Board of Directors of the Association shall appoint an Architectural Control Committee, as provided in the Declaration, which shall be a Standing Committee, an Executive Committee and an Election Committee, as provided in the By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE X. BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, upon reasonable notice, be subject to inspection by any Member. The Declaration, the Articles of Incorporation, and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI. ASSESSMENTS.

As more fully provided in the Declaration, each Member is obligated to pay to the Association General and Special Assessments, Emergency Special Assessments, and, if necessary, Individual Assessments, which are secured by a continuing lien upon the Lot against which the Assessment is made. Any Assessments which are not paid when due shall be delinquent. If the

Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest from the date of delinquency at the highest permissible rate and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the Lot and interest, costs, and attorneys' fees of any such action shall be added to the amount of such Assessment. No Owner may waive or otherwise escape liability for the Assessments provided for herein by nonuse of the Common Property or Association Property or abandonment of his Lot.

#### ARTICLE XII. CORPORATE SEAL.

The Association shall have a seal in circular form having within its circumference, the words: Woods Walk Homeowners' Association, Inc. – a corporation not for profit.

#### ARTICLE XIII. AMENDMENTS.

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of Members present in person or by proxy, provided that the notice to the Members of the meeting disclosed the information that an amendment of the By-Laws was to be considered; provided, however, the provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matters stated herein to be or which are in fact governed by the Declaration may not be amended except as provided in such Declaration. Notwithstanding anything herein to the contrary, the Class B membership shall be permitted to amend these By-Laws at any time, without the consent of the Class A membership. No amendment of these By-Laws may be made without the consent of the Class B membership.

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

#### ARTICLE XIV. ELECTRONIC NOTICE

The Association may provide notice by electronic transmission in a manner authorized by law for meetings of the Board of Directors, Committee meetings requiring notice, and annual and special meetings of the Members; however, a Member must consent in writing to receiving notice by electronic transmission.