



Prepared by and Return to:  
 WILL CALL BOX #45  
 HILLEY & WYANT-CORTEZ, P.A.  
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 Suite 108  
 North Palm Beach, FL 33408  
 (561) 627-0009

01/21/2004 09:00:59 20040034447  
 DR BK 16456 PG 0187  
 Palm Beach County, Florida  
 Dorothy H Wilken, Clerk of Court

**RESOLUTION OF MEMBERSHIP APPROVAL OF AN RESTATEMENT AND AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS FOR VICTORIA WOODS.**

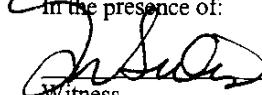
WHEREAS, Victoria Woods Homeowners' Association, Inc., is a Florida corporation not-for-profit as filed with the Secretary of State May 23, 1985, and whose document number is N90415, and

WHEREAS, Victoria Woods Homeowners' Association, Inc. is a homeowners association as set forth in those certain Declaration of Protective Covenants, Conditions and Restrictions as recorded in the Public Records of the Clerk of the Circuit Court in and for Palm Beach County, Florida, at Official Record Book 4554, Page 0917, being subject to the, Articles of Incorporation, and By-Laws of said Association, and

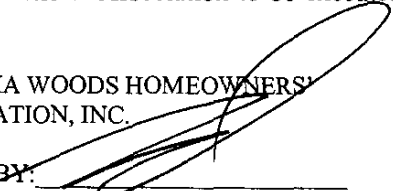
WHEREAS, in compliance with the membership approval requirements of the above Declaration of Protective Covenants, Conditions and Restrictions the Association, and/or the procedures as set forth in Florida Statutes Chapter 612, states that,

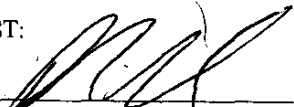
IT IS HEREBY, RESOLVED, that the attached Restatement and Amended Declaration was passed by an affirmative vote of not less than fifty-one percent (51%) of the membership, and has gained the consent of institutional mortgagee, whose written acceptance is also hereto attached to this resolution.

In WITNESS WHEREOF, VICTORIA WOODS HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, has caused this resolution of membership approval for the Restatement and Amended Declaration of Covenants and Restrictions Victoria Woods Homeowners' Association to be executed this 12<sup>th</sup> day of November, 2003.

Signed, sealed and delivered  
 in the presence of:  
  
 Witness

Betty Sweet  
 Witness

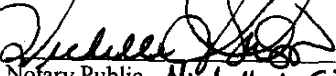
VICTORIA WOODS HOMEOWNERS'  
 ASSOCIATION, INC.  
 BY:   
 Michael F. Aranda, President

ATTEST:  
  
 Michael D. Aranda, Secretary

STATE OF FLORIDA )  
 COUNTY OF PALM BEACH )

ss:  
 The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of November, 2003 by Michael F. Aranda and Michael D. Aranda, the President and Secretary, respectively of VICTORIA WOODS HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation on behalf of the corporation, who  are personally known OR  have produced as identification and who have not taken an oath.

MICHELLE L SIDES  
 MY COMMISSION #DD187180  
 EXPIRES: FEB 24, 2007  
 Bonded through Advantage Notary

  
 Notary Public Michelle L. Sides  
 My Commission Expires:

(SEAL)

CERTIFICATE OF MORTGAGEE APPROVAL

THIS IS TO CERTIFY that the undersigned mortgagee with the highest aggregate mortgage indebtedness on the lots subject to the Declaration of Covenants and Restrictions of the Victoria Woods Homeowners' Association, Inc., hereby approves the foregoing Amended and Restated Declaration of Covenants and Restrictions Of Victoria Woods, which covenants run with the following described real property in Palm Beach County, Florida:

Tracts 21, 22, 23, 24, 25, 26, 27 and 28, Model Land Company's Subdivision of West half of Northwest Quarter of Section 11, Township 44 South, Range 42 East, according to the Plat thereof recorded in Plat Book 5, Page 76, Public Records of Palm Beach County, Florida.

Together with the East half of the Northwest Quarter of Model Land Company's Subdivision of Section 11, Township 44 South, Range 42 East, according to the Plat thereof recorded in Plat Book 5, Page 76, Public Records of Palm Beach County, Florida. Also known as Lots 1, 2, 3, 4, 5, 6, 7, and 8 of said Model Land Company's Subdivision.

All of the above less and except the rights of way for Lake Worth Drainage District as follows:

- The North 70' for Lateral 6.
- The South 45' for Lateral 7.
- The West 20' of the East 60' for Canal E-3.

Dated this 17<sup>th</sup> day of December, 2003.

Signed, sealed, and delivered in the presence of:

Lani Lewis  
Witness: LANI LEWIS

Mary Terranova  
Witness: MARY TERRANOVA

SouthTrust Bank

BY: Carmen de Essaye  
Carmen de Essaye  
Group Vice President

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this day by Carmen de Essaye, the Group Vice President of SouthTrust Bank, to me well known as the person described in and who executed the foregoing and is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of December, 2003.

Mary L. Terranova  
Notary Public



Prepared by:  
Jay Steven Levine, P.A.  
3300 PGA Boulevard, Suite 970  
Palm Beach Gardens, Florida 33410  
(561)627-3585

**AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
VICTORIA WOODS**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS amends and restates and replaces in its entirety that certain DECLARATION OF COVENANTS AND RESTRICTIONS originally made on the 24<sup>th</sup> day of MAY, 1985, and recorded in Official Record Book 4554, page 917, Public Records of Palm Beach County, Florida (the "Original Declaration"), and is made and entered into by WYNDAM PARK, INC., a Florida corporation, ("Wyndam Park"), and by VICTORIA WOODS HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit, hereinafter called "ASSOCIATION".

**NOTE: THE FOLLOWING APPLIES TO PHASE IIIB (TOWNHOUSE LOTS) AND PHASE IV:**

**IF YOU PURCHASE A HOME IN THIS COMMUNITY, YOU WILL BE LIVING IN A SPECIAL TAXING DISTRICT KNOWN AS THE WYNDAM PARK COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") AND WILL BE SUBJECT TO ADDITIONAL COSTS. SPECIAL ASSESSMENT BONDS WILL BE ISSUED BY THE DISTRICT TO FINANCE CERTAIN COMMUNITY WIDE INFRASTRUCTURE. SUCH BONDS WILL BE PAYABLE BY SPECIAL ASSESSMENTS LEVIED AGAINST ONLY THE HOMES IN THESE PHASES OF VICTORIA WOODS. THESE SPECIAL ASSESSMENTS WILL APPEAR ON YOUR TAX BILL EACH YEAR FOR NOT MORE THAN 30 YEARS FROM THE FIRST INSTALLMENT AS A NON-AD VALOREM ASSESSMENT. THIS SPECIAL ASSESSMENT WILL BE IN ADDITION TO OTHER PROPERTY TAXES AND ASSESSMENTS. THE ANNUAL SPECIAL ASSESSMENTS LEVIED ON EACH HOME TO PAY DEBT SERVICE ON SUCH BONDS IS ESTIMATED TO BE \$720 PER YEAR (\$60 EACH MONTH). UNDER CERTAIN CIRCUMSTANCES, YOU MAY PREPAY YOUR ASSESSMENTS. CONTACT SPECIAL DISTRICT SERVICES, INC. AT (561) 630-4922 FOR MORE INFORMATION REGARDING YOUR PREPAYMENT RIGHTS AND A GOOD FAITH ESTIMATE OF THE ANNUAL OPERATION AND MAINTENANCE ASSESSMENTS THAT THE DISTRICT MAY ALSO LEVY.**

**NOTE: THE CDD WILL OWN AND HAVE AN INTEREST ONLY IN THOSE PORTIONS OF THE COMMON AREAS WITHIN PHASES IIIB AND IV WHICH ARE CONVEYED TO THE CDD.**

WITNESSETH:

WHEREAS, ROBERT C. MALT & COMPANY, a Florida corporation ("Malt") was the owner and initial Developer of the real property described in Exhibit "A" to this Declaration; and Malt created thereupon a planned community of single family and/or multi-family homes with permanent open spaces, and traffic and recreation areas for the benefit of the community; and

WHEREAS, Malt provided for the preservation and enhancement of the property values, amenities and opportunities in said community and for the maintenance of the properties and improvements thereon, and to this end subjected the real property described in Exhibit "A" to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

WHEREAS, Malt deemed it desirable, for the efficient preservation of the values and amenities in said community to create an entity to which should be delegated and assigned the powers of owning, maintaining and administering the community properties and facilities; administering and enforcing the covenants and restrictions; collecting and disbursing the assessments and charges hereinafter created; and promoting the recreation, convenience, safety and welfare of the residents; and

WHEREAS, Malt incorporated under the laws of the State of Florida, VICTORIA WOODS HOMEOWNERS' ASSOCIATION, INC., as a not-for-profit corporation for the purpose of exercising the functions aforesaid; and

WHEREAS, Malt assigned to Corona Land Development, Inc. ("Corona") all of Malt's rights as "Developer" arising under and pursuant to the Original Declaration by that certain Assignment of Developer's Rights dated September 8, 2000 and recorded September 21, 2000 in Official Record Book 12029, page 1349, Public Records of Palm Beach County, Florida, and by virtue of said Assignment Corona became the successor Developer under the terms of the Original Declaration as is herein amended and restated; and

WHEREAS, Corona assigned all of Corona's rights as "Developer" arising under and pursuant to the Original Declaration by that certain Assignment of Developer's Rights dated February 12, 2003 and recorded in \_\_\_\_\_, and by virtue of said Assignment Wyndam Park, Inc. became and is the successor Developer under the terms of the Original Declaration as is herein amended and restated.

NOW, THEREFORE, the Developer declared that the real property described in Exhibit "A" is and shall be held, transferred, sold, conveyed and occupied subject to the terms, conditions, covenants, provisions, restrictions, easements, servitudes and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth, which shall be binding on all persons, their heirs, successors and assigns having any right, title or interest in or to the real property, and shall inure to the benefit of each lot owner.

## ARTICLE I – DEFINITIONS

1. "Articles" shall mean the Articles of Incorporation of the Association.
2. "Association" shall mean and refer to Victoria Woods Homeowners' Association, Inc., its successors and assigns and also to Wyndam Park Homeowners Association, Inc., its successors, assigns and legal representatives, unless the context means only one particular Association, in which "Association" means only the one.
3. "Association Expenses" shall mean the expenses payable by owners to the Association as shall be set forth in this Declaration.
4. "Assessment" means the amount of money that may be assessed against an Owner for the payment of an Owner's share of Common Expenses, and/or any other funds that an Owner may be required to pay to the Association as provided by these Homeowners Documents.
5. "Association Property" shall mean all real and personal property transferred to the Association for the benefit of all members.
6. "Board" shall mean the Board of Directors of the Association.
7. "Common Area" shall mean those areas of real property shown on the subdivision plats of Victoria Woods, as they may be replatted, together with all improvements thereto, including but not limited to roads, entranceways, open areas and other property, whether improved or unimproved, or any easement or interest therein, now or hereafter owned by the Association, or that is dedicated to the Association on any recorded plat or on any other recorded document, or that is declared to be a Common Area by this Declaration, or that was intended by Developer to be a Common Area, which are devoted to the common use and enjoyment of the members of the Association.
8. "Common Expenses" means all expenses of any kind or nature whatsoever incurred by the Association, including, but not limited to, the following:
  - (a) Expenses incurred in connection with the ownership, maintenance, repair, improvement or operation of the Common Areas, the Common Use Areas, in the event the Association elects to maintain, repair, improve or operate all or any portion of any such Common Use Areas, or any other property to be maintained by the Association as provided in this Declaration, including, but not limited to, expenses associated with utilities, taxes, assessments, insurance, operation, maintenance, repairs, improvements, and alterations.
  - (b) Expenses of obtaining, repairing or replacing personal property used in connection with any Common Area or any Common Use Areas, in the event the Association elects to obtain, repair or replace all or any portion of any such personal property used in connection with any such Common Use Areas, or any expenses incurred in the

performance of the Association's duties.

- (c) Expenses incurred in connection with the administration and management of the Association.
- (d) Any charges for water, sewer, trash removal, cable television services, security monitoring services and/or other common utility, governmental or similar services provided to the Lots, the Units, the Common Areas or the Common Use Areas that are not separately metered or charged individually to a Unit and the Owners thereof, or that the Association determines to pay as a Common Expense.
- (e) Expenses declared to be Common Expenses pursuant to the provisions of this Declaration, by the Articles or by the Bylaws.
- (f) Such amounts of reserves as may be deemed appropriate, if any, for the repair, replacement, or addition to the Common Areas or the Common Use Areas, in the event the Association elects to repair, replace or add to all or any portion of any such Common Use Areas.

9. "Common Surplus" means, at any point in time, the excess of the amount of receipts of the Association over the amount of the Common Expenses.

10. "Common Use Areas" means those portions of a Lot (as hereinafter defined) where roads, entranceways, sidewalks, swales, open areas and other similar areas exist and were intended by Developer for use in common by the Owners.

11. "Declaration" shall mean the covenants, conditions, restrictions, easements, and all other terms set forth in this document, and as may be amended from time to time.

12. "Developer" shall be defined pursuant to Florida's Homeowner Association statute, as from time to time may be amended.

13. "General Plan of Development" shall mean the subdivision plat or plats of Victoria Woods, as approved by the appropriate governmental agencies and which may from time to time be amended or replatted, and which shall represent the development plan and general uses of the real property.

14. "Homeowners' Documents" means in the aggregate, this Amended and Restated Declaration of Covenants and Restrictions for Victoria Woods, the Articles of Incorporation of Victoria Woods Homeowners' Association, Inc., the By-Laws of the Association, the Rules and Regulations of Victoria Woods, and all of the instruments and documents referred to herein and executed in connection with the General Plan of Development, all of which from time to time may be amended and shall also be known as "governing documents". The term "Homeowners' Documents" or "Governing Documents" shall also include the Articles of Incorporation and By-Laws of Wyndam Park Homeowners Association, Inc.

unless the context requires otherwise.

15. "Improvement" means all or any portion of any building, including but not limited to all or any portion of a Unit (as same is hereinafter defined), fence, wall, patio area, porch area, screen enclosure, driveway, walkway, landscaping, antenna, sign, mailbox, pool, spa, pool heater, air conditioning unit, water softening equipment, propane storage tank, tennis court or any other structure or item that is constructed, made, installed, placed or developed within or upon any portion of the property subject to the Homeowner's Documents, including but not limited to any Lot contained therein. No removal, change, alteration or addition of any improvement, other than normal maintenance and repair that does not materially alter or change the exterior appearance, condition and color of any improvement, shall be authorized, except in conformity with the provisions of this Declaration.

16. "Institutional Mortgagee" shall mean any lending institution having a first lien on a "Lot" (hereinafter defined), including any of the following institutions: an insurance company or subsidiary thereof, a federal or state savings and loan association, a federal or state building and loan association, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, a federal or state banking association, the Palm Beach County Housing Authority or similar entity, a real estate investment trust, or any mortgage banking company authorized to do business in state of Florida.

17. "Lot" shall include a parcel of real property as described on the subdivision plats of Victoria Woods, as may be replatted, intended to be conveyed to an Owner and that contains or is intended to contain a Unit, a single family home (also referred to as "Home"), and has a membership interest in Victoria Woods Homeowners' Association, Inc. or Townhouse Association.

18. "Occupant" shall mean the occupant of a Unit or single family home in Victoria Woods, who shall be the owner, the lessee, or their respective guest.

19. "Owner" shall mean the fee simple title holder of any lot, whether one or more persons or entities.

20. "Property" or "Subject Property", shall mean all of the real and personal property subject to this Declaration. The real property is described in Exhibit "A" attached hereto and made a part hereof.

21. "Victoria Woods", is the name given to a planned residential community of single family homes to be constructed by Developer in West Palm Beach, Florida, and includes the Townhouse Units.

22. "Rules and Regulations" shall mean the rules, regulations and polices which may be adopted by the Board from time to time by resolution duly made and carried.

23. "Transfer Date" shall mean the date that the Developer relinquishes the right to appoint a majority of the Directors to the Board of Directors of the Association and conveys legal title to the Common Area to the Association. The transfer date shall occur 180 days after the Developer has closed the sales of 90% of the Units contemplated by the general plan of development of Victoria Woods, as Victoria Woods is

replatted, or after the Developer elects to relinquish its control of the Association, whichever shall first occur.

24. "Subject Property" means all of the property that may from time to time be subject to this Declaration. The Subject Property shall include any property that is encumbered by this Declaration but excludes any property that is hereafter withdrawn, by an amendment hereto, from the encumbrance of this Declaration.

25. "Unit" is synonymous with "Home", and means a residential dwelling constructed upon a Lot, and except as otherwise specifically provided for herein only one (1) Unit may be constructed upon any Lot. A Unit shall be deemed to exist at such time as a Certificate of Occupancy is issued for such Unit by the applicable governmental authorities.

26. "Townhouse Association" means Wyndam Park Homeowners Association, Inc., its successors, assigns and legal representatives, to the exclusion of Victoria Woods Homeowners' Association, Inc.

27. "Townhouse Lot" means a parcel of real property within Phase IIIB intended to be conveyed to an Owner and that contains or is intended to contain a Townhouse Unit.

28. "Townhouse Unit" means a Unit constructed in Phase IIIB, as same may be replatted.

29. "Homeowners Association" means Victoria Woods Homeowners' Association, Inc., to the exclusion of the Townhouse Association.

## ARTICLE II - GENERAL PLAN OF DEVELOPMENT

1. The General Plan (Of) of Development shall be that which is approved by the appropriate governmental authorities to be platted, constructed or placed within the Subject Property, including any replats.

## ARTICLE III - ASSOCIATIONS

1. Association. In order to provide for the administration of the Subject Property and this Declaration, the Association has been organized under the laws of the State of Florida.

2. Articles. No amendment to the Articles shall be deemed an amendment to this Declaration, and this Declaration shall not prohibit or restrict amendments to the Articles, except as specifically provided herein. The Articles of Incorporation of the Townhouse Association shall be separately recorded in the Public Records of Palm Beach County, Florida.

3. Bylaws. No amendment to the Bylaws shall be deemed an amendment to this Declaration, and this Declaration shall not prohibit or restrict amendments to the Bylaws, except as specifically provided



herein. The By-Laws of the Townhouse Association shall be separately recorded in the Public Records of Palm Beach County, Florida.

4. Powers of the Association. The Association shall have all of the powers provided for in this Declaration, along with any and all powers indicated in or incidental to those powers contained in the Articles and Bylaws or contained in appropriate Florida Statutes. Accordingly, the Association shall be vested with the power to enforce the Homeowners Documents and by the Homeowners' Documents, the Subject Property has been submitted to the jurisdiction of the Association.

5. Approval or Disapproval of Matters. Whenever the approval, consent, or decision of the Owners is required for any matter pursuant to this Declaration, the Articles or the Bylaws such approval, consent, or decision shall, except for matters where a greater voting requirement is specified, be made by a majority of the votes of the Owners present in person or by proxy at a duly called meeting of the Association at which a quorum exists, in accordance with the Articles and the Bylaws.

6. Acts of the Association. Unless the approval or action of the Owners and/or a certain specific percentage of the Board is specifically required by this Declaration, the Articles, the Bylaws or by applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board, without the consent of the Owners, and the Board may so approve and act through the duly elected officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken, such action or approval may be conditioned in any manner the Board deems appropriate or the Board may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal, except as herein specifically provided to the contrary.

7. Management and Service Contracts. The Association shall have the right to contract for professional management, cable television, security monitoring services and such other services on such terms and conditions as the Board deems desirable, in the exercise of the sole and absolute discretion of the Board, provided, however, that any such contract shall be fair and reasonable.

8. Membership. All Owners shall be members of the Association. All Owners of Lots within Phase IIIB shall also be members of the Wyndam Park Homeowners Association, Inc. Membership as to each Lot shall be established and transferred as provided by the Articles and the Bylaws.

9. Owners' Voting Rights. The votes of the Owners shall be established and exercised as provided in the Articles and Bylaws.

#### ARTICLE IV - USE OF PROPERTY

The following shall apply to all Property subject to this Declaration. Reference to approvals, enforcement, regulations, waivers, guidelines and standards by the "Association" in this Article IV shall mean as follows: With respect to the "Property" within Phase IIIB, only to the Townhouse Association. With respect to "Property" in other Phases, only to the Homeowners Association. It is the intention that the only

Townhouse Association regulate and operate property within Phase IIIB, and that only the Homes Association regulate and operate property in all other Phases.

1. The lots shall be used solely for residential purposes. Nothing herein shall be deemed to prevent an owner from leasing a home to a single family, subject to all of the terms, conditions and covenants contained in the governing documents, including the Rules and Regulations. No Unit shall be permanently occupied by more than two (2) persons for each bedroom contained in the Unit. Temporary guests will be permitted upon the Subject Property so long as such guests comply with the Homeowners' Documents.

2. Nuisances. No nuisances, no unreasonably offensive or unlawful actions and no use or practice that is an unreasonable source of annoyance to the Owners or authorized residents of the Units or that shall interfere with the peaceful possession and proper use of the Subject Property by the Owners and the authorized residents of the Units shall be permitted to be maintained within the Subject Property. All laws, zoning ordinances and regulations of all applicable governmental authorities shall be complied with at all times by the Owners the authorized residents of the Units.

3. No homeowner or lessee shall do or permit any act or failure to act which shall cause any Association insurance policy to become void or suspended, or which would cause any increase in premiums payable by the Homeowners' Association.

4. A Lot shall not be further subdivided or separated by any owner; and no portion less than all of any such Lot, nor any easement or other interest granted herein, shall be conveyed or transferred by an owner; provided, however, that this shall not prevent corrective deeds, deeds to resolve boundary disputes and other similar corrective instruments. This paragraph shall not apply in the event any Lot should be platted or re-platted with appropriate governmental approval.

5. No trade, business, profession, other commercial activity or any other non-residential use shall be conducted by an Owner or any resident of a Unit from any Unit or any Lot, if in connection therewith, customers, clients, patients or the like come to the Unit or if such non-residential use is otherwise apparent from the exterior of the Unit. The Association may, in the exercise of the sole and absolute discretion of the Association, require an Owner or any resident of a Unit to discontinue any such non-residential use otherwise authorized hereby, in the event the Association determines that such use is creating a nuisance or otherwise interferes with the rights of other Owners. Nothing contained herein shall prohibit the Developer of Phases IIIB and IV from carrying on any and all types of construction activity necessary to accomplish the general plan of development, including the construction and operation of a sales model and office by the Developer, located solely within the above referenced Plats, until all of the lots have been sold.

6. Animals, Livestock and Domestic Pets. No animals, livestock, pigs or poultry of any kind shall be permitted within the Subject Property except for common household domestic pets (a "Pet"), provided that in no event shall pit bull terriers, pigs or poultry or any other animal the Board shall from time to time determine, be considered to be a Pet. Further, without the written consent of the Association, which

consent may be withheld in the sole and absolute discretion of the Association, the Board may limit the number of Pets permitted to be maintained within any Unit. No Pet shall be housed outside of a Unit (whether in a separate shelter intended for such housing or otherwise), and any Pet permitted to be maintained within any Unit must be carried or kept on a leash when outside of the Lot where such Pet is maintained. No such Pet shall be permitted onto any other Owner's Lot without the permission of such other Owner, and no Pet will be permitted to create an unreasonable nuisance or annoyance to other Owners or authorized residents of the Subject Property. No Owner shall install any type of invisible animal restraint system at any point on a Lot forward of the front building line of a Unit nor shall it be placed in any easement. Each Owner or resident maintaining a Pet shall immediately pick up and remove any solid animal waste deposited by such Pet on any portion of the Subject Property. No commercial breeding of any animal is permitted within the Subject Property. The Association shall have the right to require an Owner or authorized resident of the Subject Property to immediately and permanently remove a Pet or other animal from the Subject Property in the event of a violation of this paragraph. Each lot owner by acquiring a Lot at Victoria Woods, agrees to indemnify the Association, and hold it harmless against any loss or liability resulting from his, his family members' or lessees' ownership of a Pet.

7. Signs. Without the prior written consent of the Association, which consent may be withheld in the exercise of the sole and absolute discretion of the Board, no sign shall be placed upon any Lot or any other portion of the Subject Property, and no signs that are visible from the exterior of a Unit shall be placed in or upon any Unit. Any sign installed in violation of this Paragraph may be removed by the Association without notice to the Owner, and the entry upon any Lot in order to remove same shall not be deemed a trespass and the Association shall not be liable to an Owner or any other party whatsoever for such removal or for any loss or damage incurred as a result of any such removal. Notwithstanding the foregoing, a single sign advertising a Lot and Unit for sale, in a size not to exceed eight (8) inches by ten (10) inches, shall be permitted to be placed on a Lot.

8. Vehicles. The Association shall have the right to authorize towing away of any vehicles in violation of this rule with the costs and fees, including attorneys' fees, if any, to be borne by the vehicle owner or violator.

- (A) Except as otherwise set forth herein, without the prior written consent of the Association which consent may be provided or denied in the sole and absolute discretion of the Association, or unless parked within an enclosed garage, only automobiles, vans of a type customarily used as private passenger vehicles, pick-up trucks of a type customarily used as private passenger vehicles with a carrying capacity of three quarters of a ton or less and other vehicles manufactured for use as private passenger vehicles (collectively, the "Permitted Vehicles") may be parked Overnight (as such term is hereinafter defined) within the Subject Property, so long as it is parked on a driveway, or within an enclosed garage. Furthermore, no vehicle containing commercial lettering, signs or equipment, no truck, recreational vehicle, camper, trailer, or vehicle other than the Permitted Vehicles may be parked or stored outside of a Unit, on a Lot or otherwise within the Subject Property. It is the specific intention hereof to limit all parking and storage of automobiles, trucks and the like to Permitted Vehicles only and only in driveways or garages within the

Lots. In addition, unless parked within an enclosed garage, any Permitted Vehicle parked within the Subject Property must be in operating condition and repair, may not possess flat tires, and unless parked within an enclosed garage, no Permitted Vehicle without a current license plate or that cannot operate under its own power, including but not limited to as a result of flat tires, may be parked anywhere within the Subject Property for more than 24 hours.

- (B) Except as otherwise set forth herein, without the prior written consent of the Association which consent may be provided or denied in the sole and absolute discretion of the Association, unless parked within an enclosed garage, no boats or any other type of aquatic passenger vehicles, for example, motorboats, sailboats, rowboats and canoes ("Boats") may be stored Overnight (as such term is hereinafter defined) outside of a Unit, on a Lot or otherwise within the Subject Property, except that Boats may only be stored in such locations and maintained and used pursuant to such conditions as may be established from time to time by the Association in the sole and exclusive discretion of the Association. It is the specific intention hereof to limit the storage of all Boats to only such locations approved by the Association, and to limit the use and maintenance of Boats to the areas and subject to the conditions as set may be determined from time to time by the Association. A Boat that is properly stored within the Subject Property in a location permitted by the Association must be kept in good condition and repair.
- (C) Unless stored within an enclosed garage, no aircraft of any type may be parked or stored outside of a Unit, on a Lot or otherwise within the Subject Property.
- (D) Unless stored within an enclosed garage, no motorcycle, motorbike, moped, all-terrain vehicle or other such vehicle (collectively, "Motorcycles") may be parked or stored outside of a Unit, on a Lot or otherwise within the Subject Property. No Motorcycle is permitted to be operated within the Subject Property unless such Motorcycle is licensed for street use and is equipped with appropriate noise muffling equipment so that such operation does not create an annoyance to the residents of the Subject Property. If the Association determines the operation of any such Motorcycle creates an annoyance to the residents of the Subject Property, then after written demand from the Association to owner of any such Motorcycle, such Motorcycle shall not be permitted to operate within the Subject Property.
- (E) No major repair of any Permitted Vehicle or Permitted Boat shall be undertaken while any such Permitted Vehicle or Permitted Boat is located on the Subject Property. Major repairs shall include but not be limited to changing of oil or other motor vehicle fluids. All Permitted Vehicles parked or Permitted Boats stored within the Subject Property must be painted with colors and in a manner that is customary for such Permitted Vehicles or such Permitted Boats and that is not offensive or distasteful in the reasonable opinion of the Association.
- (F) For the purposes hereof, Overnight shall be defined as that period of time commencing at

sunset and ending at sunrise.

(G) The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from the Subject Property or while used in connection with providing services to the Subject Property or utilized by the Developer for construction activities in Phases IIIB and IV. Nor shall the foregoing restrictions be deemed to prohibit the temporary parking of governmental, law enforcement agency, fire agency, emergency vehicles, or other governmental agency vehicles within the Subject Property.

(H) Notwithstanding any restrictions on commercial vehicles to the contrary in this rule, passenger motor vehicles bearing the insignia of and actually used by the Florida Highway Patrol, Palm Beach County Sheriff's Department or any law enforcement agency, fire department or an emergency medical facility, fully authorized to operate in Palm Beach County, Florida, may be parked in Victoria Woods, subject to the same terms and conditions governing the parking of private passenger motor vehicles.

9. The areas designated as landscape easement areas or landscape buffer maintenance easements on the general plan of development or the plats shall be used for no other purpose than as open landscaped areas. Notwithstanding anything to the contrary otherwise contained in this Declaration, each owner of a Lot located within Phases IIIB and IV shall be responsible for maintaining that portion, if any, of the perimeter landscape buffer maintenance easement immediately adjacent to their Lot in good condition, acceptably cut and trimmed to the Association's specifications. The maintenance responsibility of each such owner shall include, but may not be limited to, mowing, trimming, pruning, fertilizing, weed control, sod replacement, irrigation and landscape related insect and disease control. Each such owner shall have an easement and right to enter upon that portion of the landscape buffer maintenance easement immediately adjacent to their Lot in order to carry out the maintenance obligations herein specified, and no such entry shall be deemed a trespass. In the event that any owner fails to comply with the maintenance obligation herein stated, the Association may, but shall not be required to, maintain that portion of the landscape buffer maintenance easement and the cost thereof to the Association plus a service fee to the Association, as determined by the Board, shall be paid by such owner to the Association as an individual assessment. Any such individual assessment shall become a lien on that owner's Lot, and shall be enforceable in a like manner as an Association lien for non-payment of any other assessment.

Each Lot located within Phases IIIB and IV which abuts a perimeter landscape buffer maintenance easement shall accommodate the drainage from said landscape buffer maintenance easement and be subject to a flowage easement for the benefit of the Association for the purpose of draining the adjacent landscape buffer maintenance easement and the owner of such lot shall be obligated to maintain such easement and shall take no actions to impede such intended drainage.

10. The Developer may install an automatic controlled sprinkler system connected to the Homeowner's water system on the homeowner's lot, from the front picket fence to the roadway. The continual operation and maintenance of this system shall be the responsibility of the homeowner. If the

sprinkler system is not properly maintained by the owner, then the Homeowners Association shall have the right to make any and all repairs necessary to insure its continual performance. The Board may in its discretion, levy a special assessment against that owner for the costs of repair incurred by the Association, including overhead, and costs of collection, including attorneys fees. Any such individual assessment shall become a lien on the Lot, and shall be enforceable in like manner as an Association lien for non-payment of any other assessment.

11. All weeds, rubbish, debris or unsightly material or objects of any kind shall be regularly removed from the lots and shall not be allowed to accumulate thereon. All refuse containers (except on scheduled trash pick-up days), all machinery and equipment and other similar items of personal property, shall be obscured from view of adjoining streets, Lots or common areas. Garbage, trash, refuse or rubbish that is required to be placed along any road or in any particular area in order to be collected may be so placed in appropriate receptacles only after 5:00 p.m. on the day before the scheduled day of collection, and all such receptacles must be removed from such collection areas on the collection day.

12. Outside Antennas and Flags. Except for such satellite dishes as may be mandated by applicable federal law, provided that any such mandated satellite dish may only be located in an area on a Lot that is screened from the view from adjoining streets and Lots, and further provided that in no event shall any such mandated satellite dish be installed on any roof of any Unit, on the front of any Unit, higher than the lowest point of any fascia of any Unit and, if installed on the ground, such mandated satellite dish must be screened from view by an approved method, no outside signal receiving or sending antennas, dishes or devices are permitted on any exterior portion of a Lot without the prior written consent of the Association which consent may be withheld in the exercise of the sole and absolute discretion of the Association. The foregoing restriction shall not prohibit the Association from authorizing any antenna or signal receiving dish owned by a third party that is intended to service the entire Subject Property from being located at such location within the Subject Property as may be determined by the Association in the exercise of the sole and absolute discretion of the Association. Likewise, the Association may, but shall have no obligation to, contract with a cable television provider to provide cable television services to all of the Lots, and in such event, the cost thereof shall be a Common Expense.

No flag poles are permitted on any portion of the Subject Property without the prior written consent of the Association, which consent may be withheld in the exercise of the sole and absolute discretion of the Association. Notwithstanding the foregoing, an Owner may display an appropriately sized American flag on such Owner's Lot. The Association shall establish a uniform method/specifications for such flag display.

13. Outside Storage of Personal Property. Except for tasteful patio furniture and accessories, Bar-B-Q grills, playground equipment, of the type authorized by the Association, and other personal property commonly kept outside, the personal property of an Owner or an authorized resident of a Unit shall be kept inside of the Unit or on an area on a Lot (but in no event in any area in front of a line which is parallel to the front of the Unit) that is screened from the view from adjoining streets and from Lots and must appear neat and in good condition.

14. Separate Structures. No permanent, portable, temporary or accessory buildings,

structures, sheds, gazebos or tents (collectively, the "Separate Structures") shall be erected, constructed, located or maintained upon any Lot for storage or any other purpose whatsoever, without the prior written consent of the Association, which consent may be withheld in the exercise of the sole and absolute discretion of the Association. In the event any such Separate Structures are so permitted, the maintenance of same shall be subject to such requirements initially established by the Association at the time of the approval of such Separate Structure and as such requirements may be modified from time to time thereafter. In all cases such Separate Structures shall be screened from view.

15. Recreational Facilities / Common Areas. The Homes Association shall have the right, from time to time, to promulgate such rules and regulations relating to the use of the Common Area and the Common Use Areas, including but not limited to recreational facilities, if any, as the Association may deem appropriate. Notice of rules affecting the Common Area or Common Use Areas shall be deemed to be given upon posting of such rules on or about the area or facility or publication to the membership.

16. Solar Collection Devices. Except for such solar collection devices as may be mandated by applicable federal law, provided that any such mandated solar collection devices may only be located in an area on a Lot that is screened from the view from adjoining streets and Lots, and further provided that in no event shall any such mandated solar collection device be installed at the front of any Lot or Unit, and, if installed on the ground, such mandated solar collection device must be screened from view by an approved method, no solar collection devices are permitted on any exterior portion of a Lot without the prior written consent of the Association which consent may be withheld in the exercise of the sole and absolute discretion of the Association.

17. Swimming Pools. No permanent above-ground swimming pools, spas, or the like, shall be installed on or in any Lot without the consent of the Association, which consent may be withheld in the exercise of the sole and absolute discretion of the Association.

18. Tree Removal. No trees existing upon a Lot at the time of acquisition of a Lot by an Owner shall be removed from such Lot without the prior consent of the Association which consent may be withheld in the exercise of the sole and absolute discretion of the Association, except that diseased or dead trees and trees required to be removed to promote the growth of other trees may be so removed without such consent provided that in the event any tree is so removed without such consent pursuant to the provisions of this paragraph, the Association, in the exercise of the sole and absolute discretion of the Association, may require the replacement of any such removed tree(s) with a tree of the same type, size and character. In any event, any removal, replacement or introduction of any tree must comply with applicable governmental laws and regulations. The provisions of this sub-paragraph shall not apply to Lots in Phases IIIB and IV, until Units constructed therein receive a certificate of occupancy from appropriate governmental authority.

19. Window Treatments. Permitted window treatments shall consist of draperies, blinds, shutters, decorative panels, or other tasteful window covering. No newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except that tasteful temporary window covering shall be permitted for a period not exceeding twenty (20) days after an Owner or other authorized resident of a Unit

first moves into a Unit or for such a reasonable period of time as is necessary in order to permit existing window treatments to be cleaned or repaired.

20. Only central air conditioning units are permitted within the Subject Property, and accordingly no window, wall, or portable air conditioning units are permitted within the Subject Property.

21. No sports facility or apparatus or other structure associated with any recreational activity may be erected or maintained within the Subject Property without the prior written consent of the Association, which consent may be provided or denied in the sole and absolute discretion of the Association. The fact that the Association authorizes the maintenance of any structure or apparatus for any recreational activity shall under no circumstance provide a right in any other Party to maintain the same or any other type of structure or apparatus for any recreational activity. Any such structure or apparatus which is approved must conform to the standards established by the Association, from time to time, as to location, color, size and style. Likewise, any such structure or apparatus associated with any recreational activity permitted pursuant hereto may be only be used during daylight hours.

22. No clotheslines or clothespoles shall be erected, and no outside clothes drying is permitted, except where same is required for energy conservation purposes by an order of an appropriate governmental authority, in which event the Association shall have the right to approve, which approval must be in writing, the portion of any Lot to be used for outdoor clothes drying purposes and the types of devices to be employed. In all events, however, outdoor clothes drying, if required will be permitted only at the back of a Lot behind a Unit in an area that is screened from the view from adjoining roads and from other Units within the Subject Property, by use of portable outdoor drying apparatus which will be required to be removed when not in use.

23. Nothing shall be stored, constructed, placed within, or removed from any Common Area by any Owner other than Developer unless previously approved in writing by the Association.

24. Catch basins and other drainage areas are for the purpose of natural flow of water only No Owner or authorized resident of any Unit may obstruct or redirect the drainage flows of drainage swales, storm sewers or storm drains, nor shall any Owner or authorized resident of any Unit permit debris to be placed in these areas

25. Except as permitted by this Declaration, the commencement and completion of all exterior changes or other alterations to a Unit and the commencement and completion of any other Improvement to any Unit or Lot shall not be undertaken without the prior written consent of the Association as required hereby.

26. No garage shall be permanently enclosed, and no portion of a garage originally intended for the parking of a vehicle shall be converted into a living space or storage area, unless first approved in writing by the Association. In no event, however, may any Unit have less than a one (1) car garage. All garage doors shall remain closed except when vehicles are entering or leaving therefrom.



27. The use of firearms upon the Subject Property is prohibited. The term "firearms" includes all firearms of any type or caliber and by way of example but not as a limitation includes "B-B" guns and pellet guns.

28. No improper, offensive, or unlawful use shall be made of any Unit or Lot, and all valid laws, zoning ordinances and regulations of all governmental or quasi-governmental bodies having jurisdiction shall be strictly observed.

29. Nothing shall be done or kept on the Lots or any Improvement that will increase the rate of insurance on any portion of the Subject Property insured by the Association, nor shall anything be done or kept on the Lots or any Improvement that would result in the cancellation of insurance on any portion of the Subject Property insured by the Association.

30. All Units and Lots shall be kept in a clean and sanitary manner and shall be maintained in first-class condition with a well maintained lawn and landscaping. The following paragraph applies only to a non-Townhouse Lot: No lawn on any Lot shall be permitted to exceed six (6) inches in height, and in the event any lawn so exceeds such height limitation, the Association may, but shall not be required to, cut such lawn and the cost thereof to the Association plus a service fee, as determined the Board, to the Association shall be paid by such Owner to the Association as an assessment or the Association may compel the Owner's compliance. Any such individual assessment shall become a lien on the Lot, and shall be enforceable in like manner as an Association lien for non-payment of any other assessment.

31. No hazardous or toxic substances, chemicals, pesticides, fertilizers or any other matter shall be placed on any portion of the Subject Property or the Water Management System. Fertilizers and pesticides shall be used on Lots only in a reasonable manner and only for the purpose for which such products are intended. Owners shall take strict precautions to prevent fertilizers and pesticides from entering the Water Management System.

32. Lots. No individual water supply system shall be permitted on any Lot, except that individual supply systems for the purpose of irrigation of the lawn and landscaping upon a Lot shall be permitted, provided that as to any such individual irrigation supply system each Owner must comply with the following:

(A) Any individual irrigation supply system must be installed, operated and maintained in such a manner as to prevent stains and/or discoloring to any exterior portion of any Improvement upon any Lot or upon any Common Area or to any vehicle. An Owner shall be required to clean, repair or replace any and all Improvements that are discolored due to stains caused by such individual irrigation supply system within thirty (30) days of notice from the Association.

(B) No Owner of any Lot shall be permitted to install an individual irrigation supply system that utilizes a well. Owners shall be required to utilize the potable water supply system as the water source for such individual irrigation supply system, unless otherwise

required by the local municipality exercising jurisdiction over same.

(C) Any individual irrigation supply system installed on any Lot shall be an automatic underground system.

33. Waiver. The Association shall have the right to waive the application of or to permit a deviation from one or more of the restrictions contained in this Article, when, in the sole and absolute discretion of the Association, special circumstances that justify such waiver or deviation exist, or where such waiver or deviation, when coupled with any conditions imposed by the Association as a condition to granting any such waiver or deviation, will not materially and adversely affect any other Owner. As a part of the grant of any such waiver or deviation, the Association may impose such conditions and restrictions as the Association may deem necessary, and the Owner shall be required to comply with any such restrictions or conditions in order for any such authorized waiver or deviation to remain valid. The grant by the Association of any such waiver or deviation or the failure by the Association or any other Party having the right to enforce such restrictions to enforce any violation of the restrictions set forth in this Declaration shall not be deemed to prohibit or restrict the right of the Association or any other Party having the right to enforce such restrictions from insisting upon strict compliance with these restrictions, nor shall any such action be deemed as a waiver of the future applicability of the restrictions contained in this Declaration or the other governing documents of the Association, including the Rules and Regulations. Furthermore, any approval as to any matter given by the Association shall not give rise to any future obligation upon the Association to provide the same or similar approval.

34. Exceptions. The restrictions set forth in this Article shall not apply to Lots in Phases IIIA and IV, prior to issuance of the initial certificate of occupancy for any Unit constructed thereon. Nor shall these restrictions be applied in said Phases in a manner that would prohibit or restrict the development of those Phases or prohibit or restrict activities associated with the construction, sale or leasing of any Units and other Improvements thereon or therein.

35. The Board of Directors of the Association shall have the authority to promulgate rules and regulations for Victoria Woods. Each owner, his family, lessees, guests or business invitees, occupant or user of a Lot or the Subject Property shall be required to abide by each and every rule and regulation. The Board shall be authorized to take whatever actions are allowable by law, or the governing documents, including the Rules and Regulations, to enforce the governing documents and rules and regulations, including seeking injunctive relief, or any other relief authorized.

36. Should the Association be required to seek enforcement of any provision of the Homeowners' Documents, then and in that event, the offending homeowner (for himself or for his family, guests, invitees or lessees) shall be liable to the Association for any costs incurred in the enforcement action, including reasonable attorneys' fees, whether incurred in trial or appellate proceedings or otherwise.

#### ARTICLE V - EASEMENTS; PARTY WALLS

1. The initial Developer granted and the Association hereby confirms a perpetual non-

exclusive easement to the Association and to the owners, their families, guests, business invitees and lessees upon, over and across the sidewalks, walkways, rights-of-way and other common areas.

2. The initial Developer also granted and the Association hereby confirms a perpetual non-exclusive easement to all utility or service companies servicing Victoria Woods upon, over, across, through and under the Lots and Common Areas for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems, including but not limited to water, irrigation, sewer, gas, electricity, television cable, telephone or communication lines and systems. It shall be expressly permissible for the Developer or the providing utility or service company to install and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, circuits and conduits on, in, and under the roofs and exterior walls of the homes, providing such company restores any disturbed area to the condition existing prior to their activity; provided however, that no utility service line or system may be installed or relocated within the common areas without the consent of the Association. The easements over, across, through and under the lots shall be limited to improvements as originally constructed.

3. The initial Developer granted and the Association hereby confirms an easement for encroachment in the event any improvements upon the common areas now or hereafter encroaches upon a lot, or in the event that any lot now or hereinafter encroaches upon the common area, as a result of minor inaccuracies in survey, construction, reconstruction, or due to settlement or movement or otherwise. The encroaching improvements shall remain undisturbed as long as the encroachment exists. This easement for encroachment shall also include an easement for the maintenance and use of the encroaching improvements.

4. The following applies only to non-Townhouse Lots: There is hereby reserved to the Association, an easement over, on, across, under and through each Lot for lawn, landscaping and sprinkler system maintenance, so that the Association may maintain the sprinkler system, as well as front yard lawns and landscaping if, in the sole discretion of the Board of the Association, such maintenance is necessary.

5. The Developer and/or the Association shall have the right to grant, modify, or terminate easements over, under, upon and/or across any Common Areas or Common Use Areas, and shall have the further right to modify, relocate, or terminate existing easements in favor of the Association. Notwithstanding the foregoing, the Declaration may not be substantially amended or revoked in such a way so as to unreasonably interfere with the proper and intended uses and purposes thereof, and each of which shall survive the termination of this Declaration.

6. Unless otherwise specifically set forth herein, no grant or creation of an easement shall or shall be deemed to constitute a gift or dedication of any property or right to the general public or be for the benefit of the general public. It is the intention of the Association that any grant of easement shall be limited to the purposes stated for such easement.

7. Party Walls. The following applies only to the Townhouse Lots and Units. Reference to "Association" means the Townhouse Association, and reference to "Board" means the Board of Directors of

the Townhouse Association.

- A. General Rules of Law to Apply. Each wall which is built as a part of the original construction of a Lot (including fences, if any), and which is placed on the common boundary line between two Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply.
- B. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners of the Lots abutting same except as otherwise provided in this subsection 7.
- C. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner of an adjoining Unit may restore it, and in the event the cost thereof is in excess of the insurance proceeds, the Owners of the other adjoining Lot shall contribute equally to pay such excess without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.
- D. Weatherproofing. Notwithstanding any other provision of this subsection 7, an Owner who by his or her negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
- E. Rights to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this subsection 7 shall be appurtenant to the land and shall pass to such Owner's successors in title. If any Owner shall neglect or refuse to pay his or her share under the provisions of this subsection 7, any other affected Owner is entitled to file a lien in the Public Records on the Lot of the defaulting Owner in the amount of such share plus attorneys' fees and costs, which may be foreclosed in the same manner and afford the same remedies under this Declaration as collection of the Association's assessments.
- F. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this subsection 7, any party may request the Board of Directors to settle the dispute, the Board's decision shall be binding, provided, however, that the Board may elect not to act in this capacity, in which case each party shall choose an arbitrator and such arbitrators shall choose one additional arbitrator, and the decision shall be a majority of all the arbitrators and shall be binding.
- G. Alterations. The Owner sharing a party wall with an adjoining Lot shall not

possess the right to cut windows or other openings in the party wall, nor make any alterations, additions or structural changes in the party wall without consent from the Owner of such adjoining Lot.

- H. Perpetual Use. Each common wall to be constructed on the common boundary line between the Lots is to be and remain a party wall for the perpetual use and benefit of the respective Owners, their heirs, assigns, successors and grantees, said Lots being conveyed subject to this condition and this condition shall be construed to be a covenant running with the land in perpetuity.

Right of Access. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Lots shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner and consent is hereby give to enter on the adjacent Lot to effect necessary repairs and reconstruction.

- J. Location of Reconstruction. Whenever a part wall or any part thereof shall be rebuilt, it shall be erected in the same manner and at the same location where it shall initially be constructed and shall be the same size and the same or similar materials and of like quality.

**ARTICLE VI - MAINTENANCE OF EXTERIOR OF THE SINGLE FAMILY HOME AND LOT**

1. Each owner of a non-Townhouse Lot shall maintain the exterior of his Unit, including walls, private fences and roof, in good condition and repair.
2. Each owner of a non-Townhouse Lot shall maintain the lawn and landscaping on his lot, in good condition, acceptably cut and trimmed to the Association's specifications. The owners shall likewise be responsible for the maintenance of driveways located on their lots.
3. As noted above, the Homes Association shall have the right but not the obligation to maintain the sprinkler system.
4. The following shall apply only to the Townhouse Lots and Units: The responsibility for the maintenance, repair and replacement of the Townhouse Lots and Units shall be as follows:
  - A. Association Maintenance. The following portions of the Townhouse Lots and Units shall be maintained, repaired and replaced by the Townhouse Association as an item of common expense of the Townhouse Association only:

1. All landscaping, vegetation, grass, trees and the like and the irrigation system, comprising the Townhouse Lot, including landscaping pest control and fertilization.
2. The exteriors of the Townhouse Unit. The term "exterior" as to the roof means the roof sheathing (or the like) outward. The term "exterior" as to the building walls means the stucco, outward. The term "exterior" excludes any building apertures, fences, and any property added by the Owner.

B Owners Maintenance. The Owner shall maintain, repair and replace all portions of the Townhouse Unit not the responsibility of the Association under subsection 4.A.2 above.

5. In the event an owner of any Lot shall fail to maintain the premises and the improvements thereon as required particularly by this Article and in general by this Declaration, the Association shall notify the Owner of his failure to adequately maintain the premises. The Owner shall have ten (10) days to correct the conditions complained of by the Association. In the event the Owner does not make such corrections, then the Association or its agents shall have the right to enter upon the lot to correct and to repair, maintain or restore the exterior of the building, fences, driveway, lawn, landscaping or any other improvements thereon. Costs of such repair or restoration by the Association shall become an individual assessment upon the Lot and shall be promptly paid by owner. Any such individual assessment shall become a lien on the Lot, and shall be enforceable in like manner as an Association lien for non-payment of any other assessment. Reference to "Association" in this subsection 5 means the Townhouse Unit and Lot, and means the Homes Association with respect to all other Units and Lots.

## ARTICLE VII – MAINTENANCE OF COMMON AREAS

1. The Homes Association shall maintain those common areas as are dedicated or reserved to the Association on the Plats for Victoria Woods, which shall include, but not be limited to all common grounds and landscaped area, recreational improvements, and identification signage. The cost of the Homes Association of maintaining said common areas shall be assessed equally among the lot owners, as part of the Association expenses pursuant to the provisions of this Declaration. The determination of any expenses shall not lie solely within a lot owner's discretion, but shall rest on the determination of the Board of Directors of the Homes Association.

2. Notice and Waivers Relating to Drainage System.  
THE FOLLOWING IS INTENDED TO PLACE PURCHASERS ON NOTICE OF THEIR RIGHTS AND RESPONSIBILITIES WITH RESPECT TO THE DRAINAGE SYSTEM OF VICTORIA WOODS.

Upon the request of the Developer, the Palm Beach County Commission has approved a system of drainage for Victoria Woods which is designed to preserve and protect the naturally existing environment,

together with the added landscaping. The system is of a design which, in the opinion of the County, will require enhanced maintenance and/or repair.

The drainage system will be owned by the Association, except for that portion of the drainage system to serve and be constructed within Phases IIIB and IV, (the "IIIB/IV Drainage System"), which IIIB/IV Drainage System may be constructed by and owned by any Community Development District which is established for such purpose, (the "CDD"). The care, upkeep, maintenance, repair, and renovation of the drainage system and the IIIB/IV Drainage System will be the sole responsibility of the Association and the CDD, respectively, should the CDD be established. Every Owner or other purchaser, upon the acceptance of Warranty Deed conveying fee simple title to any lot, lots or parcel in Victoria Woods, and the concomitant membership in the Victoria Woods Homeowners' Association and Townhouse Association if any membership is attendant to said conveyance, acknowledges that Palm Beach County will have no responsibility or liability whatsoever for the care, upkeep and/or maintenance of the drainage system, or any damages or expenses resulting from events related to the drainage system.

3. Any person or entity, "Party", may convey title to any property, or to any easement or to any interest therein, owned by such Party to the CDD or to the Association, as the case may be, as a Common Area, but the CDD and the Association shall not be required to accept any such conveyance, and no such Conveyance shall be effective to impose any obligation for the maintenance, operation or improvement of any such property upon the CDD or the Association, unless the Board of either the CDD or the Association, as the case may be, expressly accepts the conveyance by executing the deed or other instrument of conveyance or by recording a written acceptance of such conveyance in the public records of the county in which the Subject Property is located.

4. Use and Benefit; Common Areas. All Common Areas shall be held by either the CDD or the Association for the use and benefit of the CDD, the Association, the Owners, the authorized residents of the Units and their respective guests and invitees, the holders of any mortgage encumbering any Lot from time to time, and any other persons authorized to use the Common Areas or any portion thereof by the CDD and/or Association, for all proper and reasonable purposes and uses for which the Common Areas are reasonably intended but, subject at all times to the terms of this Declaration and to the terms of any easement, restriction, reservation or limitation of record that affects the Common Area or that is contained in the deed or instrument conveying any portion of the Common Area to the CDD or to the Association, and, further subject to any rules and regulations adopted by the CDD and/or the Association. An easement and right of such use of the Common Areas is hereby created by this Declaration in favor of all Owners, which easement is appurtenant to the title of any such Owner's Lot.

5. Use and Benefit; Common Use Areas. All Common Use Areas shall held by the Owner thereof subject to the use and benefit in common by the Association, the Owners, the authorized residents of the Units and their respective guests and invitees and any other persons authorized to utilize the Common Use Areas or any portion thereof by the Owners, the Developer or the Association, for all proper and reasonable purposes and uses for which the Common Use Areas are reasonably intended but, subject at all times to the terms of this Declaration and to the terms of any easement, restriction, reservation or limitation of record that affects any Common Use Area or that is contained in the deed or instrument

conveying any portion of any Common Use Area to an Owner, and, further subject to any rules and regulations adopted by the Association. An easement and right of such use of the Common Use Areas is hereby created by this Declaration in favor of all Owners, which easement is appurtenant to the title of any such Owner's Lot.

6. Additions, Alterations or Improvements. The CDD and/or the Homes Association shall have the right to make additions, alterations or improvements to those Common Areas and those Common Use Areas, respectively dedicated or reserved to them on the Plats for Victoria Woods as may be replatted and to purchase such personal property as the CDD and/or Association deem necessary or desirable from time to time, provided, however that the approval of the Owners shall be required in order to remove or to substantially and adversely affect any completed recreational facility existing on any Common Area or Common Use Area. The foregoing approval shall in no event be required with respect to expenses incurred in connection with the maintenance, repair or replacement of existing Common Areas, Common Use Areas or any existing improvement or personal property associated therewith. The cost and expense of any such additions, alterations or improvements to the Common Areas or the Common Use Areas or the purchase of any personal property undertaken by the CDD or the Association shall be a Common Expense.

7. Utilities. The costs of all utility services for the Common Areas, and to the extent determined appropriate by the Association, for the Common Use Area or any other property maintained by the Homes and Townhouse Associations shall be a Common Expense and shall be paid for by the Association responsible for same.

8. Taxes. The costs of all real and personal property taxes and assessments, if any, assessed against the Common Areas or any other property owned by the Homes Association shall be a Common Expense and shall be paid for by the Homes Association.

9. Association Failure to Pay. Any Owner or Institutional Lender may, after ten (10) days prior notice to the Association, pay for any utilities, taxes or assessments, or insurance premiums that are required to be paid by the Homes Association and that are not so paid by the Association after being past due, or may secure substantially similar substitute insurance upon the lapse of an insurance policy held by the Association, and any Party undertaking any of the foregoing shall be owed immediate reimbursement therefore from the Homes Association, plus interest and any costs of collection, including attorneys fees.

10. Damage or Destruction. In the event all or any portion of the Common Area, including any Improvements thereon (other than landscaping), is damaged or destroyed due to fire, flood, wind or other casualty or reason the Homes Association shall restore, repair, replace or rebuild (hereinafter collectively referred to as a "Repair") the damaged portion of the Common Area to the condition existing immediately prior to such damage or destruction, unless otherwise determined by the vote of the Owners. If any landscaping within any Common Area maintained by the Homes Association is damaged or destroyed, the Homes Association shall only be obligated to make such replacement or repair to such landscaping as may be determined by the Board in the exercise of its sole and absolute discretion. Any excess cost to the Homes Association for the replacement or repair of all or any portion of the Common Area, including any landscaping included therein, over the insurance proceeds received by the Homes Association on account



of any such damage or destruction shall be a Common Expense, and the Homes Association shall have the right to make a special Assessment upon the Owners for any such excess cost.

11. Maintenance of Common Areas, Common Use Areas, and Other Property. The Association shall maintain all Common Areas and other property owned by the Association and all Improvements thereon in good condition at all times. If pursuant to any easement the Association is required to maintain any portion of the Subject Property or any Improvement contained thereon, then the Association shall maintain such Improvement in good condition at all times. In addition, the Association may elect to maintain all or any portion of the Common Use Areas as the Association may determine in the exercise of the sole and absolute discretion of the Association, and the Association shall have the right to assume the obligation to operate and/or maintain any other property that is not owned by the Association if the Board, in the exercise of the sole and absolute discretion of the Board, determines that the operation and/or maintenance of such property by the Association would be in the best interests of the Owners of the Subject Property. In such event, the Association shall so notify any Owner otherwise responsible for such operation and/or maintenance of such Common Use Areas or such other property, and, thereafter, such Common Use Areas or such other property shall be operated and/or maintained by the Association and not by the Owner until such time as the Board determines in the sole and absolute discretion of the Board that the Association will no longer assume the obligation to operate and/or maintain such Common Use Areas or such other property and so notifies the appropriate Owner in writing. To the extent the Association assumes the obligation to operate and/or maintain any Common Use Areas or other property that is not owned by the Association, the Association shall have an easement and right to enter upon such Common Use Areas or other property in connection with the operation or maintenance of same, and no such entry shall be deemed a trespass. Such assumption by the Association of the obligation to operate and/or maintain any Common Use Area or other property that is not owned by the Association may be evidenced by a supplement to this Declaration, or by a written document recorded in the public records of the county in which the Subject Property is located, and may be made in connection with an agreement with any Owner, or any governmental authority otherwise responsible for such operation and/or maintenance, and pursuant to any such document the operation and/or maintenance of any Common Use Area or other property may be made a permanent obligation of the Association. The Association may also enter into agreements with any other Party or with any governmental authority to share in the maintenance responsibility of any Common Use Area or other property if the Board, in the exercise of the sole and absolute discretion of the Board, determines same would be in the best interest of the Association. If any Owner or any resident of any Unit or their guests or invitees damages any Common Area or any Common Use Area or any Improvement thereon or any other portion of the Subject Property or other property maintained by the Association, the Owner shall be liable to the Association for the operation of, and cost of repair or restoration of same, unless such liability is otherwise limited under the laws of the State of Florida. Reference in this subsection 11 to "Association" means the Homes Association.

12. Mortgage and Sale of Common Areas. The Association shall not encumber, sell or transfer any Common Area owned by the Association without the approval of 2/3 of the votes of all of the Owners, provided, however, that the Association may dedicate, sell or transfer any Common Area to any governmental authority without the approval of the Owners. Notwithstanding the foregoing, the restrictions set forth in this section and the requirement for Owners' approval shall not apply to Common Areas or Lots

in Phases IIIB and IV, prior to issuance of the initial certificate of occupancy for any Unit constructed thereon, nor shall they apply to any modifications associated with the Preserve Area reflected on Plat One of Victoria Woods, nor shall these restrictions be applied in said Phases in a manner that would prohibit or restrict the development of those Phases or prohibit or restrict activities associated with the construction, sale or leasing of any Units and other Improvements thereon or therein. If changes in the location of any Lots in those Phases not having been granted an initial certificate of occupancy of a Unit by appropriate governmental authority, in the above referenced Phases, such that a portion of the Common Area would be within a relocated Lot, then the Association shall have the right, but not the obligation, and without the approval of the Owners, to convey such portion of the Common Areas to the builder of said Unit, and in connection therewith, said builder shall convey to the Association any property that will be a Common Area due to the relocation of any of the Lots.

13. Maintenance of the Subject Property and CDD Property. The following applies only to the Homes Association.

By the Association. The Association shall operate, maintain, repair and replace the following portions of the Subject Property:

(a) Common Areas. The Association shall maintain all Common Areas and the Improvements contained thereon from time to time, and all other areas for which the duty to maintain has been delegated to and accepted by the Association.

(b) Common Use Areas. The Association may elect to maintain all or any portion of the Common Use Areas and the Improvements contained thereon from time to time, as the Association may determine from time to time in the exercise of the sole and absolute discretion of the Association.

(c) Landscaping. The Association shall be responsible for the maintenance and care of all landscaping contained within the Common Areas, and the Association may, in the exercise of the sole and absolute discretion of the Association, maintain landscaping within or along any access easement or right-of-way within or contiguous to the boundary of the Subject Property or within any Common Use Area. The responsibility of the Association shall include, but may not be limited to mowing, trimming, pruning, edging, fertilizing, weed control, and landscape related insect and disease control. As to any area so maintained by the Association, the Association may plant, remove and/or replace sod, plants, flowers, shrubbery, trees or other landscaping when, in the sole and absolute discretion of the Association, same is appropriate and in the best interest of the Subject Property, and with such type, quantity and quality of landscaping as determined by the Association in the exercise of the sole and absolute discretion of the Association. In the event of damage to or destruction of landscaping within any Common Use Area maintained by the Association or any other area maintained by the Association, the Association shall only repair or replace such landscaping that is damaged or destroyed as a direct result of any failure of the Association to fulfill its maintenance obligation undertaken pursuant hereto. The Association shall have no liability whatsoever to replace any landscaping installed by any Owner on any Lot or otherwise.

(d) Utility Lines and Facilities. The Association shall maintain all

utility lines and facilities located within the Subject Property not owned by a governmental authority or utility company, except for any utility lines and facilities located within any Lot that serve only such Lot and/or the Unit existing thereon.

(e) Wells and Water Sprinkler System. In the event Association installs any wells, pipes, or water sprinkler system (collectively the "Irrigation System") within any Common Area in order to irrigate any such Common Area, the Association shall maintain such Irrigation System.

(f) Roadways, Sidewalks and Street Lighting. The Association shall maintain any and all common private roads, drives and parking areas within the Subject Property provided that the each Owner shall have the obligation to repair, replace and maintain any driveway or parking areas serving such Owner's Lot. Notwithstanding the foregoing, the Association may but shall have no obligation to, repair, replace and maintain any common sidewalks, swales or walkways within the Subject Property. The Association shall also repair, replace and maintain any common street lighting and the utility services used in connection therewith within the Subject Property, other than any street lighting or utility services used in connection therewith that exclusively serves one Lot or any such street lighting and the utility services used in connection therewith that is maintained by a utility company or other governmental agency. The Association shall pay for, as a Common Expense, any utility charges incurred in connection with such common street lighting located within the Subject Property.

(g) Controlled Entry: Gates and Guardhouses, Manned or Electronic. The Association may, in the exercise of the sole and absolute discretion of the Association, operate and maintain entry gates and guardhouses, hire entry control personnel and obtain, place or make other traffic control devices for the benefit of the Subject Property and the Owners, subject to the requirements of applicable governmental authorities or agencies, the cost of which shall be a Common Expense.

(h) Other Property. The Association shall have the right, as determined in the exercise of the sole and absolute discretion of the Association, to maintain such other areas within or contiguous to the Subject Property as the Association may, in the exercise of the sole and absolute discretion of the Association, determine from time to time is in the best interest of the Owners, and the cost of any such maintenance shall be a Common Expense. The Association may also enter into agreements with any other Party to share in the maintenance responsibility of any property if the Association, in the exercise of the sole and absolute discretion of the Association, determines same would be in the best interest of the Subject Property.

(i) Owners' Lot, Units, and Improvements. The Association shall have the right, but not the obligation, to contract, pursuant to such terms and conditions are acceptable to the Association, in the exercise of the sole and absolute discretion of the Association, with any Owner to undertake on behalf of such Owner any maintenance obligation imposed upon Owners pursuant to this Declaration.

(j) The Association and any duly authorized representative thereof shall have an easement over the Lots and the irrevocable right of access to the Lots from time to time during reasonable hours as may be necessary in connection with operation, maintenance repair and replacement obligations upon the Association provided for hereby.

(k) Costs. Any and all of the costs incurred by the Association in connection with the operation, maintenance, repair, replacement, or other obligations upon the Association as provided for hereby shall be borne by the Owners and shall be a Common Expense. The Association shall have the right, in the exercise of the sole and absolute discretion of the Association, but always in accordance with the requirements, if any, of applicable Florida law, to establish reserves in connection with the foregoing obligations of the Association.

## ARTICLE VIII – ARCHITECTURAL CONTROL

The Homes Association shall have architectural control over the non-Townhouse Lots and Units only. The Townhouse Association shall have architectural control over the Townhouse Lots and Units only. Reference in this Article VIII to "Association" means the Homes Association or Townhouse Association, as applicable. Each such Association shall have its own Architectural Control Committee for purposes of this Article VIII.

1. Purpose. The Association shall have the right to exercise architectural control over any Improvement existing or to exist upon the Subject Property in order to assure that the Subject Property will be a community of high standards and aesthetic beauty. Such architectural control shall include but shall not be limited to the right to approve all architectural and other aspects of any Improvement including, but not limited to, size, height, site planning, set-back requirements, exterior design, materials, colors, open space criteria, landscaping, waterscaping and aesthetic criteria.

2. The Board of Directors of the Association shall appoint an Architectural Control Committee (hereinafter referred to as "ACC") consisting of so many persons as the Board may deem necessary from time to time. The members of the ACC may also be members of the Board. The Board or ACC, from time to time may determine it appropriate, to hire or retain a qualified professional (architect, engineer, etc.) to assist it in reviewing any materials submitted by an Owner.

3. The ACC shall regulate the external appearance, use and maintenance of the lots and improvements constructed thereon in such a manner so as to, in the ACC's sole discretion, best preserve and enhance values and maintain an aesthetically harmonious relationship among the structures, landscaping, natural vegetation and topography of Victoria Woods.

No application for a permit or other approval from any governmental authority, construction, Improvement, alteration, or renovation of the exterior of any home, any Lot, or any common area improvement; may be made by any Owner, or Owner's designee without the prior express written approval of the ACC, which approval may be withheld by the ACC for any reason.

4. General Provisions and Conditions.

- A. The address of the ACC shall be the principal office of the Association as designated by the Board of Directors pursuant to the By-Laws. Said location shall be the address for the submission of applications, plans and specifications, and the address where the then current architectural standards, if any, shall be kept.
- B. The ACC may, in its sole discretion, from time to time establish certain architectural standards to which any proposed improvement, construction, alteration, repair, etc., shall conform.
- C. No clearing, grading, construction of improvements (including without limitation; pools, saunas, spas, jacuzzis, screened enclosures, buildings, mailboxes or fences), decorations, attachments, fixtures, alterations, repairs, change of paint or stain color, pressure cleaning or other work shall be erected, constructed, affixed, placed or altered on any lot or on any home located thereon until the proposed plans, specifications, exterior colors and/or finishes, landscaping plan and plot plan showing the proposed location of such improvements shall have been approved by the ACC, its successors or assigns. Refusal of approval of plans, location or specifications may be based by the ACC upon any reason, including purely aesthetic conditions, which in the sole discretion of the ACC shall be deemed sufficient. One (1) copy of all plans and related data shall be furnished to the ACC for its records.

The plans and specifications submitted for approval shall show the nature, kind, shape, height, materials, color, and location of all proposed Improvements and may be required to include, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. If the Association deems the plans and specifications deficient, the Association may require such further detail to be incorporated into the plans and specifications as the Association deems necessary in order to make a determination regarding approval of any Improvement. Until receipt of such materials as may be deemed appropriate by the Association, the Association may postpone review of any Improvement submitted for approval. The Association shall have the right to charge a reasonable fee to any Party requesting approval, including where applicable, the fee of any architect or engineer hired by the Association to review any materials submitted by an Owner, and the Association shall not be obligated to review any materials submitted by an Owner until such fee, if required, is paid. The Association shall not, however, be required to utilize the services of an architect or engineer in connection with the exercise of the approval provided for hereby. Approval of any request of an Owner shall not be withheld in a discriminatory manner or in a manner that unreasonably prohibits the reasonable improvement of an Owners Lot, however disapproval based upon aesthetic considerations shall not under any circumstance be deemed discriminatory or be deemed to unreasonably prohibit improvement of an Owner's Lot.

- D. The Association shall notify the Owner of its approval, disapproval, or that the Association requires additions to the plans and specifications or other materials by written notice within thirty (30) days after request for such approval is made in writing and received by the Association with any required fee. In the event additions to the plans and specifications or other materials or a fee are required by the Association in connection with such approval then Association shall have no obligation to approve or disapprove any request until thirty (30) days after receipt by Association of all such additions to the plans and specifications or other materials or the fee. In the event the Association fails to disapprove any request within such thirty (30) day period (or as such period may be extended pursuant to the foregoing) the request shall be deemed approved by the Association, and upon request of the Owner, the Association shall provide written notice of such approval. Any such approval may be conditioned upon the payment by Owner of such fees or other costs charged by Association in connection with the approval. In addition, any such approval may be conditioned upon a requirement that the Owner incorporate changes into any such proposed Improvement, and any such conditional approval shall be deemed a disapproval unless and until the Owner satisfies each and every condition of such approval. If the Association approves, or is deemed to have approved, any Improvement, the Owner requesting approval may proceed to undertake the Improvement in strict conformity with the plans and specifications and other materials approved or deemed to have been approved, again, subject in all cases to any conditions contained in the approval. Further, an Owner shall not make any material changes to the proposed Improvement without the further approval of the Association. If an approval is granted or deemed to have been granted, the Owner shall commence the Improvement within the earlier of the time specified by the ACC, or sixty (60) days after receipt of such approval, and the failure by an Owner to timely commence such Improvement shall terminate the approval. An approval by the Association of any Improvement shall not obligate or otherwise require the Association, or any subsequent Association to approve any similar Improvement in the future, and the Association shall have the right in the future to withhold approval of similar Improvements requested by any other Owner.
- E. Upon approval of an application, the ACC may then, or at any time thereafter establish time limitations for the completion of the improvement for which approval is granted or deemed to have been granted. If the improvement is not completed within the time limitations set, then the ACC may, in its sole discretion, notify the applicant in writing that that improvement must be completed within ten (10) days, failing which the ACC may, again in its sole discretion, order the Owner to remove the improvement, or any part thereof which has been constructed and return the lot or structure to its original condition. If the applicant refuses to do so, then the ACC or the Board of Directors may act to remove the improvement, or part thereof, and assess the applicant for the expenses incurred therefore. Any such expenses shall be an individual assessment and if not paid within the time required by the Association, shall become a lien upon the Lot, and enforceable against the Owner and the Lot in the same manner as for non-payment of any other

assessment.

- F. The ACC does not approve or certify plans and specifications for engineering design, accuracy or correctness, but rather only for aesthetic harmony with the general architectural plan of Victoria Woods. The submitting Owner agrees to hold harmless, and to reimburse for any expenses incurred including claims for damages, attorneys' fees and costs, the ACC, the members thereof, the Association, the members thereof, the Board of Directors, the members thereof, on account of any liability or responsibility for any defect in any structure or improvement constructed from the Owner's plans and specification.

The Association has by the architectural control provisions been granted the right to exercise architectural control or to otherwise enforce the architectural control provisions of this Declaration. Accordingly, the Association shall have no duty or obligation to exercise architectural control or to otherwise enforce the architectural control provisions of this Declaration, and Association shall not be liable to any Owner or to any other Party whatsoever as a result of the exercise of or failure to exercise architectural control or to otherwise enforce the architectural control provisions of this Declaration.

- G. Architectural Guidelines and Criteria. The Association may adopt and modify from time to time, in its sole and absolute discretion, minimum guidelines, criteria and/or standards, which may include but shall not be limited to requirements relating to minimum square footage, maximum height, minimum set-back, and minimum landscaping, that will be used by the Association in connection with the exercise of architectural control. Any changes in any such guidelines, criteria, and/or standards shall not be applicable to any existing Improvement or any Improvement approved prior to the date of any such change.

- H. Inspections. Upon the completion of any Improvement, the applicable Owner shall give written notice (the "Inspection Notice") of the completion to the Association. Within forty five (45) days after receipt of the Inspection Notice, the Association shall have the right to inspect the Improvement and, thereafter notify the Owner in writing (the "Association Notice") of whether the Improvement is accepted, or whether the Improvement is deficient due to a failure of the Owner to complete the improvement in conformity with the approval or otherwise. In the event the Improvement is deemed deficient the Association Notice shall specify the particulars of any such deficiencies. The Owner shall correct the deficiencies set forth in the Association Notice within thirty (30) days after receipt thereof, and upon completion of such corrections the Owner shall provide the Association with a notice (the "Correction Notice") of the completion of the corrections, whereupon the right of the Association to inspect and the procedure associated therewith as set forth in this paragraph shall again become operative. If the Association fails to provide the Owner with the Association Notice within forty five (45) days after receipt of Inspection Notice or the Correction Notice, as the case may be, the Improvement shall be deemed to have been accepted by the Association.

- I. Remedy for Violations. In the event the provisions of this Declaration regarding architectural control are violated by an Owner in any manner, the Association shall, in addition to all other remedies available to it, have the right to seek injunctive relief, without the necessity of posting a bond therefore, to require the applicable Owner to stop construction of, remove and/or alter any Improvement that has been commenced or completed without an approval or that has been commenced or completed without conforming to an approval. The Association, in connection with the enforcement of the architectural control provisions of this Declaration, shall have all of the rights of enforcement granted to the Association pursuant to this Declaration, including but not limited to the right to impose fines, to assess and to lien for costs and expenses incurred in enforcing these architectural control provisions. In connection with the enforcement of the architectural control provisions of this Declaration, the Association shall have the right to enter onto any Lot and make any inspection necessary to determine that the architectural control provisions of this Declaration have been complied with. Except as specifically provided for hereinabove, the failure of the Association to object to any Improvement prior to the completion of the Improvement shall not constitute a waiver of the Association's right to enforce the architectural control provisions of this Declaration. Any action to enforce the architectural control provisions of this Declaration must be commenced within one (1) year after notice by the Association to the Owner of the existence of any violation, or within three (3) years after the date of the violation, whichever occurs first. The foregoing remedies shall be in addition to and not as a limitation of any other right or remedy set forth in this Declaration for any violations of this Declaration. The Association shall have the sole and exclusive authority to enforce the architectural control provisions of this Declaration.
- J. Compliance with Governmental Requirements. In addition to the foregoing requirements, every Improvement must be in compliance with the requirements of any and all applicable governmental authorities, and an Owner shall be required to obtain appropriate permits from such applicable governmental authorities. Any approval by the Association of any Improvement shall be deemed to be conditioned upon a requirement that the Owner obtain all governmental permits required for same, or upon a requirement that the Owner provide the Association with written evidence from the applicable governmental authorities that such governmental permits will not be required, and in the event such approval is so conditioned the Owner shall not proceed with any Improvement until such governmental permits, or evidence that such governmental permits are not required, is obtained and submitted to the Association.
- K. Construction by Licensed Contractor. If applicable governmental permits are required in order for an Owner to undertake any Improvement, then the Improvement must be installed or constructed by a party properly licensed and authorized to undertake work pursuant to such applicable governmental permits. In all cases, all Improvements must be constructed and completed in a good and workmanlike manner.



- L. Color Control. The Developer has, prior to development, established a specific color design plan for the exterior of all residences to be constructed in Victoria Woods. No Owner shall be authorized to change the exterior color of his residence without the specific approval of the ACC. The foregoing notwithstanding, until such time as the Developer has turned over control of the Association, the ACC shall not approve any color change without obtaining the express written consent of the Developer, which consent may be withheld for any reason.
- M. Certificate. Within ten (10) days after the request of any Owner, the Association shall issue, without charge, a written certification in recordable form acknowledging, to the best knowledge of the Association, whether or not the Improvements located upon the Owner's Lot comply with the provisions of this Declaration.
- N. Exception. The foregoing notwithstanding, neither the ACC nor the Board of Directors of the Association shall have any authority to regulate, control or determine the external appearance, use or maintenance of Lots under development, to be developed, or dwellings under construction or to be constructed or to be marketed or sold by the Developer, its successors and/or assigns.

**ARTICLE IX - ASSOCIATION EXPENSES  
AND METHOD OF DETERMINING ASSESSMENTS**

1. Assessment Generally. Each Owner of a Unit shall be responsible for the payment to the Association of Assessments for Common Expenses attributable to each Unit owned by an Owner, which amounts shall be assessed to an Owner as described hereinafter. In addition, each Owner of a Unit shall be responsible for the payment to the Association of any Assessments owed by any prior Owner of such Unit.
2. Suspension of Voting Rights. Unless otherwise determined pursuant to applicable law, the right of an Owner of a Unit to vote upon such matters as may be required under this Declaration, the Articles or the Bylaws may be suspended by the Association in the event that such Owner of a Unit is delinquent in the payment of regular annual Assessments in excess of ninety (90) days.
3. Budget. Prior to the beginning of each fiscal year of the Association, the Association shall adopt a budget (the "Budget") for such fiscal year. The Budget shall include an estimate all of the Common Expenses expected to be incurred by the Association during such fiscal year. The Association shall then establish the current Assessment for Common Expenses for each Unit by dividing the total amount of the Common Expenses set forth in the Budget by the total number of Units then existing within the Subject Property. Upon such determination, the Association shall notify each Owner in writing (the "Notice") of the amount, frequency and due dates of the current Assessment for Common Expenses, provided that Assessments for Common Expenses shall not be due sooner than ten (10) days after the date of the Notice thereof. From time to time during the fiscal year, the Association may modify the Budget, and in accordance with any revised Budget or otherwise, the Association may change the amount, frequency and/or due dates of the current Assessment for Common Expenses, and thereupon the Association shall

provide a Notice to the Owners thereof. If the amount required for Common Expenses exceeds the Budget or otherwise exceeds the amounts generated by the Association from the current Assessment for Common Expenses, the Association may make Special Assessments for Common Expenses (the "Special Assessments"). Special Assessments may include but need not be limited to Assessments to overcome existing deficits of the Association, Assessments to meet any anticipated deficit of the Association, or Assessments for any additions, alterations, or improvements to any Common Area or Common Use Area or Assessments for any other purpose as may be deemed appropriate by the Association. Special Assessments shall be levied upon the Owners in the same manner as hereinbefore provided for Assessments of Common Expenses and shall be payable in one lump sum or as otherwise determined by the Association in the exercise of the sole and absolute discretion of the Association. Likewise, a Notice relating to the amount of any Special Assessment along with the due date thereof shall be provided to each Owner. In the event any Assessments for Common Expenses are made payable in periodic payments, such periodic payments shall automatically continue to be due and payable by those Owners obligated hereunder to pay such Assessments in the same amount and frequency unless the Notice specifically provides a date when the periodic payments will terminate, provides that the periodic payments will change upon the occurrence of a specified event or date or the Association provides a subsequent Notice to the Owners relating to a change in the amount and/or frequency of such periodic payments.

(4) Reserve Funding. The Association may establish reserves and use funds otherwise allocated for such reserves or for any other item to pay the Common Expenses incurred by the Association.

5. Limitation of Common Expenses. Notwithstanding the foregoing to the contrary, the following shall apply:

- A. The Homes Association shall not assess or charge the Townhouse Lots for any expenses or costs relating to maintenance or insurance of any improvements on the non-Townhouse Lots and Units nor for the enforcement of the Declaration against the owners, occupants or guests of non-Townhouse Lots and Units. The foregoing shall be paid only by the owners of the non-Townhouse Lots.
- B. The Townhouse Association shall not assess or charge the non-Townhouse Lots for any expenses or costs relating to maintenance or insurance of any improvements on the Townhouse Lots and Units nor for the enforcement of this Declaration against owners, occupants or guests of Townhouse Lots and Units. The foregoing shall be paid only by the owners of the Townhouse Lots.
- C. When the Homes Association adopts its annual budget, the annual budget shall separately depict Common Expenses for which all Owners of both Townhouse and non-Townhouse Lots shall share.
- D. Except as otherwise provided in this subsection 5, all Common Expenses shall be assessed to all Owners of both Townhouse and non-Townhouse Lots.

6. **Assessment Obligations.** The Developer and its Lots shall be excused from having to pay for operating expenses and assessments related to its Lots for the following time period, with the obligation of the Developer limited to the payment of operating expenses incurred by either Association that exceed the assessments receivable from other members and other income of the particular Association: Until the Developer relinquishes control of the Board of Directors of the particular Association, or sooner if the Developer forwards to the particular Association written intention to terminate the foregoing; after which time the Developer shall pay assessments like any other Owner. For purposes of this subsection 6, the term "operating expenses" shall exclude capital expenditures, reserves and depreciation, and the Developer shall have the right to apply any surplus from any previous year to any subsequent year before having to fund the deficit hereunder. Also for the purpose of this subsection 6, the term "other income" shall include but not be limited to, capital contributions, if any, interest, fines, late fees and other fees collected by the particular Association.

### ARTICLE X – INSURANCE

The following shall apply to the Homes Association only:

1. **Insurance.** All insurance carried by the Association upon the Common Areas, any Common Use Areas, any Improvements owned by the Association and/or the CDD and any personal property owned by the Association and/or the CDD shall be governed by the following provisions.

(a) **Purchase, Custody and Payment of Policies.**

- (1) **Purchase.** All insurance policies covering the Common Areas, the Common Use Areas, any Improvements owned by the Association, and any personal property owned by the Association shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida.
- (2) **Named Insured.** The named insured on all insurance policies owned by the Association shall be the Association.
- (3) **Custody of Policies and Payment of Proceeds.** All insurance policies and endorsements thereto owned by the Association shall be held by the Association. All policies shall provide that payments for losses made by the insurer on account of an insured casualty to any portion of the Common Areas, the Common Use Areas, the Improvements constructed thereon and the personal property of the Association shall be paid to the Association.
- (4) **Deductions.** Any deductible or exclusion under any insurance policy owned by the Association shall be a Common Expense, and shall not exceed such amount as may be determined by the Association in the

exercise of the sole and absolute discretion of the Association.

(b) Coverage. The Association may, in the exercise of the sole and absolute discretion of the Association, obtain the following insurance coverages:

- (1) Casualty. Insurance upon all Common Areas, the Improvements constructed thereon and the personal property of the Association against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and against such other risks normally covered by a standard "All Risk" endorsement, where available, in an amount equal to one hundred percent (100%) of the then current replacement cost thereof, excluding therefrom items normally excluded from coverage, as may be determined annually by the Association. Prior to obtaining any casualty insurance or renewal thereof, the Association shall use its best efforts to determine such full replacement cost of the Common Areas, the Improvements constructed thereon and all personal property of the Association, without deduction for depreciation.
- (2) Liability. Comprehensive general liability insurance insuring the Association against loss or damage resulting from accidents or occurrences on, about or in connection with the Subject Property, or any work, matters or things related to the Subject Property or this Declaration with such coverage as may be determined by the Association in the exercise of the sole and absolute discretion of the Association.
- (3) Worker's Compensation. As determined by the Association in the exercise of the sole and absolute discretion of the Association, Worker's Compensation insurance with such limits and specifications as shall be mandated by applicable law.
- (4) Fidelity Bonds. As determined by the Association, in the exercise of the sole and absolute discretion of the Association, blanket fidelity bonds for all officers, directors, trustees, and employees of the Association and all other persons handling or responsible for funds of or administered by the Association with such coverage and limits as so determined by the Association.
- (5) Flood Insurance. As determined by the Association, in the exercise of the sole and absolute discretion of the Association, flood insurance upon all Common Areas, the Improvements constructed thereon and the personal property of the Association in an amount equal to one hundred percent (100%) of the then current replacement cost thereof, excluding therefrom items normally excluded from coverage, as determined annually by the

Association, provided that such coverage shall be limited to the maximum amount of coverage available from applicable and available governmental flood insurance programs.

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(6) Directors' and Officers' Liability Insurance. As determined by the Association, in the exercise of the sole and absolute discretion of the Association, liability insurance upon all directors' and officers' of the Association with such coverage and limits as may be so determined by the Association.

(7) Such Other Insurance. As determined by the Association, in the exercise of the sole and absolute discretion of the Association, such other insurance as may be determined appropriate by the Association from time to time or as is customarily obtained with respect to Common Areas, Improvements constructed thereon or the personal property of an Association. Such other insurance may include but shall not be limited to comprehensive owned and non-owned automobile liability insurance.

(c) Policy Provisions. As determined by the Association, in the exercise of the sole and absolute discretion of the Association, when appropriate and obtainable, each of the foregoing policies may waive the insurer's right to subrogation against the Association and against the Owners individually and as a group, waive any pro rata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk, shall not avoid liability for a loss that was caused by an act of one or more of the directors or officers of the Association or by one or more Owner(s), and shall provide that such policies may not be cancelled or substantially modified (except for increases in coverage for limits of liability) without at least ten (10) days prior written notice to the Association and other insured thereunder.

(d) Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that any increase in any insurance premium occasioned any particular Owner, by a resident of any Unit or by a member of the family, the guests or the invitees of an Owner or resident of a Unit shall be assessed against and paid by the Owner responsible for same or such parties.

(e) Insurance Trustee. The Association may, in the exercise of the sole and absolute discretion of the Association, name an authorized representative of the Association who may be granted the exclusive authority to negotiate payment of losses under policies of insurance maintained by the Association.

(f) Distribution of Proceeds. If the damage for which insurance proceeds are paid is to be repaired or reconstructed, then such proceeds shall be utilized to defray the cost thereof, and if the damage for which insurance proceeds are paid is not to be repaired or replaced then such proceeds shall be retained by the Association.

(g) Inspection of Insurance Policies. A copy of each insurance policy owned the Association shall be made available for inspection and copying by any Owner or Institutional Lender at the office of the Association at reasonable times.

2. Reconstruction or Repair After Casualty.

(a) Determination to Reconstruct or Repair. If all or any part of the Common Areas, the Improvements constructed thereon and the personal property of the Association is damaged or destroyed by casualty or otherwise such damage shall be reconstructed or repaired as the case may be, unless two-thirds (2/3) of the Owners vote to the contrary.

(b) Plans and Specifications. Unless two-thirds (2/3) of the Owners vote to the contrary, any reconstruction, repair or replacement of the Common Areas, the Improvements constructed thereon and the personal property of the Association must be undertaken substantially in conformity with the original plans and specifications for such damaged Common Area, Improvement constructed thereon and/or the personal property of the Association, provided that all such reconstruction or repair must be undertaken in accordance with the then existing requirements of the applicable governmental authorities and pursuant to appropriate construction permits.

(c) Estimates of Cost. As soon as reasonably practicable after the occurrence of a casualty to the Common Areas, the Improvements constructed thereon or the personal property of the Association, the Association shall obtain reliable and detailed estimates of the costs to reconstruct or repair same from one or more reliable licensed contractors.

(d) Assessments. If it appears to the Association that the proceeds of insurance will not be sufficient to defray the estimated cost to the Association of reconstruction and repair of the damaged Common Areas, the damaged Improvements constructed thereon or the damaged personal property of the Association, or if at any time during or after the reconstruction and repair of same the funds available to the Association for the payment of the such costs are insufficient, the Association may make Assessments upon the Owners in amounts sufficient to provide the funds necessary to pay all of such costs. Such Assessments shall be levied against Owners as a special assessment.

**ARTICLE XI – ESTABLISHMENT AND ENFORCEMENT OF LIENS**

1. All assessments for Association Expenses, including special and individual assessments for same, and all installments thereof, (collectively, the "assessments") with interest thereon and costs of collection, including reasonable attorneys' fees at trial level, appellate level or otherwise, are hereby declared to be a charge and a continuing lien upon the Lot against which such assessments are made. Each assessment against a Lot, together with such interest thereon at the highest rate allowed by law and costs of collection thereof, including attorneys' fees, shall be the personal obligation of the person, persons or entity owing the Lot assessed. Said lien shall be effective only from and after the time of recordation amongst the Public Record, of Palm Beach County Florida, of a written, acknowledged Claim of Lien by the

Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by the lien and costs and fees accrued, the party making payment shall be entitled to a recordable Satisfaction of Lien. When any first mortgagee obtains title to a Lot as a result of a foreclosure of mortgage, or deed (or assignment) is given in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of assessments pertaining to such Lot or chargeable to the former owner which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu of foreclosure, unless such share is secured by a Claim of Lien. Any unpaid share of assessments for which a Claim of Lien has not been recorded prior to the recording of the foreclosed mortgage or deed given in lieu of foreclosure shall be deemed to be assessments collectable from all Lots, as the necessity may arise in the discretion of the Board.

2. In the event any owners shall fail to pay assessments or any installment thereof charged to his Lot after the same becomes due, the Association, through its Board, shall have all of the following remedies to the extent permitted by law:

- A. If any Owner is in default of payment of any Assessment for more than thirty (30) days after the due date thereof, the Association shall have the right to require such defaulting Owner to immediately pay to the Association the anticipated amount of Assessments for the next twelve (12) month period (the "Accelerated Assessments"). The Association shall provide an affected Owner with written notice of the Accelerated Assessments (an "Acceleration Notice"), and such Accelerated Assessments shall be due to the Association within ten (10) days after the date of the Acceleration Notice. In the event such affected Owner fails to timely pay to the Association the amount of the Accelerated Assessments the Association shall be entitled to charge interest on the unpaid amount of the Accelerated Assessments at the highest rate permitted by law from the due date thereof until paid. Notwithstanding a requirement that an affected Owner pay the Accelerated Assessments, such affected Owner shall continue to be liable for any difference between the actual amount of Assessments and the amount of the Accelerated Assessments, for all special Assessments and for all other Assessments payable by an Owner to the Association.
- B. To advance on behalf of said owner, funds to accomplish the needs of the Association and the amount or amounts of money so advanced, including reasonable attorneys' fees and expenses which might have been reasonably incurred because of or in connection with such advance, including costs and expenses of the Association if it must borrow to pay expenses because of said owner, together with interest at the highest rate allowable by law, may thereupon be collected or enforced by the Association and such advance or loan by the Association shall not waive the default.
- C. To file an action in equity or law to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in a like manner as the foreclosure of a mortgage on real property. The applicable Owner shall be liable to the Association for all costs and expenses incurred by the Association in

connection with the collection of any unpaid Assessments, the costs of filing, enforcing and foreclosing the lien of the Association, including reasonable attorneys' fees, whether or not incurred in legal proceedings, and all sums paid by the Association in order to preserve and protect the lien of the Association. The Association is authorized to settle and compromise the lien of the Association in such manner as the Association deems appropriate in the exercise of the sole and absolute discretion of the Association.

To file an action at law to collect said assessments, plus interest at the highest rate allowable by law plus court costs and attorneys' fees, without waiving any lien rights and/or rights of foreclosure by the Association.

- E. Late Fees and Interest. If any Assessment is not paid within ten (10) days after the due date thereof, or if any check for payment of any Assessment is dishonored, the Association shall have the right to charge the applicable Owner a monthly late fee equal to such amount as the Board, in its sole discretion, may from time to time determine, plus interest on the unpaid amount of the Assessment from the due date until paid at the then highest rate of interest allowable by law.
- F. Lien for Assessments. The Association shall have a lien on each Lot for unpaid Assessments owed to the Association by the Owner of such Lot which lien shall include all amounts for late fees, for interest, for reasonable attorneys' fees incurred by the Association incident to the collection of any Assessment and incident to enforcement of any lien (whether legal proceedings be filed or otherwise) and for all sums advanced and paid by the Association for and on behalf of an Owner in order to preserve and protect the lien of the Association, which advances may include but may not be limited to the payment of taxes, payments on account of superior mortgages and payments relating to liens or other encumbrances. The lien of the Association shall be effective from and after recording a claim of lien in the public records of the county in which the Lot is located and shall state the description of the Lot, the name of the record Owner thereof and the amount due as of the date of recording of the claim of lien. The lien shall remain in effect until all sums secured by such lien have been fully paid or until the lien is bared by law. Any claim of lien must be signed and acknowledged by an officer or agent of the Association, and upon payment in full of all sums secured by the lien, the Association shall provide a satisfaction of the lien in recordable form.
- G. Rental and Receiver. If an Owner remains in possession of such Owner's Unit and the claim of lien of the Association against such Owner's Lot is foreclosed, the court, in its discretion, may require the Owner to pay a reasonable rental for the Unit, and the Association is entitled to the appointment of a receiver to collect the rent.
- H. Subordination of Lien. The lien for Assessments as provided for herein shall be subordinate and inferior to the mortgage lien of any Institutional Lender whose mortgage is filed prior in time to the Association's lien. Sale or transfer of a Lot shall not affect the



validity of any lien for Assessments. A mortgagee in possession, a receiver (except if a receiver is appointed on petition of the Association), a purchaser at a foreclosure sale, and all persons claiming by, through or under such purchaser or mortgagee shall hold title subject to the liability and lien of any Assessment becoming due after such foreclosure. Any unpaid Assessments or other amount payable as Common Expenses which can not be collected as a result of the provisions of this paragraph shall be deemed to be an Assessment divided equally among, payable by and assessed against all Lots including the Lot as to which the foreclosure took place.

- I. Assignment of Claim and Lien Rights. The Association shall have the right to assign the claim and lien rights for the recovery of any unpaid Assessment belonging to the Association as well as any claim and lien right for any other money owned to the Association, to any third party.
- J. Unpaid Assessments Certificate. Within fifteen (15) days after written request by any Owner or any Institutional Lender holding or making a mortgage encumbering any Lot, the Association shall provide the Owner or Institutional Lender with a written certificate indicating the status of the Owner of the Lot with respect to the payment of Assessments and with respect to compliance by such Owner with the terms and provisions of this Declaration. Any Party purchasing any Lot or any Institutional Lender making a mortgage loan upon any Lot shall be entitled to rely upon such written certificate.
- K. Application of Payments. All payments made to the Association by any Owner shall, as to the account of such Owner, first be applied by the Association toward any sums paid by the Association in order to preserve and protect lien of the Association, then such payments shall be applied toward reasonable attorneys' fees incurred by the Association incidental to the collection and enforcement actions of the Association, then such payments shall be applied toward interest and other charges due on account of any unpaid Assessments or other moneys due to the Association; and then such payments shall be applied toward any unpaid Assessments owned to the Association, in the inverse order that such Assessments were due.
- L. Discount for Early Payment of Assessment. The Association may, in the exercise of the sole and absolute discretion of the Association, offer a discount to Owners for early payment of Assessments.

## ARTICLE XII – ENFORCEMENT OF DECLARATION

### Non-Monetary Violations:

- 1. Action of the Association. In the event of a violation by any Owner or any resident of a Unit, or their respective guests or invitees, of any of the provisions of this Declaration (other than the failure to pay any Assessment or other money due to the Association) the Association shall notice the Owner or

any resident of a Unit, or their respective guests or invitees of the violation in writing. If such violation is not cured as soon as practicable, but in any event within fourteen (14) days after such written notice, or if the violation is not capable of being cured within such fourteen (14) day period, if the Owner or tenant fails to commence and diligently proceed to completely cure such violation as soon as practicable after written notice by the Association, the Association may, as determined by the Association in the exercise of the sole and absolute discretion of the Association, levy a fine against the Owner in the manner provided in herein; and/or may commence an action to enforce performance on the part of the Owner or any resident of a Unit, or their respective guests or invitees, for such equitable relief as may be necessary under the circumstances, including but not limited to injunctive relief without the necessity of posting a bond therefor, and/or may commence an action to recover damages, and/or may take any and all actions deemed reasonably necessary to correct such failure, which may include by way of example but not as a limitation, the removal of any addition, alteration or change to any Improvement which has been undertaken without the prior approval of the Association or performing on behalf of an Owner any maintenance obligation which such Owner has failed to perform pursuant to the requirements this Declaration.

(2) Expenses. All expenses incurred by the Association in connection with the correction of any such non-monetary violation, plus a service charge of twenty percent (20%) of all such expenses, plus interest on all sum advance by the Association, plus the costs of any legal proceedings to enforce correction of any such non-monetary violation, including reasonable attorneys' fees whether or not suit is instituted, shall be an Assessment against the violating Owner. Such Assessment shall be due from such violating Owner upon written demand by the Association and the Association shall have a lien for any such Assessment which lien of the Association shall be effective from and after recording a claim of lien in the public records of Palm Beach County, Florida. The Association may take such action to collect such Assessment or foreclose said lien in the same manner as otherwise provided for herein.

(3) Fines. The Association shall have the right to levy fines for any violation of this Declaration or of any rules and regulations adopted by the Association by an Owner or a tenant or other resident of the Unit (a "Violating Party") in an amount as determined by the Association in the exercise of the sole and absolute discretion of the Association, provided that such fines shall not exceed any limitations created by Florida Statutes. Notwithstanding the foregoing, if any violation of this Declaration or of any rules and regulations adopted by the Association is of a continuing nature (a "Continuing Violation"), and if a Violating Party fails to cure any such Continuing Violation within fourteen (14) days after written notice of such Continuing Violation, or if such Continuing Violation is not capable of being cured within such fourteen (14) day period, if a Violating Party fails to commence action reasonably necessary to cure the Continuing Violation within such fourteen (14) day period or shall thereafter fail to diligently proceed to cure the Continuing Violation as soon as is practical, each day of a Continuing Violation shall be considered a separate violation and a fine may be imposed until the Continuing Violation is cured in an amount not to exceed the maximum daily amount permitted pursuant to applicable law, without any limit as to the aggregate amount of such fine. Likewise, if any violation of this Declaration or of any rules and regulations adopted by the Association is of a recurring nature (i.e.- such violation is the same or substantially similar to a violation for which written notice of such violation has been previously provided a "Recurring Violation") each day of a Recurring Violation shall be considered a separate violation and a fine may be imposed until the Recurring Violation is cured in an amount not to exceed the maximum daily amount permitted pursuant

to applicable law, without any limit as to the aggregate amount of such fine. Prior to imposing any fine the Association shall conduct a hearing (the "Fine Hearing") and the Association shall provide the Violating Party with notice of the date of the Fine Hearing (the "Fine Hearing Notice"), provided that only one (1) hearing shall be required as to any Continuing Violation or Recurring Violation. The Fine Hearing shall be conducted by a committee appointed by the Board and consisting of such parties as permitted pursuant to applicable law (the "Hearing Committee"), and the Fine Hearing shall not take place on a date which is earlier than fourteen (14) days after the date of the Fine Hearing Notice. The Fine Hearing Notice shall contain a statement of the date, time and place of the Fine Hearing and a statement of the matters asserted by the Association which have caused the alleged violations of specified provisions of the Declaration, Bylaws or rules and regulations. At the Fine Hearing the Hearing Committee shall conduct a reasonable inquiry to determine whether the alleged violation occurred, and the Violating Party shall have an opportunity to respond to the matters set forth in the Hearing Notice, to present evidence, to provide written an oral argument on all issues involved and to review, challenge and respond to any material considered by the Hearing Committee. If the Violating Party fails to attend the Fine Hearing the Violating Party shall be deemed to have admitted the allegations contained in the Hearing Notice. At the conclusion of the Fine Hearing the Hearing Committee may impose such fines as it deems appropriate, and in the event the Violating Party has not appeared at the Fine Hearing the Hearing Committee shall provide written notice (the "Fine Hearing Result Notice") to the Violating Party of the results of the Fine Hearing, including the amount of any fine imposed. Any fine imposed by the Hearing Committee shall be due and payable within ten (10) days after the date of the Fine Hearing, or in the event the Violating Party does not attend the Fine Hearing, ten (10) days after the date of the Fine Hearing Result Notice. Any fine levied by the Hearing Committee shall be deemed an Assessment, and if not paid when due all of the provisions of this Declaration relating to the rights of the Association as to late payment of Assessments shall be applicable to any unpaid fine. In addition to the foregoing, the Association may suspend, for a reasonable period of time, the rights of a member or members tenants, guests and/or invitees, to use common areas and facilities, but shall not have the right to impair the right of an owner or tenant of a lot to have vehicular and pedestrian ingress to and egress from the lot, including but not limited to, the right to park; the foregoing right of the Association to suspend use rights is subject to the same procedures set forth with respect to fines in this subsection.

4. Liability of an Owner for Occupants, Tenants, Guests and Invitees. Unless otherwise provided by law, each Owner shall be liable for the acts and omissions, whether negligent or willful, of such Owner, any person residing in such Owner's Unit, including but not limited to tenants of such Owner and for all guests and invitees of an Owner or of any such resident of such Owner's Unit. Such liability shall include, but shall not be limited to, any liability occasioned by the Association, any increase in the cost to the Association of any insurance maintained by Association and any cost to the Association occasioned by use, misuse, occupancy or abandonment by an Owner, any person residing in such Owner's Unit, including but not limited to tenants of such Owner and for all guests and invitees of an Owner or of any such resident of such Owner's Unit of any Lot, Unit, Common Area or Common Use Area. Any liability determined pursuant to this paragraph shall be deemed an Assessment, and if not paid when due all of the provisions of this Declaration relating to the rights of the Association as to late payment of Assessments shall be applicable to any unpaid amount of such determined liability. Furthermore, any violation of any of the provisions of this Declaration, of the Articles or of the Bylaws or rules and regulations by any person

residing in such Owner's Unit, including but not limited to tenants of such Owner and all guests and invitees of an Owner or of any such resident of such Owner's Unit shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if such violation was that of the Owner.

5. Right of Association to Evict Tenants, Occupants, Guests and Invitees. With respect to any resident of any Unit, including but not limited to tenants of such Owner or any guest and invitees of an Owner or of any such resident of such Owner's Unit, other than an Owner and the members of such Owner's immediate family permanently residing with such Owner in a Unit, if any such person shall materially violate any provision of this Declaration, the Articles, or the Bylaws, or rules and regulations, or shall willfully or through gross negligence damage or destroy any Common Areas, Common Use Areas or personal property of the Association, then upon written notice by the Association to such person, such person shall be required to immediately leave the Subject Property, and if such person does not do so, the Association shall be authorized to commence an action to evict such person or to compel such person to leave the Subject Property and, where necessary, to enjoin such party from returning to the Subject Property. The expense of any such action, including attorneys' fees incurred by the Association, shall be deemed an Assessment against the applicable Owner, and if not paid when due all of the provisions of this Declaration relating to the rights of the Association as to late payment of Assessments shall be applicable to any unpaid amount of such expense. The foregoing right of assessment shall be in addition to any other remedy available to the Association.

6. No Waiver. The failure of the Association to enforce any right, provision, covenant, or condition which may be granted by this Declaration, the Articles, or the Bylaws, shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant, or condition in the future.

7. Rights Cumulative. All rights, remedies and privileges granted to the Association pursuant to any of the terms, provisions, covenants or conditions of this Declaration, the Articles or the Bylaws, shall be deemed to be cumulative, and the exercise of any one or more of same shall neither be deemed to constitute an election of remedies, nor shall it preclude the Association from exercising any additional remedies, rights or privileges as may be granted to the Association or as the Association might have by applicable law.

8. Enforcement By or Against Other Parties. Notwithstanding anything herein contained, the non-monetary provisions of this Declaration may be enforced by the Association, by any proceeding at law or in equity, against any Party violating or attempting to violate any provision hereof, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created hereby. The expense of any litigation to enforce a non-monetary violation, including attorneys' fees, shall be borne by the Party against whom enforcement is sought, provided such proceeding results in a finding that such Party was in violation of this Declaration. In addition to the foregoing, any Owner shall have the right to bring an action to enforce this Declaration against any Party violating or attempting to violate any provision hereof, to restrain such violation or to require compliance with the provisions contained herein, but no Owner shall be entitled to recover damages or shall have the right to enforce any lien created hereby, and the prevailing party in any such action brought by any such Owner shall be entitled to recover reasonable attorneys' fees.

9. Notwithstanding any provision in this Article XII to the contrary, enforcement of this Declaration shall be limited as follows:
- A. Enforcement of non-monetary defaults against the Owners, occupants or guests of Townhouse Lots and Units shall be exercised only by the Townhouse Association and its owners and occupants.
  - B. Enforcement of non-monetary defaults against the Owners, occupants or guests of non-Townhouse Lots and Units shall be exercised only by the Homes Association and its owners and occupants.
  - C. Enforcement of monetary defaults shall be exercised only by the particular Association to whom the monetary sum is due.

#### ARTICLE XIII - AMENDMENTS

1. This Declaration may be amended only by consent of fifty-one percent (51%) of all lot owners, with each but having only one consent.
2. Notwithstanding the foregoing, no amendment shall be permitted which shall, in any material and adverse way, impair or prejudice the rights or priorities of the Developer, any Owner or any institutional mortgagee under this Declaration without the specific written approval of the Developer, the Owner or institutional mortgagee affected thereby.
3. This Declaration may be amended solely by the Association if such amendment is required by law or any controlling governmental authority and provided that the Association determines the amendment does not materially and adversely affect the Owners.
4. An amendment to the Declaration shall become effective upon its recordation amongst the Public Records of Palm Beach County, Florida.
5. Vested Rights. To the extent that any Party may be deemed to have any vested rights (the "Rights") pursuant to the terms of this Declaration, any amendment to this Declaration shall be superior to and take precedence over any such Rights and may be undertaken without any consideration of such Rights. Additionally, any amendment to this Declaration may be undertaken without the requirement of the joinder by any Party claiming to have such Rights.

Exceptions. No amendment to this Declaration that discriminates against any Owner or class or group of Owners shall be permitted unless the Owners so affected join in the execution of the amendment. To the extent that any amendment discriminates against the Townhouse Lots and Units as a group or class, then 51% of all Townhouse Lot owners must also consent (with each Lot having only one consent). To the extent that any

amendment discriminates against the non-Townhouse Lots and Units as a group or class, then 51% of all non-Townhouse Lot owners must also consent (with each Lot having only one consent). No amendment to this Declaration that changes the number of votes granted to any Owner or that increases any Owner's proportionate share of the Common Expenses shall be permitted unless the Owners affected by such amendment join in the execution of the amendment. No amendment to this Declaration that may prejudice or impair the priorities of Institutional Lenders granted hereunder shall be permitted unless all Institutional Lenders so affected by such amendment join in the execution of the amendment.

6. **Consent of Institutional Lenders.** Whenever the consent or approval of any, all or a specified percentage or portion of the Institutional Lenders is required by this Declaration, the Articles, the Bylaws, or any applicable statute or law, to amend this Declaration, the Articles, or the Bylaws, or to authorize any action of the Association, or to authorize any other matter relating to the Subject Property, the Association may request such consent or approval of such Institutional Lenders by written request sent by certified mail, return receipt requested (or equivalent delivery evidencing that such request was delivered to and received by such Institutional Lenders). Any Institutional Lender receiving any such request shall be required to consent to or disapprove the matter for which the consent or approval is requested, in writing, by certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by the Association) within thirty (30) days after the Institutional Lender receives such request from the Association, and if such response is not timely received by the Association the Institutional Lender shall be deemed to have consented to and approved the matter for which such approval or consent was requested. Any consent or approval given by an Institutional Lender or deemed to have been given by an Institutional Lender may be evidenced by an affidavit signed by all of the Board of the Association and such affidavit, if necessary, may be recorded in the public records of the county where the Subject Property is located. Such affidavit if so recorded shall be conclusive evidence that the applicable consent or approval was given by Institutional Lenders as to the matters set forth in such affidavit.

#### ARTICLE XIV - CONVEYANCES

In order to assure a community of congenial residents and thus protect the value of the homes in Victoria Woods, and to maintain a quiet, tranquil, nontransient, and single-family oriented atmosphere with the residents living in compatible coexistence with other financially responsible persons who are of like mind and acceptable both in character and comportment. This objective is considered to be both important and justified because of the necessity of sharing facilities and because of the large personal financial investment of each owner. Therefore, the sale, lease, conveyance, disposal, and financing of the Units by Owners shall be subject to the following provisions:

1. **ASSOCIATION APPROVAL REQUIRED.** The Owner shall notify the Association in writing of his intention to sell or lease give or otherwise transfer his Unit and furnish with such notification, a copy of the contract for sale or lease, whichever is applicable, together with such other information, documents and/or fees as are required hereby. No owner may sell, lease, give, or otherwise transfer ownership of a

Unit or any interest therein in any manner without the prior written approval of the Association. The approval shall be a written instrument in recordable form (except for leases) which shall include, without limitation, the nature of the transfer (sale, lease, etc.), the parties to the transaction (sellers, purchasers, etc.), and the legal description or address. The approval must be recorded simultaneously in Palm Beach County, Florida, Public Records with the deed or other instrument transferring title to the unit.

Any and all lease agreements between an owner and a lessee of such owner, shall be in writing shall provide for a term of not less than ninety (90) days, and must provide that the lessee shall be subject, in all respects, to the terms and provisions of the Homeowners Documents, including all Rules and Regulations of the Association, and that any failure by the lessee under such lease agreement to comply with such terms and conditions shall be a material default and breach of the lease agreement. Further, every lease agreement shall provide that the Association and Board of Directors shall be authorized to act against a lessee to enforce compliance with the Homeowners' Documents, just as it could act against that lessee's owner, including but not limited to taking any necessary legal action. Unless provided to the contrary in a lease agreement, an Owner, by leasing his Unit, automatically delegates his right of use and enjoyment of the common areas and facilities to his lessee; and in so doing, said owner relinquishes said rights for the term of the lease agreement.

3. TRANSFERS OF INTERESTS.

- A. DEVISE OR INHERITANCE -- If any unit owner shall acquire title by devise or inheritance or in any other manner not heretofore considered, the continuance of ownership shall be subject to the approval of the Association. Such owner shall give the Association notice of the title acquisition together with such additional information concerning the Unit Owner as the Association may reasonably require, together with a copy of the instrument evidencing the Owner's title, and if such notice is not given, the Association, at any time after receiving knowledge of such transfer, may approve or disapprove the transfer of ownership.
- B. LEASES -- Approvals of leases need not be recorded. Only entire Units may be leased. All leases must provide, and if they do not shall be deemed to provide, the agreement of the lessee(s) to abide by all of the Homeowner Documents and that a violation of the documents is a material breach of the lease and is grounds for damages, termination, and eviction, and that the lessee and the Owner agree that the Association may proceed directly against such lessee(s) and that the lessee(s) and/or Owner shall be responsible for the Association's costs and expenses, including attorneys' fees, whether or not suit is filed, and at all trial and appellate levels. If such costs and fees are not immediately paid by the lessee(s), the unit owner shall pay them and such funds shall be secured as an assessment against the Owner and the Lot. The Association may file a lien to secure payment of any such assessment, and may foreclose said lien in the same manner as permitted hereunder for the foreclosure of other assessments. Each unit owner irrevocably appoints the Association as owner's agent authorized to bring actions in owner's name and at owner's expense including injunction, declaratory relief, damages, termination, and eviction.

- C. MULTIPLE OWNERS -- De facto time sharing of units is not permitted and approval will not be given for the sale of a Unit or an interest in a Unit to multiple persons (e.g., siblings or business associates), who may intend that they and their families would split occupancy of the unit into different time periods during the year.

4 APPROVAL PROCEDURE -- The approval of the Association shall be obtained as follows:

- A. WRITTEN NOTICE -- Not later than 15 days before the transfer of ownership occurs, or the first day of planned occupancy under a lease, legal written notice shall be given the Association by the Owner of intention to sell or transfer interest in any fashion. The notice shall include the name and address of the proposed acquirer and a correct and complete copy of the proposed documents to be executed to effectuate the transaction. The Association may require such other and further information as it deems reasonably necessary and may impose a transfer fee not to exceed \$100 or as permitted by law from time to time, whichever shall be higher.
- B. ASSOCIATION'S OPTIONS -- The Association must, within 15 days after receipt of all the information required above, either approve the transfer, disapprove it for cause, or, except in the case of disapproval for cause, on the written demand of the Owner, furnish an alternate purchaser it approves or the Association may itself elect to purchase, and the owner must sell to such alternate or to the Association on the same terms set forth in the proposal given the Association or the owner may withdraw the proposed sale. In exercising its power of disapproval the Association must act in a manner that is neither arbitrary nor unlawfully discriminatory and withhold approval only for a reason or reasons rationally related to the protection, preservation, and proper operation of the Association and the purposes as set forth at the beginning of this Article. If the Association fails or refuses within the allotted time to notify the Owner of either approval or disapproval in writing, or if it fails to provide an alternate purchaser or make an election to purchase the unit itself when required to do so, then the Association shall conclusively be presumed to have approved the transaction, and the Association shall, on demand, provide a recordable certificate of approval.
- C. CLOSING DATE -- The sale shall be closed within 60 days after an alternate purchaser has been furnished or the Association has elected to purchase.
- D. NOTICE OF DISAPPROVAL -- If the Association disapproves the proposed transaction (subject to the qualifications above), notice of disapproval shall promptly be sent in writing to the Owner, and the transaction shall not be made. The Association need not approve any sale, transfer, or lease until such time as all unpaid assessments and all court costs and attorneys' fees (if any) incurred by the Association and due and owing for the Unit have been paid, or until such time as any violation of any provision of the Declaration is corrected.



E. JUDICIAL SALES -- Judicial sales are exempt from this section.

5. UNAPPROVED TRANSACTIONS -- Any transaction that is not approved pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

#### ARTICLE XV - TERMINATION

1. This Declaration may be terminated upon the affirmative written consent of eighty percent (80%) of all lot Owners, and upon the affirmative written consent of all institutional mortgagees holding mortgages encumbering lots.

2. If this Declaration is terminated in accordance herewith, it is hereby declared by each and every owner of a Lot, that they covenant and agree that the termination documents shall require the following:

A. That all homes shall continue to be used solely as single family residences.

B. All common areas shall be owned and held in equal shares by the lot owners as tenants in common, and each lot owner shall remain obligated to pay his prorata share of expenses to continually maintain the common areas.

3. The lot owners and their grantees, successors and assigns by acquiring title to a lot, covenant and agree that no termination of this Declaration shall be made, for a period of twenty-five (25) years from the date of recordation of this Declaration. This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein shall run with and bind the subject property and inure to the benefit of the Association, the owners, institutional mortgagees and their respective legal representatives, heirs, successors and assigns for said period. After this period, the Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such twenty-five (25) year term or any such ten (10) year extension there is recorded amongst the Public Records of Palm Beach County, Florida, an instrument signed by at least eighty percent (80%) of all lot owners and all institutional mortgagees holding mortgages encumbering the lots agreeing to terminate this Declaration, upon which event this Declaration shall be terminated upon the expiration of twenty-five (25) years or the ten (10) year extension hereof during which the termination instrument is recorded.

4. If the Association is terminated, the property consisting of the surface water management system operated and maintained as a part of the common areas shall be conveyed to an appropriate agency of local government, and if not accepted thereby, then it must be conveyed to a non-profit corporation similar to the Association.

## ARTICLE XVI – MEMBERSHIP AND VOTING RIGHTS

1. The owner of the fee simple title of record of each Lot shall be a mandatory member of the Homes Association. The owner of the fee simple title of record of each Townhouse Lot shall be a mandatory member of the Townhouse Association.

2. Each Lot owner shall become a member of the Association upon acceptance of the instrument of conveyance to his Lot. As a member of the Association, the Owner shall be governed by this Declaration, the Articles of Incorporation and the By-Laws of the Association, and Rules and Regulations as they may be promulgated, amended and restated from time to time, and shall be entitled to one (1) vote for each Lot owned.

## ARTICLE XVII – MISCELLANEOUS

1. The failure of the Association, or any Owner to object to an Owner's or other persons' failure to comply with the governing documents or rules and regulations shall in no event be deemed a waiver of any right to object to same and to seek compliance there within accordance with the provisions herein.

2. Article and paragraph captions inserted throughout the Declaration are intended only as a matter of convenience and for reference only, and in no way shall such captions or headings define, limit or in any way affect any of the terms and provisions of this Declaration.

3. Whenever the context requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof and the singular form of any nouns or pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

4. In the event any one of the provisions, sentences, phrases, clauses and/or words shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions, sentences phrases, clauses and/or words hereof, which shall remain in full force and effect.

5. All first mortgagees, upon request, shall be entitled to written notification from the Association of (a) any default by an individual lot owner of any obligation hereunder not cured within sixty (60) days, (b) any condemnation loss or any casualty loss which affects a material portion of the plan of development or any lot encumbered by such mortgages, and (c) any cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

6. The Association is required to make available to Owners and to lenders, holders, insurers or guarantors of any first mortgage, current copies of the Declaration, Articles of Incorporation, By-Laws, Rules and Regulations and other such documents governing Victoria Woods or the Association, as well as the books, records and financial statements of the Association. "Available" shall be defined as obtainable for inspection, upon written request after reasonable notice, during normal business hours or under such

other reasonable circumstances. The Association may charge costs and fees associated therewith as the Board may, from time to time, determine, but in no event in excess of any required or permitted by Florida Statutes.

7. Any holder of a first mortgage shall be entitled, upon written request after reasonable notice, to a financial statement of the Association for the immediately preceding fiscal year.

8. In the event any action is brought against any Owner to enforce any of the covenants contained in this Declaration, or any of the other Homeowners' Documents of Victoria Woods, wherein attorneys' fees are incurred by the party seeking to enforce the covenant, whether such fees are as a result of litigation, or any other action taken by attorneys, then in that event, that Owner shall be required to reimburse the party seeking to enforce the covenants for all attorneys' fees and costs expended.

9. Conflict with Articles or Bylaws. In the event of any conflict between this Declaration, the Articles, and the Bylaws then this Declaration, the Articles, and the Bylaws, in that order, shall control.

10. Authority of Association and Delegation. Nothing contained in this Declaration shall be deemed to prohibit the Association from delegating to any one member of the Board, to any officer, to any committee or to any other person any power or right granted to the Association by this Declaration, including but not limited to the right to exercise architectural control and to approve any deviation from any use restriction, and the Association is expressly authorized to so delegate any power or right granted to the Association by this Declaration.

12. Rule Against Perpetuities. In the event any court shall hereafter determine that any provision included herein violates the rule against perpetuities, the period specified in this Declaration shall not thereby become invalid but instead such period shall be reduced to the maximum period allowed under such rule of law.

13. Developer Exemption. Anything in this Declaration to the contrary notwithstanding, so long as Developer owns, occupies or uses any portion of the Property, nothing herein shall be construed to prevent, limit, or impair Developer's right and ability to complete development of the property in any manner determined by Developer from time to time, including, but not limited to, Developer's right to operate and maintain models, gates, sales and leasing offices, construction activities, promotional activities and signs, banners and flags.

14. Assignability of Developer's Rights. The rights of Developer under this Declaration, the Articles and Bylaws, may be assigned any number of times, in whole or in any part, on an exclusive or non-exclusive basis by written instrument recorded in the public records of Palm Beach County. Any partial assignee shall not be deemed Developer, nor shall it be burdened by any of Developer's obligations arising under this Declaration, except as expressly and specifically assigned and assumed. No assignee shall have any liability for any acts of Developer any prior developer, prior to the effective date of assignment or transfer, unless such assignee is assigned and agrees to assume such liability.

15. The intention is that the provisions of this Declaration and any rules and regulations shall be enforced by the Homes Association against only non-Townhouse Lots and Units and the owners, occupants and guests, and that the provisions of this Declaration and any rules and regulations shall be enforced by the Townhouse Association against only Townhouse Lots and Units and their owners, occupants and guests. The Articles and By-Laws of the Homes Association shall apply only to owners of non-Townhouse Lots and Units. It is also the intention that the Townhouse Association shall separately budget for the maintenance, insurance and operation of the Townhouse Units and Lots, and operation of the Townhouse Association, for which only the owners of Townhouse Lots shall pay. It is further the intention that the Homes Association shall separately budget for the maintenance, insurance and operation of the non-Townhouse Units and Lots, and operation of the Homes Association, for which only the owners of non-Townhouse Lots shall pay. Finally, it is the intention that all Lots and Units shall share in the expenses not indicated above.

IN WITNESS WHEREOF, this Amended and Restated Declaration of Covenants and Restrictions of Victoria Woods has been signed by the Association, and by Wyndam Park, Inc., the successor Developer, as on the day and year first above set forth. Both the Association and Wyndam Park, Inc. have caused these presents to be executed in their respective names and their respective corporate seals to be hereunto affixed by their respective proper officers thereunto duly authorized.

VICTORIA WOODS HOMEOWNERS'S ASSOCIATION, INC., a Florida corporation

BY: Michael F. Aranda, Its President



STATE OF FLORIDA  
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared Michael F. Aranda and to me known or who provided \_\_\_\_\_ as identification, and who executed this Amended and Restated Declaration of Covenants and Restrictions for Victoria Woods, and they acknowledged before me that they executed same for the purposes therein expressed.

IN WITNESS WHEREOF, they have hereunto affixed their signatures, this 12<sup>th</sup> day of November, 2003.



Michelle L. Sides  
Notary Public  
My commission expires:  
(SEAL)

WYNDAM PARK, INC.  
a Florida corporation

BY: Michael F. Aranda, Its President



STATE OF FLORIDA  
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared Michael F. Aranda and to me known or who provided \_\_\_\_\_ as identification, and who executed this Amended and Restated Declaration of Covenants and Restrictions for Victoria Woods, and they acknowledged before me that they executed same for the purposes therein expressed.

IN WITNESS WHEREOF, they have hereunto affixed their signatures, this 12<sup>th</sup> day of November, 2003.



Michelle L. Sides  
Notary Public Michelle L. Sides  
My commission expires:  
(SEAL)

Notary Certified Copy

EXHIBIT A

Tracts, 21, 22, 23, 24, 25, 26, 27, and 28, Model Land Company's Subdivision of West half of Northwest Quarter of Section 11, Township 44 South, Range 42 East, according to the Plat thereof recorded in Plat Book 5, Page 76, Public Records of Palm Beach County, Florida.

Together with the East half of the Northwest Quarter of Model Land Company's Subdivision of Section 11, Township 44 South, Range 42 East, according to the Plat thereof recorded in Plat Book 5, Page 76, Public Records of Palm Beach County, Florida. Also known as Lots 1, 2, 3, 4, 5, 6, 7 and 8 of said Model Land Company's Subdivision.

All of the Above less and except the rights of way for Lake Worth Drainage District as follows:

- The North 70' for Lateral 6.
- The South 45' for Lateral 7.
- The West 20' of the East 60' for Canal E-3

The legal description in this Exhibit A includes Phases IIIB and IV of Victoria Woods, the legal descriptions for which follow.

PHASE IV

Lots 1 through 38, inclusive, Block 35, Lots 2 through 63, inclusive, Block 36, and Lots 1 through 12, inclusive, Block 37, PLAT FOUR OF VICTORIA WOODS P.U.D., according to the Plat thereof recorded in Plat Book 63, at Page 169, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PHASE IIIB

See the following page for this legal description.

Legal Description for Phase IIIB

EXHIBIT "A"

Legal Description.

A parcel of land lying in the Northwest quarter of Section 11, Township 44 South, Range 42 East, Palm Beach County, Florida, being a portion of Tracts 1, 3, 4, 5, 24, 23, all of Tract 2, together with that portion of that certain abandoned right-of-way lying between Tracts 21-24 and Tracts 1-8 of the plat of MODEL LAND CO. SUBDIVISION, of the W. 1/2 of Sec. 11, T. 44S., R. 42E., according to the plat thereof, recorded in Plat Book 5, page 76, of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

TRACT 2

Commence at the Northwest corner of the Northwest quarter of said Section 11; thence South 88°39'17" East, along the North line of said Section 11, a distance of 1109.33 feet to the Northeast corner of Plat One of Victoria Woods, as recorded in Plat Book 51, page 32 of the Public Records of Palm Beach County, Florida; thence South 01°20'43" West, along the East line of said Plat One of Victoria Woods, a distance of 70.00 feet to the point of intersection of said East line and the South line of the 70-foot easement of the Lake Worth Drainage District (L.W.D.D.) per Official Records Book (O.R.B.) 7144, page 1905 being the POINT of BEGINNING.

Thence South 88°39'17" East, departing said East line, along the South line of said 70-foot easement, a distance of 1533.55 feet to the point of intersection of said South line and the West line of the 40-foot easement of the L.W.D.D. per Deed Book 115, page 518; thence South 01°30'08" West, departing said South line, along the West line of said 40-foot easement, a distance of 1591.42 feet to the point of intersection of said West line and the North line of Plat Four of Victoria Woods, as recorded in Plat Book 65, Pages 169 through 171, of the Public Records of Palm Beach County, Florida; thence North 88°29'41" West, departing said West line, along the North line of said Plat Four of Victoria Woods, a distance of 283.97 feet; the following ten (10) courses along the West, North and East line of Plat Two of Victoria Woods, as recorded in Plat Book 53, Pages 83 through 85, of the Public Records of Palm Beach County, Florida; thence North 01°33'09" East, a distance of 335.29 feet; thence North 88°26'51" West, a distance of 355.00 feet; thence North 01°33'09" East, a distance of 290.00 feet (the next 5 courses being along the North Line of the Plat of VICTORIA WOODS PLAT IIIA, according to the Plat thereof as recorded in Plat Book 81, Pages 47 and 48 of the Public Records of Palm Beach County, Florida); thence North 88°26'51" West, a distance of 302.33 feet to the point of curvature of a curve to the right; thence Westerly and Southwesterly, along the arc of a curve concave Southerly, having a radius of 535.00 feet, through a central angle of 11°18'12" and an arc distance of 125.27 feet to the point of tangency; thence South 80°14'57" West, a distance of 146.84 feet to the point of curvature of a curve to the right; thence Southwesterly and Westerly, along the arc of a curve concave Northerly, having a radius of 265.00 feet, through a central angle of 11°18'12" and an arc distance of 52.29 feet to the point of tangency; thence North 88°26'51" West, a distance of 16.04 feet; thence North 01°33'09" East, a distance of 10.00 feet to the point of curvature of a curve to the left; thence Northwesterly, along the arc of a curve concave to the Southwest, having a radius of 286.00 feet, through a central angle of 54°12'26" and an arc distance of 270.58 feet to the point of tangency; the following four (4) courses along the Northeasterly line of said Plat One of Victoria Woods; thence North 52°39'17" West, on a radial line, a distance of 603.50 feet to a point on a curve; thence Northeasterly, on a curve concave to the Southeast, having a radius of 150.00 feet, through a central angle of 28°00'00" and an arc distance of 73.30 feet to point of tangency; thence North 65°20'44" East, a distance of 841.67 feet; thence North 01°20'43" East, a distance of 214.44 feet to the POINT of BEGINNING.

All of the above described lands contain 41.564 acres, more or less.

COPIED