

WOODBINE

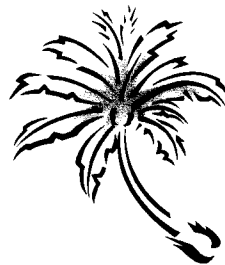
Disclosure Summary

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

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

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

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



WOODBINE MASTER ASSOCIATION, INC.

WOODBINE

DISCLOSURE SUMMARY BY SCHICKEDANZ BROS - RIVIERA LTD.

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

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

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

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

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

OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Proposed Buyer

Proposed Buyer

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

MAY-21-1994 2:50pm 94-178950
DWH 8271 Pa 9
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**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
WOODBINE**

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

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

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

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

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

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

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

**ARTICLE 2
PROPERTY SUBJECT TO DECLARATION**

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

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

Section 2.02. Property Subject to this Declaration.

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

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

Section 2.03. Adding Additional Parcels to Declaration.

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

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

Section 2.04. Initial Property. The land (real property) which initially shall be held, transferred, sold, conveyed, given, donated, leased and/or occupied subject to this Declaration is described in Section 2.02. The DECLARANT hereby reserves the right to review, modify, or amend the Development Plan from time to time in its sole discretion by adding real property or amending the size and description of the real property, increasing or decreasing density, relocating, and reducing or increasing lakes and open green areas. DECLARANT is not committed to any time schedule. DECLARANT is not obligated to add any future portions/parcels of real property within the 136.76, more or less, acres of Woodbine Residential Planned Unit Development Resolution to WOODBINE in addition to the parcels described hereinabove in Section 2.02. DECLARANT is not obligated to add any Parcels of the Plat of Woodbine to WOODBINE in addition to the Parcels described hereinabove in Section 2.02. The DECLARANT shall not be required to follow any predetermined order or sequence of improvement and development within Woodbine. The DECLARANT shall have the power to add to, subtract from or make changes in the Development Plan notwithstanding that such actions may alter the relative assessment obligations of the various types of memberships of the Master Association.

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

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

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

property provided that one of the following conditions is met:

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE 3
DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4 NON-VOTING MEMBERSHIP IN MASTER ASSOCIATION

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

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

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

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

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

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