

DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS
RESERVATIONS, SERVIDUTES AND EASEMENTS OF

WOODLAND CREEK DEVELOPMENT, A JOINT VENTURE
AS TO WOODLAND CREEK PLAT II.

AS RECORDED IN PLAT BOOK 45, PAGES 85 & 86

KNOW ALL MEN BY THESE PRESENTS, that Woodland Creek Development, a Joint Venture between G & H Development, Inc. and Hickman and Sons, Inc., both Florida corporations, hereinafter referred to as Declarant, is the owner of that certain parcel of property described more fully on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Declarant is desirous of submitting the said parcel of land to the Declaration of Protective Covenants, Restrictions, Reservations, Servitudes and Easements as set forth in that certain instrument executed September 30, 1981, and recorded on December 2, 1981, in the Official Records of Palm Beach County, Florida, under Clerk's File Number 81-203718; and recorded in Official Records Book 3635, at Page 1470, of the Public Records of Palm Beach County, Florida; and

WHEREAS, Declarant intends to plat the subject lands to be known as Woodland Creek, Plat II; and

WHEREAS, the said land is part of the original scheme of development as set forth in the original Declaration referred to hereinabove;

NOW, THEREFORE, Woodland Creek Development, a Joint Venture, hereby declares that the real property set forth on Exhibit "A" attached hereto is and shall be held, transferred, sold, conveyed, used and occupied subject to the prospective covenants, restrictions, reservations, servitudes and easements referred to in the aforesaid Declaration as fully as if the said land had been described in the said original Declaration.

IN WITNESS WHEREOF, Declarant has executed this instrument this 14th day of February 1983.

Signed, sealed and delivered
in the presence of:

Carrie A. Austin

John N. Byrnes

WOODLAND CREEK DEVELOPMENT,
A JOINT VENTURE
G & H DEVELOPMENT, INC.,
MANAGING PARTNER

By W. David Galione pres.
W. David Galione, President

ATTEST: Dorinda Galione
Secretary

Prepared by and return to:

/Robert W. Crawford, Esq.
1215 East Broward Boulevard
Fort Lauderdale, FL 33301

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STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me, the undersigned, personally appeared W. David Galione, President of G & H Development, Inc., to me well known and known to be the person described in and who executed the foregoing as such officer, and acknowledged before me that he executed the same freely and voluntarily on behalf of said corporation for the purposes therein expressed and that he affixed thereto the official seal of said corporation, all under authority vested in said officer by the Board of Directors of said corporation.

WITNESS my hand and official seal this 14th day of Feb.



Mark R. Matthews

My commission expires:
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 29, 1984
BONDED THROUGH EUROSEKASHION, INC

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EXHIBIT "A"

A parcel of land in Government Lot 3, Tract 40 of the subdivision of the District between Townships 44 and 45 South, Range 42 East, Palm Beach County, Florida; said parcel being specifically described as follows:

FROM THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 3, BEAR SOUTH 89°-18'-58" WEST, ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 439.15 FEET TO THE POINT OF BEGINNING.

YMS

THENCE, CONTINUE SOUTH 89°-18'-58" WEST, ALONG THE SAID SOUTH LINE, A DISTANCE OF 502.87 FEET;
 THENCE, NORTH 00°-41'-02" WEST, A DISTANCE OF 25.00 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHWEST; SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 135°-10'-16" AND A CHORD BEARING OF NORTH 21°-43'-50" EAST;
 THENCE, NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 117.96 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT; SAID CURVE HAVING A RADIUS OF 663.30 FEET, A CENTRAL ANGLE OF 47°-19'-27" AND A CHORD BEARING OF NORTH 22°-11'-34" WEST;
 THENCE, NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 547.85 FEET TO THE POINT OF TANGENCY;
 THENCE, NORTH 01°-28'-09" EAST, A DISTANCE OF 318.30 FEET;
 THENCE, NORTH 46°-28'-09" EAST, A DISTANCE OF 35.36 FEET;
 THENCE, SOUTH 88°-31'-51" EAST, A DISTANCE OF 200.00 FEET;
 THENCE, SOUTH 41°-31'-51" EAST, A DISTANCE OF 35.36 FEET;
 THENCE, SOUTH 01°-28'-09" WEST, A DISTANCE OF 85.00 FEET;
 THENCE, SOUTH 88°-31'-51" EAST, A DISTANCE OF 60.00 FEET TO A POINT ON A CURVE CONCAVE TO THE WEST, SAID CURVE HAVING A RADIUS OF 538.85 FEET, A CENTRAL ANGLE OF 01°-07'-05" AND A CHORD BEARING OF SOUTH 07°-01'-42" WEST;
 THENCE, SOUTHERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 10.51 FEET TO THE END OF SAID CURVE;
 THENCE, SOUTH 56°-18'-12" EAST, A DISTANCE OF 154.46 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHEAST; SAID CURVE HAVING A RADIUS OF 263.30 FEET, A CENTRAL ANGLE OF 124°-22'-50" AND A CHORD BEARING OF SOUTH 28°-29'-37" EAST;
 THENCE, SOUTHERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 571.58 FEET TO THE END OF SAID CURVE;
 THENCE, SOUTH 00°-41'-02" EAST, A DISTANCE OF 317.58 FEET TO THE POINT OF BEGINNING.

BEING: WOODLAND CREEK, PLAT "II"

ALSO, WOODLAND CREEK, PLAT "I" (P.B. 42 Pa. 165/166)

B3883 P1815

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

This instrument was Prepared by
STEPHEN G. DAVIDSON
NAME
333 EVERDIA STR.
ADDRESS
W. P. B. FLA.
CITY AND STATE

SCHEDULE "B"

DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS
RESERVATIONS, SERVICITUDES AND EASEMENTS OF
WOODLAND CREEK DEVELOPMENT, A JOINT VENTURE
AS TO WOODLAND CREEK

KNOW ALL MEN BY THESE PRESENTS, that Woodland Creek Development, a Joint Venture between G & H Development, Inc. and Hickman & Sons, Inc., both Florida Corporations, hereinafter referred to as Declarant, is the owner of each and every lot included in the plat of a certain subdivision of land in Palm Beach County, Florida, known as Woodland Creek, recorded in Plat Book 92, Pages 165 and 166, on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida; and

WHEREAS, Declarant is desirous of placing protective covenants, restrictions, reservations, servitudes and easements upon the use of the lots in said subdivision; and

WHEREAS, Declarant intends to convey said lots for residential purposes only; and

WHEREAS, said protective covenants, restrictions, reservations, servitudes and easements are placed on the respective residential lots that make up and are part of all lots as shown on said plats, each and all of which is and are for the benefit of said residential lot and of each present and future owner thereof, or of any part thereof, and shall inure to the benefit of and pass with said residential lot, and each and every part thereof, and shall apply to and bind every present and future owner of said residential successors and assigns;

NOW, THEREFORE, Woodland Creek Development, a Joint Venture, hereby declares that the real property platted as Woodland Creek, Plat I (and Plats II and III if and when recorded), and described in Section I hereof is and shall be held, transferred, sold, conveyed, used and occupied subject to the protective covenants, restrictions, reservations, servitudes, and easements hereinafter set forth.

SECTION I -- PROPERTY SUBJECT TO THIS DECLARATION

The real property which is and shall be held, transferred, sold, conveyed, used and occupied subject to the protective covenants, restrictions, reservations, servitudes and easements subject to the various portions set forth in the various Sections and Subdivisions of this Declaration is located in the County of Palm Beach, State of Florida, and is more particularly described as follows:

Each and every lot, included, shown and platted in the plat of a certain subdivision of land in Palm Beach County, Florida, known as Woodland Creek Plat I, recorded in Plat Book 4-2, Pages 165-166, on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, and any contiguous Plat II and/or Plat III of Woodland Creek, which are to become subject to this Declaration upon formal platting.

SECTION II -- PURPOSE OF DECLARATION

The real property described in Section I hereof is subjected to the protective covenants, restrictions, reservations, servitudes and easements hereby declared to insure the best use and the most appropriate development and improvement of each lot thereof; to protect the owners of the lots against such improper use of surrounding lots as will depreciate the value of their property;

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RETURN TO: R. E. WEIMER
25846 Forest Hill Blvd.
W. P. B. 33406

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to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious architectural schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon; to prevent haphazard and unharmonious improvement of lots; to secure and maintain adequate free spaces between structures; and in general, to adequately provide for high quality improvements on said property and thereby enhance the value of investments made by purchasers of lots therein.

SECTION III -- DEFINITIONS OF TERMS

1. DWELLING, HOUSE, BUILDING. The words "Dwelling", "House" and "Building" wherever used in this Declaration shall be deemed and construed to include both the main portion of said structure and all projections therefrom, such as bay windows, exterior chimneys, covered porches, or porticoes, and the like, including any garages incorporated in or forming a part thereof, but shall not include the unsupported eaves of such structure.

2. LOT AND BLOCK. The words "lot" and "Block" wherever used in this Declaration mean and refer to one of the numbered lots or blocks of land as shown on the plat hereinabove referred to. The numbers following the words "Lot" and "Lots", "Block" and "Blocks" refer to the particular lot or lots, block or blocks, so numbered on the aforesaid plat.

3. SAID PLAT. The words "Said Plat" wherever used in this Declaration mean and refer to the plat of Woodland Creek, Plat I, as recorded in Plat Book 92, Pages 165 and 166, or contiguous subsequent plats (phases) of Woodland Creek.

4. SAID PROPERTY. The words "Said Property" wherever used in this Declaration mean and refer to the property described in Section I hereof.

5. SETBACK. The term "Setback" wherever used in this Declaration means and refers to the distance between dwelling, houses or other structures as defined herein and the street or side or rear lines of the particular lot.

6. STREET. The word "Street" wherever used in this Declaration means and refers to any street, highway, or other thoroughfare shown on said plat.

7. ARCHITECTURAL COMMITTEE. The words "Architectural Committee" wherever used in this Declaration mean and refer to a committee of three members appointed as herein set forth to review plans and lot development for compliance to this Declaration.

8. ASSOCIATION PROPERTY OR COMMON PROPERTY. The word "Association Property" or "Common Property" shall be those areas dedicated to the Woodland Creek Home Owners' Association, Inc. a non-profit corporation in the initial plat and all subsequent contiguous plats (phases) of Woodland Creek.

SECTION IV -- USES PROHIBITED AND PERMITTED

1. One lot, as shown on the plat of Woodland Creek, Plat I, as recorded in Plat Book 42, pages 165-166 shall be the minimum building area upon which a single-family residence may be constructed. Garages must be attached to the residence, but said garages must be fully enclosed including garage doors. Carports or car awnings of any kind are not allowed.

2. The premises shall not be used or occupied by other than a single-family and family servants, and shall not be used for other than residential use.

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3. The ground floor area of the main dwelling, exclusive of garage, covered walks, open porches and utility rooms shall not be less than 1,400 square feet for a one-story dwelling and 1,800 square feet for a two-story dwelling unless otherwise approved by the Architectural Committee.

4. The height of any building shall be not more than two full stories above street level unless otherwise approved by the Architectural Committee.

5. The main roof of the dwelling shall have a pitch of not less than 4 to 12. No main roof shall have asphalt shingles or built-up or so-called tar and gravel covering, unless otherwise approved by the Architectural Committee.

6. When the construction of any building on any lot is once begun, work thereon must be prosecuted diligently and it must be completed within one year, unless otherwise extended as provided herein.

7. No building shall be occupied during construction, or until made to comply with all requirements of this Declaration and has received a Certificate of Occupancy from the appropriate Building Official. No outbuilding including but not limited to structures of temporary character, trailers, tents, shacks, garages, barns, or other outbuildings shall be used for permanent or temporary resident purposes.

8. No property owner will do or permit to be done any act upon his property which may be, is or may become a nuisance to other property owners or residents.

9. No sign of any character shall be displayed or placed upon any lot except a sign bearing the name of the owner (size 5" (five inches) x 20" (twenty inches), green with white lettering, unless otherwise approved by the Architectural Committee.

10. No animals, birds or fowl shall be kept or maintained on any part of the property, except dogs, cats and caged pet birds, which may be kept thereon in reasonable number as pets for the pleasure and use of the occupants as normal household pets but not for any commercial use or purpose. All animals must be kept on a leash when they are outside the owner's premises and must not become a nuisance to other residents by barking or other acts.

11. Clotheslines or drying yards shall be so located as not to be visible from the street serving the premises. The lines on lake lots shall be screened so that they will not be visible from the lake.

12. Garbage and rubbish receptacles shall be so located as not to be visible from the street serving the premises or not to be visible from the lake.

13. No trailers, motorcycles, trucks, or habitable motor vehicles of any nature shall be kept on or stored on any part of the property except within an enclosed garage.

14. No trucks, buses or commercial vehicles of any nature shall be parked overnight on any lot except in an enclosed garage.

15. No boat shall be kept or stored on any lot except in an enclosed garage.

16. All yard areas shall be maintained by the lot owner. Grass, landscaping, sprinkler systems and driveways shall be kept in proper condition. Sprinkler systems shall be in working order at all times. Driveways shall be concrete and free from deterioration. Grass and landscaping shall be cut, trimmed,

fertilized, and kept in a green condition. Upon failure of the lot owner to maintain the yard area, the Home Owners' Association shall have the right to maintain the yard area at the cost of the owner.

17. No utility services shall be transported from a lot line or any utility easement to a dwelling or other structure or between structures within the property, except through underground pipes, conduits or other underground connection.

18. A landscaping plan shall be submitted and approved by the Architectural Committee and approved landscaping (excluding grass sodding) shall be installed prior to occupying a building equalling not less than 4% of the value of the structure. All yards must be completely sodded with grass before a Certificate of Occupancy will be issued.

19. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any part of the property and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon including vacant lots. Vacant lots shall be cut and maintained by the lot owner.

20. All lots must have underground sprinkling systems for irrigation of lawns and landscaping.

21. All antennae must be of the concealed type installed inside attic space.

22. The design, size and type of private street lights and of mail boxes must be submitted to and approved by the Architectural Committee.

SECTION V -- APPROVAL OF PLANS, LOCATION OF STRUCTURES AND CONTRACTOR

1. No building, outbuilding, garage, fence, wall, retaining wall, or other structure of any kind shall be erected, constructed, placed or maintained on said real property, or any part thereof; nor shall any alteration, addition, changing, repairing, remodeling, or adding to the exterior thereof be made, unless prior to the commencement of any construction, excavation or other work, two complete plans and specifications thereof, including front, side and rear elevations and floor plans and specifications thereof, including front, side and rear elevations and floor plans for each floor and basement and two plot plans indicating and fixing the exact location of such structure or such altered structure on the lot with reference to the street and side lines thereof, shall have been first submitted in writing for approval and approved in writing by an Architectural Committee, whose members shall consist of the following:

- a. One member appointed by the Declarant,
- b. One member appointed by the Home Owners' Association,
- c. One member, who shall be an architect or designer of custom residential homes, appointed by the Home Owners' Association.

In the event of the failure, refusal or inability to act of any member appointed by Declarant, and in the event Declarant fails to fill any such vacancy within thirty (30) days of such occurrence, the Home Owners' Association shall fill any such vacancy by the appointment of such members.

The Architectural Committee shall approve only those plans and specifications which shall meet the minimum standards approved and required by the Building Code of Palm Beach County, Florida, as revised or amended from time to time.

2. Approval of plans, specifications and location of buildings by the Architectural Committee shall be endorsed on both sets of said plans and specifications and one set shall forthwith be returned by the Architectural Committee to the person submitting the same.

3. The approval of the Architectural Committee of any plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Architectural Committee of the right to object to any of the features or elements embodied in such plans or specifications if and when the same features or elements are embodied in any subsequent plans and specifications submitted for approval for use on other lots.

4. After such plans and specifications and other data submitted have been approved by the Architectural Committee, no building, outbuilding, garage, fence, wall, retaining wall, or other structure of any kind shall be erected, constructed, placed, altered or maintained upon said property unless the same shall be erected, constructed or altered in conformity with the plans and specifications, and plot plans theretofore approved by the Architectural Committee or its duly appointed agent, as provided herein. If any building, outbuilding, garage, fence, wall, retaining wall, or other structure of any kind shall be erected, constructed, placed, altered, or maintained upon said property, other than in accordance with the plans and specifications and plot plan thereof, approved by the Architectural Committee, such erection, construction, placing, alteration and maintenance shall be deemed to have been undertaken without the approval of the Architectural Committee ever having been obtained as required by this Declaration.

5. a. After the expiration of one year from the date of completion of any structure or alteration, such structure or alteration shall be deemed to comply with all of the provisions hereof unless notice to the contrary shall have been recorded in the Office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, or legal proceedings shall have been instituted to enforce such compliance.

b. In the event that the Architectural Committee shall fail, for a period of thirty (30) days, to approve or disapprove any plans, specifications, or plot plans, submitted to it for approval, the same shall be deemed to have been approved.

6. Any agent or member of the Architectural Committee may, at any reasonable time, enter and inspect any building or property subject to the jurisdiction of the Architectural Committee under construction or on or in which such agent or member may believe that a violation of the covenants, restrictions, reservations, servitudes or easements is occurring or has occurred.

7. Prior to the occupancy of any dwelling constructed or erected on any such lot, the prospective occupants thereof shall obtain a Certificate of Occupancy issued by the Architectural Committee stating that the construction thereof has been completed in accordance with the plans and specifications approved by the Architectural Committee. No dwelling shall be occupied prior to the issuance of such Certificate of Occupancy. The Architectural Committee may, from time to time, delegate to a person or persons right to approve or disapprove the plans and specifications and plot plans and to issue such Certificate of Occupancy.

8. All building contractors must be qualified custom home builders licensed to build in Palm Beach County.

9. All submissions for the above are to be directed to Woodland Creek Home Owners' Association, Inc., 105 East Coast Avenue, Hypoluxo, Florida 33462.

SECTION VI -- SETBACKS AND BUILDING LINES

1. No building shall be erected nearer than thirty (30) feet to the street line, or twenty (20) feet to the rear property line, or ten (10) feet to the lot side line, unless otherwise approved by the Architectural Committee.

2. Swimming pools shall not be nearer than ten (10) feet to side lot lines and twenty (20) feet to rear lot lines.

3. Fences shall be approved by the Architectural Committee as to location and acceptable materials.

4. In the event one lot and the whole of a contiguous lot, all in one ownership, shall be used as one building site for one residence building and its appurtenant outbuildings permitted by this Declaration, then the side lines and rear lines of such site shall be deemed to be the side lot lines and rear lot lines of such sites.

SECTION VII -- STREETS, EASEMENTS, RESERVATIONS, RIGHTS OF WAY AND ADDITIONAL RESTRICTIONS

1. No title to land in any street is intended to be conveyed or shall be conveyed to the grantee under any deed, or to the purchaser under any contract of purchase, unless expressly so provided in such deed or contract of purchase.

2. Easements, reservations, and rights of way are reserved by Declarant, its successors and assigns, in any conveyance it or they may make of said property.

3. No dwelling, house, garage, outbuilding, or other structure of any kind shall be built, erected, or maintained upon any easements, reservations or rights of way, and said easements, reservations or rights of way shall, at all times, be open and accessible to public and quasi-public utilities, corporations, and other persons erecting, constructing or servicing such utilities and quasi-public utilities, and to Declarant, its successors and assigns, all of whom shall have the right of ingress and egress thereto and therefrom, and the right and privilege of doing whatever may be necessary in, under and upon said locations for the carrying out of any of the purposes for which said easements, reservations and rights of way are reserved.

SECTION VIII -- SCOPE, DURATION OF COVENANTS, RESTRICTIONS, RESERVATIONS, SERVITUDES AND EASEMENTS

1. All of the covenants, restrictions, reservations, servitudes and easements set forth in this Declaration are imposed upon said property for the direct benefit thereof and of the owners thereof as a part of the general plan of development, improvement, building, equipment, and maintenance of said property. Each grantee or purchaser under a contract for sale or agreement for purchase, by accepting a deed or contract for sale or agreement for purchase, accepts the same subject to the covenants, restrictions, reservations, servitudes and easements set forth in this Declaration and agree to be bound by each such covenant, restriction, reservation, servitude and easement. Said covenants, restrictions, reservations, servitudes and easements shall run with the land and continue to be in full force and effect, except as hereinafter provided, until the thirtieth day of September, 2001.

Said covenants, restrictions, reservations, servitudes and easements as are in force on said thirtieth day of September, 2001 shall be continued automatically and without further notice from that time for a period of ten (10) years and thereafter for successive periods of ten (10) years each, without limitation, unless within three (3) months prior to the expiration of any

successive period of ten (10) years thereafter, a written agreement executed by the then record owners of lots in the property subject to this Declaration, having an aggregate area equivalent to not less than fifty-one (51%) per cent of the area of the total number of lots then subject to this Declaration, shall be placed on record in the Office of the Clerk of the Circuit Court of Palm Beach County, Florida, in which agreement any of the covenants, restrictions, reservations, servitudes and easements may be changed, modified, waived or extinguished in whole or in part, as to all or any part of the property then subject thereto in the manner and to the extent therein provided.

2. In the event that any such written agreement of change or modification be fully executed and recorded, the original covenants, restrictions, reservations, servitudes and easements as therein set forth shall be modified or extinguished in the manner herein provided.

3. Damages are hereby declared not to be adequate compensation for any breach of the covenants, restrictions, reservations, servitudes or easements of this Declaration, but such breach and continuance thereof may be enjoined, abated and remedied by appropriate proceedings by the Declarant, the Architectural Committee or by an owner of any lot in said property.

SECTION IX -- MODIFICATION AND ANNULMENT OF COVENANTS,
RESTRICTIONS, RESERVATIONS, SERVITUDES AND
EASEMENTS

Any of the covenants, restrictions, reservations, servitudes and easements contained in this Declaration may be annulled, waived, changed or modified with respect to all or any portion of said property by Woodland Creek or by Woodland Creek Home Owners' Association, Inc. with the written consent of the owner or owners of record of the property to which said such annulment, waiver, change or modification shall apply.

SECTION X -- SUBORDINATION OF COVENANTS, RESTRICTIONS,
RESERVATIONS, SERVITUDES AND EASEMENTS

All of the covenants, restrictions, reservations, servitudes and easements set forth in this Declaration shall be subject to and subordinate to any recorded mortgage or deed of trust in good faith and for value at any time heretofore or hereafter executed covering any part of said property, and the breach of any such covenants, restrictions, reservations, servitudes and easements shall not defeat the lien or encumbrance of any such mortgage or deed of trust; provided, however, the purchaser at any foreclosure sale under any such mortgage deed of trust, his or its successors and assigns, shall take and thereafter hold the title subject to all of the covenants, restrictions, reservations, servitudes and easements set forth in this Declaration.

SECTION XI -- VIOLATIONS OF COVENANTS, RESTRICTIONS,
RESERVATIONS, SERVITUDES AND EASEMENTS

A breach or violation of any of the covenants, restrictions, reservations, servitudes and easements shall give to Woodland Creek Home Owners' Association, Inc. and to the Architectural Committee, jointly and severally, the right to immediate entry upon the property upon which said violation exists, and summarily to abate and remove, at the expense of the owner thereof, any erection, structure, building, thing or condition that may be or exist thereon contrary to this Declaration, and to the true intent and meaning of the provisions hereof, and the Home Owners' Association, Inc. or the Architectural Committee shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal, nor shall the Home Owners' Association or the Architectural Committee be liable for any

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damages occasioned thereby. The result of every act of omission or commission, or the violation of any covenant, restriction, reservation, servitude and easement hereof, whether such covenant, restriction, reservation, servitude and easement is violated in whole or in part, is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against any such owner of any lot, and may be prohibited and enjoined by injunction. Such remedy shall be deemed cumulative and not exclusive.

Where an action, suit or other judicial proceeding is instituted or brought for the enforcement of these covenants, restrictions, reservations, servitudes and easements, the losing party in such litigation shall pay all expense, including a reasonable attorney's fee and costs, and attorney's fee and costs on appeal, incurred by the other party in such legal proceeding.

SECTION XII -- RIGHT TO ENFORCE

The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by the Declarant, the Architectural Committee, or by the owner or owners of any portion of said property, their and each of their legal representatives, heirs, successors and assigns, and failure by Declarant, the Architectural Committee, or by the owner or owners of any portion of said property or their legal representatives, heirs, successors or assigns, to enforce any of such covenants, restrictions, reservations, servitudes and easements herein contained shall in no event be deemed a waiver of the right to do so thereafter, unless otherwise herein provided.

SECTION XIII -- ASSIGNMENT OF POWERS

Any and all rights and powers and reservations of the Declarant herein contained may be deeded, conveyed or assigned to another corporation, co-partnership or individual and upon such corporation, co-partnership or individual evidencing its consent in writing to accept such assignment and to assume such duties and powers, it shall, to the extent of such deed, conveyance or assignment, have the same rights and powers, and be subject to the same obligations and duties as are given to and assumed by Declarant herein and thereupon Declarant shall be relieved of the performance of any further duty or obligation hereunder to the extent of such deed, conveyance or assignment.

In the event Declarant shall convey all of its right, title and interest in and to the real property described in Paragraph 1 hereof and shall assign all of its rights, powers and privileges under this Declaration to another corporation, co-partnership or individual and such assignee should by instrument in writing duly executed, acknowledged and recorded in the office of the Clerk of the Circuit Court of Palm Beach County, Florida, accept such conveyance and assume and agree to be bound by each and all of the obligations hereunder and such other corporation, co-partnership or individual shall succeed to all of the rights, powers, reservations, obligations and duties as though such other party had originally been named as Declarant instead of Declarant.

SECTION XIV -- WOODLAND CREEK HOME OWNERS' ASSOCIATION, INC.

The owner of any lot, or other fee interest in the Property shall, upon the acquisition of said interest, become a member of Woodland Creek Home Owners' Association, Inc., a Florida non-profit corporation, and said member shall be subject to the terms and conditions of the Articles of Incorporation and By-Laws of said Home Owners' Association as well as to these Covenants, Restrictions, Reservations, Servitudes and Easements and other documents of record. Failure by any member to pay the assessments levied by said Home Owners' Association may create a

lien against his ownership interest, which lien may be enforced as hereinafter provided.

SECTION XV -- ASSESSMENTS AND MAINTENANCE

1. A lot owner, for himself, his heirs, legal representatives, executors and assigns, covenants and agrees to pay his pro rata share based on the number of recorded lots in all of the recorded contiguous plats of Woodland Creek as three phases are contemplated: Woodland Creek, Plat I, Woodland Creek, Plat II, and Woodland Creek, Plat III; of the cost to maintain the streets (this shall not include streets once publicly dedicated to and accepted by Palm Beach County), parks, buffers, lakes and lighting system, taxes and the cost of providing other reasonable and necessary services including but not limited to fire protection, police protection, street maintenance and garbage collection. Lot owners' assessment in this regard shall be paid promptly when same becomes due. In the event of grantee's failure to pay same promptly when due, it shall constitute a lien upon the premises and same may be enforced in equity as in the case of any lien foreclosure.

2. The Home Owners' Association shall operate and maintain, in neat and good order, and for the use of the inhabitants of the Property and for the common and mutual benefit of land and improvements within the Property owned by and of said inhabitants, all properties including but not limited to buffer areas, park area, lake, easements, walkways, canals and other facilities, and the improvement thereon, designed on the Plat of Woodland Creek, Plat I, and from time to time designated, or conveyed in fee simple by the Declarant to the Association. No such designation shall be made after September 30, 2001, without the approval of the Board of Directors of the Association.

3. Each lot of the property shall be subject to a monthly charge per such lot, as is more specifically provided for in the Articles of Incorporation and By-Laws of the Association, in the amount fixed by the Board of Directors of the Association determined as aforesaid.

4. The charges collected by the Association shall in each month be sufficient to maintain and operate, in neat and good order, and to pay all expenses payable with respect to the maintenance and operation of, such facilities as may be owned or leased by the Association or designated by the Declarant in Plats or otherwise to be operated and maintained by the Association as aforesaid. Any portion of the charges remaining after the disbursements required hereby shall be used for the improvement of the property and/or for the benefit of the property and the owners and inhabitants thereof and for the promotion of the peace, health, comfort, safety, or general welfare of the owners and inhabitants thereof.

5. The monthly charges shall become due and payable at such time or times as the Association may determine and shall, when due, become a lien on the lot, dwelling unit or other parcel of the property against which the charge is made.

SECTION XVI -- DISSOLUTION

If the Home Owners' Association is dissolved, the property dedicated to said Association shall be dedicated to Palm Beach County; however Palm Beach County shall not be obligated to accept said dedication unless done so by resolution of the Board of County Commissioners.

SECTION XVII -- HEADINGS OF SECTIONS

The headings as to the contents of particular sections are inserted only as a matter of convenience and for reference, and in no way are, or are they intended to be, a part of this

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Declaration, or in any way define, limit or describe the scope of intent of that particular section or paragraph to which they refer.

SECTION XVIII -- THE VARIOUS PARTS OF THIS DECLARATION ARE SEVERABLE

In the event any clause, subdivision, term, provision, or part of the Declaration should be adjudicated by final judgment of any court of competent jurisdiction to be invalid or unenforceable, then disregarding the paragraph, subdivision, term, provisions or part of this Declaration as adjudicated to be invalid or unenforceable, the remainder of this Declaration, and each and all of its terms and provisions not so adjudicated to be invalid or unenforceable, shall remain in full force and effect, and each and all of the paragraphs, subdivisions, or parts of this Declaration are hereby declared to be severable and independent of each other.

IN WITNESS WHEREOF, Declarant has executed this Agreement the 30 day of September, 1981.

Signed, sealed and delivered in the presence of:

WOODLAND CREEK DEVELOPMENT,
A JOINT VENTURE
G & H DEVELOPMENT, INC.
MANAGING PARTNER

John M. Boyer
[Signature]

By: W. David Galione
W. David Galione, Pres.

Attest: Pandra Galione
Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me, the undersigned, personally appeared W. David Galione, President of G & H Development Inc., to me well known and known to be the person described in and who executed the foregoing as such officer, and acknowledged before me that he executed the same freely and voluntarily on behalf of said corporation for the purposes therein expressed and that he affixed thereto the official seal of said corporation, all under authority vested in said officer by the Board of Directors of said corporation.

WITNESS my hand and official seal this 30 day of Sept, 1981.



[Signature]
Notary Public, State of Florida
My Commission Expires:

Notary Public, State of Florida
My Commission Expires Sept. 23, 1985

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

83635 P1479

BY-LAWS
OF
WOODLAND CREEK HOME OWNER'S ASSOCIATION, INC.

A Corporation Not For Profit
Under The Laws Of The State Of Florida

ARTICLE I
GENERAL PROVISIONS

Section 1. Identity

The following By-Laws shall govern the operation of WOODLAND CREEK HOME OWNER'S ASSOCIATION, INC., a Corporation Not For Profit, hereinafter referred to as "Association". The Association is an incorporated nonprofit association, organized and existing pursuant to Chapter 617, Florida Statutes, the Declaration of Protective Covenants, Restrictions, Reservations, Servitudes and Easements of which were filed in the public records, Palm Beach County, Florida on December 2, 1981 in Official Records Book 3635, Pages 1470-1479, hereinafter referred to as "Declaration", and the Articles of Incorporation of which were filed in the public records, Palm Beach County, Florida on December 3, 1981 in Official Records Book 3636, Pages 1605-1611, hereinafter referred to as "Articles". The Association has been organized for the purpose of operating, maintaining and preserving the beauty and desirability of properties of its members, being the Woodland Creek Recreation Area, Amenities, Lake and Common Areas in landscaped maintenance easements, hereinafter referred to as "Recreation Area".

Section 2. By-Laws Subject To Other Documents

These By-Laws shall be subject to the Declaration and the Articles and in the case of any conflict, the Articles and the Declaration shall control

Section 3. Applicability

All lot and/or home owners are subject to the By-Laws, the Articles and the Declaration.

Section 4. Office

The office of the Association shall be at 2586 Forest Hill Boulevard, West Palm Beach, Florida 33406, or at any other place designated by the Association.

Section 5. Seal

The Seal of the Association shall bear the name of the Association, the word "FLORIDA", the words "CORPORATION NOT FOR PROFIT", and the year of incorporation.

Section 6. Definitions

All definitions set forth in the Declaration are hereby adopted by reference as though set forth herein verbatim.

ARTICLE II

BOARD OF DIRECTORS

Section 1. Management of Association

The affairs of the Association shall be managed by a Board of Directors, hereinafter referred to as "Board".

Section 2. Board of Directors

The Board shall consist of no less than three (3) persons, none of whom need be members of the Association. The Board may be enlarged in multiples of two, but in no event shall the Board of Directors consist of more than ten (10) members. The first Board shall consist of the Directors as named in the Articles, and thereafter the number of Directors shall be fixed by the Board. The first Board shall hold office and serve for a period of three (3) years and thereafter until a transfer is effected. The transfer of control of the Board shall take place as follows:

A. When 30% or 42 Lots have been conveyed to individual purchasers, within properly joined Plats, (not including builders or developers), then those purchasers shall have the right to elect the majority of the Board of Directors.

B. Three years after the date of the first conveyance to an individual purchaser of a lot in PLAT III, members of the Association, other than the Developer or its successors and assigns, or builders, shall have the right to elect the majority of the Board of Directors. Provided, however, that PLAT III has been recorded and that there not be an outstanding purchase money mortgage.

C. In the event that there shall be a foreclosure or taking of title by a mortgagee of a purchase money mortgage, the mortgagee or its assigns shall accede to the rights of the Developer to appoint certain members of the Board of Directors and all other rights of the Developer contained in the Articles, By-Laws and Declaration. This provision is not operative in a situation where a lender acquires title other than the mortgagee of the original purchase money mortgage.

D. A member that is in violation of any kind, including but not limited to, being delinquent on his or her maintenance fees, is not entitled to vote.

Section 3. Removal of Directors

The Board shall have the power to remove any Director by majority vote. Until such time when the members of the Association are permitted to elect Directors, the Directors may not be removed by the members for any reason, whatsoever. Thereafter, if the members at any duly convened regular or special meeting desire, they may remove any such Director that said members have elected with or without cause by the affirmative vote of the voting members casting not less than three-fourths (3/4) of the total votes present at any such meeting; and a successor may immediately be elected to fill the vacancy thus created. Should the membership fail to elect a successor, the Board may fill the vacancy.

Section 4. Vacancies on Directorate

If the office of any Director or Directors becomes vacant by reason of death, resignation, retirements, disqualification, removal from office, or otherwise, a majority of the remaining Directors, though less than a quorum, shall choose a successor or successors who shall hold office for the balance of the unexpired term in respect to which such vacancy occurred or such vacancy may remain unfulfilled. The election held for the purpose of filling said vacancy may be held at any meeting of the Board of Directors.

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Section 5. Disqualification and Resignation of Directors

Any Director may resign at any time by sending a written notice of such resignation to the office of the Association, delivered to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. Commencing with the Directors elected at the first meeting of the membership, the transfer of title of his property by a Director shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors, unless the Director continues to own other property. Directors appointed by the Developer need not be property owners or members of the Association. No member shall continue to serve on the Board should he be more than thirty (30) days delinquent in payment of an assessment or any violation, and said delinquency or violation shall automatically constitute a resignation effective when said delinquency is confirmed by the Board of Directors.

Section 6. Order of Business

The Board may from time to time determine the order of business at its meeting.

Section 7. Chairman

At all meetings of the Board, the President, or, in his absence, the Vice President, or in the absence of both, a Chairman chosen by the Board present, shall preside.

Section 8. Waiver of Meeting

To the extent now or from time to time hereafter permitted by the Laws of the State of Florida, the Directors may take any action, which they might take at a meeting of Directors, without a meeting, provided a record of any such action is signed by each Director. Such record will be retained in the Association's Minute Book and shall constitute actions of the Board.

Section 9. Executive Committee

The Board may, by resolution passed by a majority of the whole Board, designate an executive committee to consist of two or more of the Directors of the Association, which, to the extent provided in said resolution, shall have and may exercise the powers of the Board in the management of the business and affairs of the Association to be affixed to all papers which may require seal, provided the said resolution shall so provide. The executive committee shall keep regular minutes of its proceedings and report the same to the Board when required.

Section 10. Regular Meetings

The Board shall meet for the transaction of business at such place as may be designated from time to time.

Section 11. Special Meetings

Special meetings of the Board may be called by the President or by three members of the Board for any time and place, provided reasonable notice of such meetings shall be given to each member of the Board before the time appointed for such meetings. All notice of meetings shall state the purpose of the meeting.

Section 12. Quorum

At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business and the acts of the majority of the Directors present at such meetings at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At each such adjourned meeting, any business which might have been transacted at the meeting, originally called, may be transacted without further notice. The joinder of a Director in the Action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

Section 13. Annual Report

After the Board is elected by the members, the Board shall, after the close of each fiscal year, submit to the members of the Association a report as to the condition of the Association and its property and shall submit also an account of the financial transactions of the past year.

Section 14. Powers and Duties

All of the powers and duties of the Association shall be exercised by the Board, including those existing under the common law and statutes, the Articles, these By-Laws and the Declaration. Such powers shall include, without limiting the generality of the foregoing, the following:

- A. To make, levy and collect assessments against members and members' lots to defray the costs of the Association, and to use the proceeds of said assessments in the exercise of the powers and duties granted to the Association.
- B. The Maintenance, repair, replacement, operation, improvement and management of the Recreation Area wherever the same is required to be done and accomplished by the Association for the benefit of its members.
- C. The reconstruction of improvements after casualty and the further improvement of the property, real and personal.
- D. To make and amend regulations and By-Laws governing the use of the property, real and personal, in the Recreation Area, so long as such regulations or amendments thereto do not conflict with the rights, privileges, restrictions and limitations which may be placed upon the use of such property under the terms of the Articles and Declaration.
- E. To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal including Lots, as may be necessary or convenient in the operation and management of the Association, and in accomplishing the purposes set forth in the Declaration.
- F. To contract for the management of the Association and to delegate to such contractor such powers and duties of the Association, except those which may be required by the Declaration to have the approval of the membership of the Association; and to contract for the management or operation of portions of the Recreation Area or facilities susceptible to the separate management or operation and to lease or concession such portions and to ratify and confirm any existing leases or any part of the Recreation Area to lessees or concessionaires.
- G. To enforce by legal means the provisions of the Articles and By-Laws, the Declaration and the Rules and Regulations hereinafter promulgated governing use of the Recreation Area.
- H. To pay all taxes and assessments which are liens against any part of the Recreation Area other than Lots and the appurtenances thereto, and to assess the same against the members and their respective Lots subject to such liens.
- I. To carry insurance for the protection of the members and the Association against casualty and liability.
- J. To pay all costs of power, water, sewer and other utility services rendered to the Association and not billed to the owners of the separate Lots.
- K. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association, including accountants, attorneys, contractors and other professionals. The Board may enter into a contract with any firm, person or corporation, in contracting for the management, maintenance and repair of the Association property. The Board is authorized to delegate to any such management firm or manager any or all of the powers or duties of the Association. Those so delegated shall be specified in any such agreement between the parties.

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ARTICLE III

OFFICERS

Section 1. Elective Officers

The principal officers of the Association shall be a President, Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. The President shall be a member of the Board of Directors.

Section 2. Election

The officers of the Association designated in Section 1 above shall be elected by the Board of Directors at the organizational meeting of each new Board following the meeting of the members.

Section 3. Appointive Officers

The Board may appoint Assistant Secretaries, Assistant Treasurers, and such other officers as the Board deems necessary.

Section 4. Term and Compensation

The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time with or without cause by the Board of Directors; provided, however, that no officer shall be removed except by the affirmative vote for removal by a majority of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors. No compensation will be paid to the officers of the Association.

Section 5. The President

He shall be the chief executive officer of the Association; he shall preside at all meetings of the property owners and of the Board of Directors. He shall have executive powers and general supervision over the affairs of the Association and other officers. He shall sign all written contracts and perform all of the duties incident to his office which may be delegated to him from time to time by the Board of Directors.

Section 6. The Vice President

He shall perform all of the duties of the President in his absence and such other duties as may be required of him from time to time by the Board of Directors.

Section 7. The Secretary

He shall issue notice of all Board of Director's meetings and all meetings of the property owners; he shall attend and keep the minutes of same; he shall have charge of all of the Association's books, records and papers, except those kept by the Treasurer. If an Assistant Secretary is appointed, he shall perform the duties of the Secretary in the Secretary's absence.

Section 8. The Treasurer

A. He shall have custody of the Association's funds and securities, shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board of Directors of the Association.

B. He shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these By-Laws, making proper vouchers for such disbursements and shall render to the President and the Board of Directors at the regular meetings of the Board, or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the Association.

C. He shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors of the Association.

D. He shall give status reports to potential transferees on which reports the transferee may rely.

E. If an Assistant Treasurer is appointed, he shall perform the duties of the Treasurer in the Treasurer's absence.

Section 9. First Officers

The Officers of the Association who shall hold office and serve until the first election of officers by the first Board of Directors of the Association pursuant to the terms of these By-Laws, are as follows:

President - Rolf Ernst Weimer
Vice President - Ann S. Setchell
Secretary/Treasurer - W. David Gallone

ARTICLE IV

ARCHITECTURAL REVIEW COMMITTEE

Section 1. Architectural Review Committee Membership

In addition to the appointment of the Officers, the Board of Directors of the Association shall also appoint each year an Architectural Review Committee (hereinafter referred to as the A.R.C.), consisting of three (3) members. Members of the A.R.C. elected at the first meeting of the Board of Directors shall hold office until the next annual meeting of the Board of Directors or until their successors are elected and qualify.

Section 2. Vacancies

When a vacancy occurs in the A.R.C. for any cause before a member of the A.R.C.'s term has expired, the member of the A.R.C. shall be filled by the Board of Directors at its next meeting by electing a person to serve for the unexpired term or until a successor has been elected by the Board of Directors and shall qualify. So long as the Declarant of PLAT III owns any lot within WOODLAND CREEK, said Declarant shall appoint all members of the A.R.C.

Section 3. First Architectural Review Committee

The members of the first A.R.C. were elected as follows:

By the Declarant - W. David Gallone
By the Association - Rolf Ernst Weimer
Ann S. Setchell

ARTICLE V

MEMBERSHIP AND MEETINGS OF MEMBERS

Section 1. Membership

Membership in the Association shall be limited to the owners of lots within WOODLAND CREEK, as stated in the Articles and the Declaration. Exhibit "A" to the Articles describes 52.26 acres, more or less; said lands being referred to in their entirety as WOODLAND CREEK. WOODLAND CREEK is contemplated to consist of three (3) Plats of Subdivision to be duly recorded in the public records of Palm Beach County, Florida. PLAT I shall consist of 49 platted lots, PLAT II shall consist of 33 platted lots and PLAT III shall consist of 58 platted lots. Each owner of a platted lot shall be a member of this Association and each owner of unplatted lands within WOODLAND CREEK shall be a member of this Association; provided, however, that the party filing any such plat, shall as owner of said lands, when platting, file an instrument in the public records, said instrument shall submit said lands to the Declaration and the Articles.

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Section 2. Annual Meetings

Commencing with the Second Wednesday in January, 1986, and every year thereafter, there shall be an annual meeting of the members at 6:30 p.m. at such place as may be designated from time to time. When such Wednesday falls on a Legal Holiday in the State of Florida, the meeting shall be held on the next succeeding day. No notice shall be required for such meeting. This meeting shall be held for the purpose of electing Directors and transacting any other business authorized to be transacted by the members.

Section 3. Special Meetings

Special meetings of the members shall be held whenever called by the Board. Notice of each special meeting, stating the time, place, and in general terms the purposes or purpose thereof, shall be deemed given by posting in a conspicuous location at the Picnic Shelter, Woodland Creek, Lantana, Florida, at least ten (10) days prior to the meeting.

Section 4. Proxy

Subject to the aualifications hereafter specified, every member may cast one vote either in person or by proxy, for each Lot for which the individual or corporation is a member. There shall be one vote for each Lot and a member may be entitled correspondingly to more than one membership or vote. The Proxy, other than a general proxy, shall be valid for the particular meeting designated thereon only and must be filed with the Secretary before the appointed time of the meeting.

Section 5. Quorum

Persons having fifty percent (50%), plus one of the total votes of the Association shall constitute a quorum. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

Section 6. Voting

Voting by the members of this Association shall be as follows:

Subject to the provisions in Paragraph C below, the owners of each platted Lot shall have one (1) vote. The owners of any lands within WOODLAND CREEK which have not been platted shall have the number of votes as follows:

A. As to the lands that shall become PLAT II, 33 votes and as to the lands that shall become PLAT III, 58 votes. The legal description of the lands that shall comprise PLAT II and PLAT III are attached to these By-Laws as Exhibits No. 1 and No. 2, respectively.

B. As provided in Article IV of the Articles, when individual Lot owners owning 30% of Lots (being Lots contained in recorded plats of subdivision duly recorded in the public records of Palm Beach County, Florida) in PLATS I and/or II and/or III become members by virtue of their purchase of such Lot from a builder or a developer, then the individual Lot owners shall be entitled to elect a majority of the Board. It is the intention herein that individual Lot owners acquiring same for residential purposes as opposed to acquiring same for development purposes shall be entitled to elect at that time a majority of the Board

C. Notwithstanding the provisions above, no owner of a platted Lot shall have a vote unless the party filing any such plat, shall as owner of said lands when platting, file an instrument in the public records; said instrument shall submit said lands to the Declaration and the Articles, as the same were recorded in O.R.B. 3635, Page 1470 and O.R.B. 3636, Page 1605, Falm Beach County, Florida.

Section 7. Designation of Voting Member

If a Lot is owned by one person, his right to vote shall be established by presentation to the Secretary of the Association of a certified copy or original of the deed of conveyance to the Lot. He shall be a "voting member". If a Lot is owned by more than one person, a certified copy of the deed of conveyance of the Lot and a certificate, signed by all of the record owners of the Lot, designating the member entitled to vote, shall be filed with the

Secretary of the Association. If a Lot is owned by a corporation, the officer or employee thereof entitled to cast the vote for the Lot for the corporation shall be designated in a Certificate for this purpose, signed by the President or Vice President, attested to by the Secretary or Assistant Secretary of the corporation, and filed with the Secretary of the Association. The person designated in such Certificate who is entitled to cast the votes for a Lot shall also be known as a "voting member". If such a Certificate is not on file with the Secretary of the Association for a Lot owned by more than one person or by a corporation, the votes of the Lots concerned shall not be considered in determining the requirement for a quorum or for any purpose requiring the approval of a person entitled to cast the votes for the Lot. Such Certificates shall be valid until revoked or until superseded by a subsequent Certificate, or until a change in ownership of the Lot concerned. If a Lot is owned jointly by a husband and wife, the following three provisions are applicable thereto:

A. They may, but shall not be required to, designate a voting member.

B. If they do not designate a voting member and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting. (As previously provided, the votes of a Lot are not divisible.)

C. Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the votes, just as though he or she owned the Lot individually and without establishing the concurrence of the absent person.

Section 8. Waiver and Consent

Whenever the vote of members at a meeting is required or permitted by any provision of these By-Laws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if three-fourths (3/4) of the members who would have been entitled to vote upon the action if such meeting were held, shall consent, in writing, to such action being taken; however, notice of such action shall be given to all members.

Section 9. Adjourned Meeting

If any meeting or members cannot be organized because a quorum of voting members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

ARTICLE VI

FINANCES, ASSESSMENTS AND MAINTENANCE FEES

Section 1. Depositories

The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time upon resolution approved by the Board of Directors and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated by the said Board of Directors.

Section 2. Fiscal Year

The fiscal year of the Association shall begin on the first day of January of each year; provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America at such time as the Board of Directors deems it advisable.

Section 3. Determination of Assessment

A. The Board of Directors of the Association shall fix and determine from time to time the sums necessary and adequate for the expenses of the Association. Expenses shall include expenses for the operation, maintenance, repair, replacement, or taxes of Association property, utilities, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, and any other expenses designated from time to time by the Board of Directors of the Association. The Board is specifically empowered, on behalf of the Association, to make and collect assessments. Funds for the payment of expenses shall be assessed against the property owners equally in accordance with their ownership of Platted Lots. There shall be no assessment for Unplatted Lots. Said assessments shall be payable quarter-annually, by the fifteenth (15th) day of the second month of the quarter, in advance, unless otherwise ordered by the Board of Directors. Special assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular assessments and shall be payable in the manner determined by the Board of Directors.

B. When the Board of Directors, at the beginning of each year, has determined the amount of any assessment; the Treasurer of the Association shall mail or present to each Lot owner a statement of said Lot owner's assessment. The event of non-payment for a period of sixty (60) days after the statement date, or fifteen (15) days after the assessment due date shall constitute a lien and the Association shall proceed with filing a lien against the land.

C. The Board shall adopt a budget for each fiscal year that shall include the estimated funds required to defray expenses and to provide and maintain funds to cover current expenses, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds (except expenditures chargeable to reserves, to additional improvements, or to operations); betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional property that will be a part of the Association property reserves for depreciation; and operations, the amount of which may be to provide working funds or meet losses. Assessments for the first year (or pro rata portion thereof) of the operation of the Association shall be as set forth in a projected budget established by the Developer as the same may be amended from time to time.

D. The Association shall assume the cost for operation and maintenance of street lighting only after the builders and/or developers have paid for the complete installation cost and entered into a maintenance contract with Florida Power and Light Company, and after the Association has agreed to assume such contract.

Section 4. Co-Mingling of Funds

All sums collected by the Association from assessments may be co-mingled in a single fund belonging to the Association or another party, or it may be divided into more than one fund, as determined by the Board of Directors.

Section 5. Acceleration of Assessment Installments Upon Default

The Board of Directors shall have the power to collect assessments in monthly installments. If a property owner shall be in default in the payment of an installment upon any assessment, the Board may accelerate the remaining installments for the fiscal year upon notice thereof to the property owner and, thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice but not less than fifteen (15) days after delivery of or the mailing of such notice to the property owner.

Section 6. Lien

All property described in the area designated by the Articles, By-Laws and Declaration of Protective Covenants is hereby made subject to a lien and permanent charge in favor of the Association for annual assessments of charges, and all property hereafter made subject to this declaration shall automatically be subject to said Lien and permanent charge. Any and all of the assessments and charges, together with interest thereon at the rate of fifteen percent (15%) per annum while in default shall constitute a permanent charge upon and a continuing lien on the property to which such assessment relates and such permanent charge and lien shall bind such property in the hands of any and all persons.

In the event that any assessment shall not have been paid within thirty (30) days of the due date, the Treasurer of the Association shall send a delinquency notice by certified mail to the delinquent member. In the event that any assessment shall not have been paid within fifteen (15) days of the receipt of said delinquency notice, the Treasurer shall certify to the Board the name and address, as well as the amount in arrears, of the member. The Board shall then cause to be prepared, for execution by the President and Secretary of the Association, a Notice of Lien to be filed with the Clerk of the Circuit Court of Palm Beach County, Florida. When necessary, the receipt of payment of a delinquent assessment, a satisfaction of lien shall be executed and recorded. In the event that any assessment continues to remain in default for 30 days after filing Notice of Lien, the Association shall pursue its remedies at law or in equity to foreclose its lien in the same manner as provided in Chapter 85 of the Florida Statutes. In any proceeding to enforce such lien, the Association shall be entitled to recover its costs of the proceedings and such reasonable attorneys fees as may be determined by the Court.

ARTICLE VII

COMPLIANCE AND DEFAULT

Section 1. Violations

In the event of a violation (other than non-payment of assessments) by the property owner of any of the provisions of these By-Laws, of the Articles, or the Declaration, or any valid restrictive covenants recorded by plat or otherwise, the Association, by direction of its Board of Directors, may notify the property owner by written notice of said breach, transmitted by mail and if such violation shall continue for a period of thirty (30) days from the date of the notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional, inexcusable and material breach of the By-Laws, Articles or Declaration, and the Association may then, at its option, have the following elections:

- A. An action at law to recover damages on behalf of the Association or on behalf of the other property owners.
- B. An action in equity to enforce performance on the part of the property owner.
- C. An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Upon finding by the Court that the violation complained of is willful and deliberate, the property owner so violating shall reimburse the Association for reasonable attorneys' fees incurred by it in bringing such action. Failure on the part of the Association to maintain such action at law or in equity within thirty (30) days from date of a written request signed by a property owner sent to the Board of Directors, shall authorize any property owner to bring an action in equity or suit at law on account of the violation. Any violations which are deemed by the Board to be a hazard to public health may be corrected immediately as an emergency matter by the Association and the cost thereof shall be charged to the property owner as a specific item.

Section 2. Costs and Attorneys' Fees

In any proceeding arising because of an alleged default by a property owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the Court.

Section 3. No Waiver of Rights

The failure of the Association or of a property owner to enforce any right, provision, covenant or condition which may be granted by the plat or by any other valid restrictive covenant shall not constitute a waiver of the right of the Association or property owner to enforce such right, provision, covenant or condition of the future.

ARTICLE VIII

AMENDMENTS TO THE BY-LAWS

These By-Laws may be altered, amended or added to as follows:

1. By the majority vote of the Board of Directors, until such time that a transfer of control has been effected as stated in Section 2, Article II of these By-Laws.
2. By the property owners at a special meeting called for that purpose, provided:
 - a. Notice of the meeting shall contain a statement of the proposed amendment.
 - b. The amendment shall be approved by the affirmative vote of the voting members casting not less than three-fourths (3/4) of the total votes of the property owners.
 - c. A transfer of control has been effected.
 - d. No amendment shall take effect unless all of the above conditions are complied with.
3. Notwithstanding anything to the contrary hereinabove set forth, no amendment of these By-Laws which shall abridge, limit, amend or alter the right of the Mortgagee of any Purchase Money Mortgage as set forth in that Mortgage and in these By-Laws, may be adopted or become effective without the prior written consent of said Mortgagee.

ARTICLE IX

LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Association shall not relieve or release any such former owner or member from any liability or obligations incurred under or in any way connected to said property owner's ownership and membership or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

ARTICLE X

PARLIMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Articles of Incorporation or these By-Laws.

ARTICLE XI

RULES AND REGULATIONS

The Board of Directors may, from time to time, adopt or amend previously adopted administrative Rules and Regulations governing the details of the use and maintenance of properties within the area described in the Articles of Incorporation in order to insure compliance with the Declaration of Protective Covenants and with any requirements of the Plat or governmental bodies. A copy of the Rules and Regulations, if any, adopted from time to time, as herein provided, shall, from time to time, be sent to the members. If any irreconcilable conflict should arise or exist with respect to the interpretation of these By-Laws, the Articles of Incorporation or the Declaration of Protective Covenants, the latter shall prevail.

ARTICLE XII

INDEMNIFICATION

The Association shall indemnify any Director and/or Officer as provided for in the Articles of Incorporation. The Directors shall be authorized to purchase out of the assets of the Association Director's Liability Insurance.

ARTICLE XIII

LOSS OF PROPERTY

The Board of Directors shall not be liable or responsible for the destruction or the loss of or damage to the property of any member or the guest of any member, or visitor, or other person.

ARTICLE XIII

PARTIAL INVALIDITY

In the event that any of the terms, provisions or covenants of these By-Laws are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not effect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants held to be partially invalid or unenforceable.

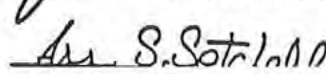
The foregoing were adopted as the By-Laws of WOODLAND CREEK HOME OWNER'S ASSOCIATION, INC., A Corporation Not For Profit established under the laws of the State of Florida, at the first meeting of the Board of Directors on the 26TH day of APRIL, 1983.

WOODLAND CREEK HOME OWNER'S ASSOCIATION, INC.

By:


Roy Ernst Weimer, President

Attest:



RETURN TO:
Robert P. FRITTS
5702 LAKE WORTH RD
LAKE WORTH, FL. 33463

ORB 5567 Pg 481

AMENDMENT NO. 1

TO THE BY-LAWS OF

WOODLAND CREEK HOME OWNER'S ASSOCIATION, INC.

WHEREAS, a majority of the Board of Directors desire to exercise their authority under Article VIII of the By-Laws of WOODLAND CREEK HOME OWNER'S ASSOCIATION, INC., to amend, by a majority vote of the Board of Directors, Article II, Section 2B.

NOW, THEREFORE, Article II, Section 2B is amended to read as follows:

B. Four years after the date of the first conveyance to an individual purchaser of a lot in PLAT III, members of the Association, other than the Developer or its successors and assigns, or builders, shall have the right to elect the majority of the Board of Directors. Provided, however, that PLAT III has been recorded and that there not be an outstanding purchase money mortgage.

IN WITNESS WHEREOF the Board has hereunto set its hand and seal by its Directors this 28 day of January, 1988.

WOODLAND CREEK HOME OWNER'S ASSOCIATION, INC.

Anthony M. Sambelli
WITNESS
[Signature]
WITNESS

Norman E. Williams
NORMAN E. WILLIAMS, PRESIDENT
Maryanne G. Bohatyritz
MARYANNE G. BOHATYRITZ, SECRETARY

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared the Board of Directors of WOODLAND CREEK HOME OWNER'S ASSOCIATION, INC., a Florida corporation, to me known and known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and seal this 28th day of January, 1988.

Virginia A. Harper
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Feb. 22, 1991



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

Robert P. Jantz
5702 LAKE WORTH RD
LAKE WORTH FL. 33463

FEB-08-1988 08:49am 88-032448

OR8 5567 Pg 482

AMENDMENT NO. 2

TO BY-LAWS OF

WOODLAND CREEK HOME OWNER'S ASSOCIATION, INC.

This Amendment No. 2 is made by the Board of Directors of the WOODLAND CREEK HOME OWNER'S ASSOCIATION, INC., hereinafter referred to as the Board pursuant to Article VIII, to amend by a majority vote of the Board of Directors, this 28th day of January, 1988.

WHEREAS, Article V, Section 5 of the By-Laws of WOODLAND CREEK HOME OWNER'S ASSOCIATION, INC., presently reads:

Section 5. Quorum

Persons having fifty percent (50%), plus one of the total votes of the Association shall constitute a quorum. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

WHEREAS, the Board wishes to amend Article V, Section 5 of the By-Laws of WOODLAND CREEK HOME OWNER'S ASSOCIATION, INC.

NOW, THEREFORE, the Board hereby amends its By-Laws with respect to Article V, Section 5 to read as follows:

Section 5. Quorum

Persons having thirty-three percent (33%), plus one of the total votes of the association shall constitute a quorum. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for purpose of determining a quorum.

IN WITNESS WHEREOF the Board has hereunto set its hand and seal by its Directors this 28th day of January, 1988.

WOODLAND CREEK HOME OWNER'S ASSOCIATION, INC.

Antonio M. Scicchilli
WITNESS
Robert P. Jantz
WITNESS

Norman E. Williams
NORMAN E. WILLIAMS, PRESIDENT
Maryanne G. Bohatyritz
MARYANNE G. BOHATYRITZ, SECRETARY

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared the Board of Directors of WOODLAND CREEK HOME OWNER'S ASSOCIATION, INC., a Florida corporation, to me known and known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and seal this 28th day of January, 1988.

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

Virginia A. Harper
NOTARY PUBLIC



~~The Board may, by resolution passed by a majority of the whole Board, designate an executive committee to consist of two or more of the Directors of the Association, which, to the extent provided in said resolution, shall have and may exercise the powers of the Board in the management of the business and affairs of the Association to be affixed to all papers which may require seal, provided the said resolution shall so provide. The executive committee shall keep regular minutes of its proceedings and report the same to the Board when required.~~

ARTICLE II (Board of Directors - Section 10 - Regular Meeting) is hereby amended as follows:

The Board shall meet for the transaction of business at such place as may be designated from time to time. Meetings for the MEMBERSHIP shall be considered legal meetings with a QUORUM of 23 (47 people) in attendance.

ARTICLE II (Board of Directors - Section 12 - Quorum) is hereby amended as follows:

At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business and the acts of the majority of the Directors present at such meetings at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting, ~~from time to time. At each such adjourned meeting, any business which might have been transacted at the meeting, originally called, may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.~~

ARTICLE II (Board of Directors - Section 14 - Powers and Duties - Paragraph A) is hereby amended as follows:

To make, levy and collect assessments against members and members' lots to defray the costs of the Association, and to use the proceeds of said assessments in the exercise of the powers and duties granted to the Association. However, the Board shall not increase homeowner's dues or make special assessments against homeowners unless presented to homeowners at a duly noticed legal meeting held for that purpose. Members are to be given 14 days notice of the time and date to vote on the proposed dues increase or special assessment and the vote shall be carried by a majority of the members voting in attendance, (50% plus one).

AMENDMENT OF ARTICLE III OF THE BYLAWS OF
WOODLAND CREEK HOMEOWNER'S ASSOCIATION, INC.

(underlining indicates addition; "----" indicates deletion)

ARTICLE III (Officers - Section 9 - First Officers) is hereby amended as follows:

~~The Officers of the Association who shall hold office and serve until the first election of officers by the first Board of Directors of the Association pursuant to the terms of these By-Laws are as follows:~~

- President-----Rolf Ernst-Weimer
- Vice-President-----Ann-Sr.-Setshell
- Secretary/Treasurer---Wm-David-Gallone

AMENDMENT OF ARTICLE IV OF THE BYLAWS OF
WOODLAND CREEK HOMEOWNER'S ASSOCIATION, INC.

(underlining indicates addition; "----" indicates deletion)

ARTICLE IV (Architectural Review Committee - Section 3) is hereby amended as follows:

~~The members of the first Ar-R-Gr were elected as follows:~~
By the Declarant ~~W. David Gallone~~
By the Association ~~Reif Ernst Weimer~~
Ann S. Sebehl

AMENDMENT OF ARTICLE V OF THE BYLAWS OF
WOODLAND CREEK HOMEOWNER'S ASSOCIATION, INC.

(underlining indicates addition; "----" indicates deletion)

ARTICLE V (Proxy - Section 4) is hereby amended as follows:

Subject to the qualifications hereafter specified, every member may cast one vote either in person or by proxy, for each Lot for which the individual or corporation is a member. There shall be one vote for each Lot and a member may be entitled correspondingly to more than one membership or vote. The Proxy, other than a general proxy, shall be valid for the particular meeting designated thereon only and must be filed with the Secretary before the appointed time of the meeting. A proxy vote is acceptable to amend By-Laws, Articles of Incorporation and Covenants and Declarations as long as the amendments have been provided to the members at least thirty (30) days prior to the scheduled meeting.

ARTICLE V (Quorum - Section 5) is hereby amended as follows:

At duly noticed meetings, 33% of homeowners present (47 people) will constitute a legal meeting for purposes of QUORUM. Persons having fifty percent (50%), plus one of the total votes of the Association shall constitute a quorum of the members present at the meeting shall constitute a quorum for purposes of majority rule. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

AMENDMENT OF ARTICLE VI OF THE BYLAWS OF
WOODLAND CREEK HOMEOWNER'S ASSOCIATION, INC.

(underlining indicates addition; "----" indicates deletion)

ARTICLE VI (Finances, Assessments and Maintenance Fees - Section 3 - Determination of Assessment) is hereby amended as follows:

~~A. The Board of Directors of the Association shall fix and determine from time to time the sums necessary and adequate for the expenses of the Association. Expenses shall include expenses for the operation, maintenance, repair, replacement, or taxes of the Association property, utilities, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, and any other expenses designated from time to time by the Board of Directors of the Association. The Board is specifically empowered, on behalf of the Association, to make and collect assessments. Funds for the payment of expenses shall be assessed against the property owners equally in accordance with their ownership of Platted Lots. There shall be no assessment for~~

~~Unplatted Lots, Said assessments shall be payable quarter annually, by the fifteenth (15) day of the second month of the quarter, in advance, unless otherwise ordered by the Board of Directors. Special assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular assessments and shall be payable in the manner determined by the Board of Directors.~~

A. HOMEOWNER'S DUES - The Board of Directors of the Association shall determine dues necessary and adequate for the expenses of operating the Association. Said expenses shall include operating expenses, maintenance, repair, taxes, utilities, insurance premiums and expenses relating thereto, including liability, fire insurance and extended coverage. The Board is specifically empowered to collect said assessments and they shall be due the first day of each quarter and shall be delinquent and considered late on the fifteenth day of the second month of the Quarter. (Delinquent dates are February 15, May 15, August 15 and November 15.)

~~B. When the Board of Directors, at the beginning of each year, has determined the amount of any assessment, the Treasurer of the Association shall mail or present to each Lot owner a statement of said Lot owner's assessment. The event of non-payment for a period of sixty (60) days after the statement date, or fifteen (15) days after the assessment due date shall constitute a lien and the Association shall proceed with filing a lien against the land.~~

B. BUDGET - The Board shall adopt a budget for each fiscal year to include estimated funds required to defray expenses of operating the Association as listed in Paragraph A above, plus a reasonable allowance for contingencies and working funds and present the Budget at the Annual Meeting. SPECIAL ASSESSMENTS for CAPITAL IMPROVEMENTS or any increase in homeowners dues greater than funds necessary for the normal operation of the Association, shall be presented to the Homeowners for approval at a duly noticed meeting of which 50%, plus one, of the vote shall constitute a majority.

~~C. The Board shall adopt a budget for each fiscal year that shall include the estimated funds required to defray expenses and to provide and maintain funds to cover current expenses, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds (except expenditures chargeable to reserves, to additional improvements, or to operations), for additional improvements or additional property that will be a part of the Association property reserves for depreciation and operations, the amount of which may be to provide working funds or meet losses. Assessments for the first year (or pro-rata portion thereof) of the operation of the Association shall be as set forth in a projected budget established by the Developer as the same may be amended from time to time.~~

~~D. The Association shall assume the cost for operation and maintenance of street lighting only after the builders and/or developers have paid for the complete installation cost and entered into a maintenance contract with Florida Power and Light Company, and after the Association has agreed to assume such contract.~~

AMENDMENT OF ARTICLE VIII OF THE BYLAWS OF
WOODLAND CREEK HOMEOWNER'S ASSOCIATION, INC.

(underlining indicates addition; "----" indicates deletion)

ARTICLE VIII (Amendments to the By-Laws) is hereby amended as follows:

These By-Laws may be altered, amended or added to as follows:

1. ~~By the majority vote of the Board of Directors, until such time that a transfer of control has been effected as stated in Section 2, Article II of these By-Laws~~ By petition of 50% plus one, of property owners (71 homeowners) submitted to the Board of Directors.

2. By the property owners at a special meeting called for that purpose, provided:

a. Notice of the meeting shall contain a statement of the proposed amendment, and homeowners have been provided a reasonable time to review the said amendments.

b. The amendment shall be approved by the affirmative vote of the voting members casting not less than ~~three-fourths (3/4)~~ fifty percent (50%), plus one of the total votes of the property owners eligible to vote.

~~or a transfer of control has been effected.~~

c. (formerly d.) No amendment shall take effect unless all of the above conditions are complied with.

3. Notwithstanding anything to the contrary hereinabove set forth, no amendment of these By-laws which shall abridge, limit, amend or alter the right of the Mortgagee of any Purchase Money Mortgage as set forth in that Mortgage and in these By-Laws, may be adopted or become effective without the prior written consent of said Mortgagee.

WOODLAND CREEK HOMEOWNER'S ASSOCIATION INC., a Florida not-for-profit corporation

Eugene O. Fry
print EUGENE O. FRY

BY: Frank Crook, President
FRANK CROOK, President

Frank A. Surman
print FRANK A. SURMAN

BY: George Kent
GEORGE KENT, Vice-President

Linda Dipree
print Linda Dipree

Helen Hilston
print Helen Hilston

Deidre Alkire
print Deidre Alkire

BY: Ronald Davis, Secretary
RONALD DAVIS, Secretary

Nancy Adams
print Nancy S. Adams

Ann Barry
print ANN BARRY

BY: Carol Gordon, Treasurer
CAROL GORDON, Treasurer

Frances Thomas
print Frances Thomas

12,12/wood6

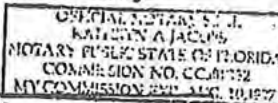
STATE OF FLORIDA)
ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 3rd day of October, 1993, by FRANK CROOK as President of Woodland Creek Homeowner's Association, Inc. a Florida not-for-profit corporation, on behalf of the same. He or she is personally known to me or has produced _____ as identification and did (did not) take an oath.

Sign: Kathryn Jacobs

Print: Kathryn Jacobs
Notary Public
State of Florida at Large

(SEAL)



Serial Number: _____
My commission expires: _____

STATE OF FLORIDA)
ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 8th day of Oct, 1993, by GEORGE KENT, as Vice-President of Woodland Creek Homeowner's Association, Inc. a Florida not-for-profit corporation, on behalf of the same. He or she is personally known to me or has produced El Duviclic as identification and did (did not) take an oath.

Sign: Donna L. Dougherty

Print: Donna L. Dougherty
Notary Public
State of Florida at Large

(SEAL)



Serial Number: CC 01751
My commission expires: 10/18/94

STATE OF FLORIDA)
ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 5th day of Oct, 1993, by RONALD DAVIS, as Secretary of Woodland Creek Homeowner's Association, Inc., a Florida not-for-profit corporation, on behalf of the same. He or she is personally known to me or has produced _____ as identification and did (did not) take an oath.

Sign: Angel L. Campbell

Print: Angel L. Campbell
Notary Public
State of Florida at Large

(SEAL)



Serial Number: _____
My commission expires: May 23, 1997

ORB 7936 Pg 477
RECORD VERIFIED DOROTHY H MILNEN
CLERK OF THE COURT - PB COUNTY, FL

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

The foregoing instrument was acknowledged before me this 14th day of October, 1993, by CAROL GORDON, as Treasurer of Woodland Creek Homeowner's Association, Inc., a Florida not-for-profit corporation, on behalf of the same. He or she is personally known to me or has produced N/A as identification and did (did not) take an oath.

Sign: [Signature]
Print: Marlene K. Hickey
Notary Public
State of Florida at Large

(SEAL)

Serial Number: 00000
My commission expires: NOV 20, 1998
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. NOV 20, 1998
BONDED FROM DECEMBER 1993

