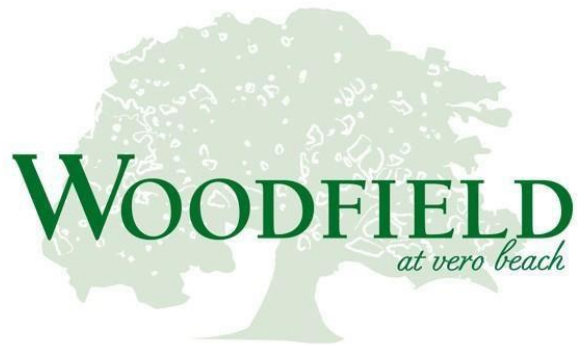


**DECLARATION  
FOR  
WOODFIELD**



# DECLARATION FOR WOODFIELD

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Exhibit 1 – Articles of Incorporation

Exhibit 2 – By-Laws

## DECLARATION FOR WOODFIELD

THIS DECLARATION FOR WOODFIELD ("Declaration") is made by Woodfield Property Owners Association, Inc. ("Woodfield POA"), a Florida not-for-profit corporation ("Association").

### R E C I T A L S

- A.** Woodfield POA is the owner of the real property in Indian River County, Florida, more particularly described in Section 21.6.
- B.** Woodfield POA desires to subject Woodfield to the covenants, conditions, and restrictions contained in this Declaration.
- C.** This Declaration is a covenant running with all of the land comprising Woodfield, and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this Declaration;

Now therefore, in consideration of the premises and mutual covenants contained in this Declaration, Woodfield POA hereby declares that every portion of Woodfield is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, charges and liens hereinafter set forth.

**1** **Recitals.** The foregoing Recitals are true and correct and are incorporated into and form a part of this Declaration.

**2** **Definitions.** In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meanings:

"**ACC**" shall mean the Architectural Control Committee for Woodfield established pursuant to Section 16.1 hereof.

"**Access Control System**" shall mean any system intended to control access and/or enhance the welfare of Woodfield.

"**Act**" shall have the meaning set forth in Section 20.1 hereof.

"**Articles**" shall mean the Articles of Incorporation of Woodfield POA filed with the Florida Secretary of State in the form attached hereto as Exhibit 1 and made a part hereof, as amended from time to time.

"**Assessments**" shall mean any assessments made in accordance with this Declaration and as further defined in Section 14.1 hereof.

"**Association**" shall mean the Woodfield Property Owners Association (Woodfield POA), Inc., its successors and assigns.

"**Board**" shall mean the Board of Directors of Woodfield POA

"**By-Laws**" shall mean the By-Laws of Woodfield POA in the form attached hereto as Exhibit 2 and made a part hereof, as amended from time to time.

**"Cable Services"** shall mean "basic service tier" as described in Section 623(b)(7)(A) of the Cable Television Consumer Protection Act of 1992, video programming services offered on a per-channel or per-program basis, video programming services offered in addition to basic service tier, any method of delivering video programming to Homes including, without limitation, interactive video programming, and any channel recognized in the industry as premium including, without limitation, HBO, Showtime, Disney, Cinemax and the Movie Channel. By way of example, and not of limitation, the term Cable Services may include cable television, individual satellite dishes, satellite master antenna television, multipoint distribution systems, video dial tone, open video system or any combination thereof.

**"Clubhouse"** shall mean the Woodfield Clubhouse and all associated recreational facilities.

**"Common Areas"** shall mean all real property interests and personality within Woodfield designated as Common Areas from time to time by Plat or recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to the common use and enjoyment of the Owners within Woodfield. The Common Areas may include, without limitation, open space areas, clubhouse, recreational facilities, a gatehouse, electronic gates and/or barrier arms, lift stations, internal buffers, perimeter buffers or landscape easement areas, entrance features, fountains, private roads, fitness trails, improvements, easement areas owned by others, additions, irrigation pumps, irrigation areas, irrigation lines, Preserves, lakes, wetlands, community monitoring system, the Surface Water Management System, sidewalks, parking areas, lights, perimeter walls, commonly used utility facilities, signage, and landscaping within property owned by Woodfield POA. The Common Areas do not include any portion of a Home.

**"Community Standards"** shall mean such standards of conduct, maintenance or other activity, if any, established by the ACC pursuant to Section 16.3 hereof.

**"Conservation Easement"** shall mean the buffer adjacent to any preserve, upland preserve, wetland, and wetland preserve or wetland mitigation area. The buffer has the same restrictions as the preserve area as required by SJRWMD.

**"Contractors"** shall have the meaning set forth in Section 16.10.2 hereof.

**"County"** shall mean Indian River County, Florida.

**"Data Transmission Services"** shall mean (i) internet access services and (ii) enhanced services as defined in Section 64.702 of Title 47 of the Code of Federal Regulations, as amended from time to time, and without regard to whether the transmission facilities are used in interstate commerce.

**"Declaration"** shall mean this Declaration together with all amendments and modifications thereof.

**"Easement Area"** shall mean any and all easements recorded in the Public Records of the County within the Common Areas or any Owner's Lot. Easement Areas shall include



without limitation, easements for ingress and egress, utility easements, Telecommunications Systems easements, easements herein granted to the SJRWMD for construction, operation, and/or maintenance of the Surface Water Management System, any and all easement granted in this Declaration, and any and all easements reflected in the Plat.

**"Federal Communications Commission"** (FCC) shall have the meaning set forth in Section 11.36 hereof.

**"Home"** shall mean each residential single family home and appurtenances thereto constructed within Woodfield. A Home shall include, without limitation, Villa Home(s) and Single Family Home(s). The term Home may not reflect the same division of property as reflected on a Plat. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy for such residence; provided, however, the subsequent loss of such Certificate of Occupancy (e.g., by casualty or remodeling) shall not affect the status of a Home, or the obligation of Owner to pay Assessments with respect to such Home. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home.

**"Indemnified Parties"** shall have the meaning set forth in Section 7.3.6 hereof.

**"Individual Assessments"** shall have the meaning set forth in Section 14.2.5 hereof.

**"Lake Slope Maintenance Standards"** shall have the meaning set forth in Section 11.22 hereof.

**"Lender"** shall mean the institutional and licensed holder of a first mortgage encumbering a Parcel, Lot, or Home or by assignment of an existing mortgage.

**"Lessee"** shall mean the lessee named in any written lease respecting a Home who is legally entitled to possession of any rental Home within Woodfield.

**"Losses"** shall have the meaning set forth in Section 7.3.6 hereof.

**"Lot"** shall mean any platted residential lot shown on a Plat.

**"Monthly Assessments"** shall have the meaning set forth in Section 14.2.1 hereof.

**"National Flood Insurance Program"** (NFIP) shall have the meaning set forth in Section 12.1

**"Operating Costs"** shall mean all costs and expenses of Woodfield POA and the Common Areas including, without limitation, all of the costs of ownership; operation; administration; and all amounts payable by Woodfield POA.

**"Owner"** shall mean the record owner (whether one or more persons or entities) of fee simple title to any Home.

**"Parcel"** shall mean any portion of Woodfield upon which one or more Homes may be constructed, a platted or unplatted lot, tract, unit, or other subdivision of real property upon which a Home has been, or will be, constructed. Once improved, the term Parcel

shall include all improvements thereon and appurtenances thereto. The term Parcel, as used herein, may include more than one Home.

**"Party Roof"** shall mean any roof built as part of the original construction of two or more Homes, which Homes are connected by one or more Party Walls.

**"Party Wall"** shall mean any fence or wall built as part of the original construction of two or more Homes which is placed on the dividing line or platted lot line between such Homes.

**"Permit"** shall mean the permit issued by the SJRWMD.

**"Plat"** shall mean any plat of any portion of Woodfield filed in the Public Records, as the same may be amended by Woodfield POA, from time to time.

**"Private Residence"** shall mean the structure of a Single Family Home or Villa Home.

**"Public Records"** shall mean the Public Records of Indian River County, Florida.

**"Required Demolition"** shall have the meaning set forth in Section 12.5.2 hereof.

**"Required Repair"** shall have the meaning set forth in Section 12.5.2 hereof.

**"Resale Contribution"** shall have the meaning set forth in Section 14.12 hereof.

**"Reserves"** shall have the meaning set forth in Section 14.2.4 hereof.

**"Rules and Regulations"** shall mean collectively the Rules and Regulations governing Woodfield as adopted by the Board from time to time.

**"Single Family Home"** shall mean each free standing single family home within Woodfield.

**"SJRWMD"** shall mean the St. John's River Water Management District.

**"Special Assessments"** shall mean those Assessments more particularly described as Special Assessments in Section 14.2.2 hereof.

**"Surface Water Management Systems"** shall mean the collection of devices, improvements, or natural systems which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges. This term includes exfiltration trenches, wetland areas, lakes, mitigation areas, wet and dry retention areas, canals, storm drains, water management areas, ditches, culverts, structures, dams, impoundments, reservoirs, drainage maintenance easements and those works defined in Section 373.403(1)-(5) of the Florida Statutes. The Surface Water Management System includes those works authorized by SJRWMD pursuant to the Permit.

**"Telecommunications Provider"** shall mean any party contracting with Woodfield POA to provide Owners with one or more Telecommunications Services. With respect to any particular Telecommunications Services, there may be one or more Telecommunications

Providers. By way of example, with respect to Data Transmission Services, one Telecommunications Provider may provide Woodfield POA such service while another may own, maintain, and service the Telecommunications Systems which allow delivery of such Data Transmission Services.

**"Telecommunications Services"** shall mean delivered entertainment services; all services that are typically and in the future identified as telecommunication services; Telephony Services; Cable Services; and Data Transmission Services. Without limiting the foregoing, such Telecommunications Services include the development, promotion, marketing, advertisement, provision, distribution, maintenance, transmission, and servicing of any of the foregoing services. The term Telecommunications Services is to be construed as broadly as possible.

**"Telecommunications Systems"** shall mean all facilities, items and methods required and/or used in order to provide Telecommunications Services to Woodfield. Without limiting the foregoing, Telecommunications Systems may include wires (fiber optic or other material), conduits, passive and active electronic equipment, pipes, pedestals, wireless cell sites, computers, modems, satellite antenna sites, transmission facilities, amplifiers, junction boxes, trunk distribution, feeder cables, lock boxes, taps, drop cables, related apparatus, converters, connections, head-end antennas, earth stations, appurtenant devices, network facilities necessary and appropriate to support provision of local exchange services and/or any other item appropriate or necessary to support provision of Telecommunications Services. Ownership and/or control of all or a portion of any part of the Telecommunications Services may be bifurcated among network distribution architecture, system head-end equipment, and appurtenant devices (e.g., individual adjustable digital units).

**"Telephony Services"** shall mean local exchange services provided by a certified local exchange carrier or alternative local exchange company, intraLATA and interLATA voice telephony and data transmission.

**"Title Documents"** shall have the meaning set forth in Section 21.6 hereof.

**"Villa Building"** shall mean a single structure containing multiple Homes in which the Homes are separated by Party Walls.

**"Villa Home"** shall mean each Home within Woodfield which is part of a Villa Building.

**"Use Fees"** shall have the meaning set forth in Section 14.2.3 hereof.

**"Violations Committee"** shall have the meaning set forth in Section 17.8.2 hereof.

**"Wetlands and Mitigation Areas"** shall have the meaning set forth in Section 11.49 hereof.

**"Woodfield"** shall mean all of the real property described in Section 21.6 and shall include the Common Areas, each Home, each Parcel, Lot, tract, unit or other subdivision of real property, the property encompassed by the Permit, subject to additions and deletions thereto as permitted pursuant to the terms of this Declaration.

**"Woodfield POA Documents"** shall mean this Declaration, the Articles, the By- Laws, the Rules and Regulations, and the Community Standards, as amended from time to time.

### **3 Amendment**

**3.1 General Restrictions on Amendments.** No amendment shall alter the provisions of this Declaration benefiting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained. All amendments must comply with Section 8.9 which benefits the SJRWMD. No amendment shall be effective until it is recorded in the Public Records.

**3.2 No Vested Rights.** Each Owner by acceptance of a deed to a Home irrevocably waives any claim that such Owner has any vested rights pursuant to case law or statute with respect to this Declaration or any of the other Woodfield POA Documents. It is expressly intended that Woodfield POA have the unfettered right to amend this Declaration and the other Woodfield POA Documents except as expressly set forth herein.

**3.3 Amendment Requirements.** Subject to the general restrictions on amendments set forth above, this Declaration may be amended with the approval of (i) a majority of the Board; and (ii) sixty-six and two-thirds percent (66 2/3%) of all the votes present (in person, by absentee ballot, electronic ballot or by proxy) at a duly noticed meeting of the members of Woodfield POA at which there is a quorum of members (see By-Laws section 3.5).

### **4 Annexation and Withdrawal.**

**4.1 Annexation by Woodfield POA.** Subject to applicable governmental approvals (if any), additional lands may be annexed with the approval of (i) sixty-six and two-thirds percent (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of all of the votes present (in person, by absentee ballot, or by proxy) at a duly noticed meeting of the members of Woodfield POA at which there is a quorum.

**4.2 Withdrawal.** Woodfield POA shall have no right to withdraw land from Woodfield.

### **5 Dissolution.**

**5.1 Generally.** In the event of the dissolution of Woodfield POA without reinstatement within thirty (30) days, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Woodfield POA and to manage the Common Areas in the place and stead of Woodfield POA, and to make of such provisions as may be necessary for the continued management of the affairs of the dissolved Woodfield POA. In the event Woodfield POA is dissolved, and any portion of the Surface Water Management System is part of the Common Areas, the Surface Water Management System shall be conveyed to an appropriate agency of local government, and that if not accepted, then the Surface Water Management System shall be dedicated to a similar non-profit corporation.

**5.2 Applicability of Declaration after Dissolution.** In the event of dissolution of Woodfield POA, Woodfield and each Home therein shall continue to be subject to the provisions of this Declaration, including, without limitation, the provisions respecting Assessments. Each Owner shall continue to be personally obligated to the successors or assigns of Woodfield POA for Assessments to the extent that Assessments are required to enable the successors or assigns of Woodfield POA to properly maintain, operate and preserve the Common Areas. The provisions of this Section shall only apply with regard to the maintenance, operation, and preservation of those portions of Woodfield which had been Common Areas and continue to be so used for the common use and enjoyment of the Owners.

**6 Binding Effect and Membership.**

**6.1 Term.** This Declaration and all covenants, conditions and restrictions contained in this Declaration are equitable servitudes, perpetual and run with the land. Each Owner, by acceptance of a deed to a Home or Lot, and any person claiming by, through or under such Owner agrees to be subject to the provisions of this Declaration and irrevocably waives any right to deny, and any claim, that this Declaration and all covenants, conditions and restrictions contained in this Declaration are not enforceable under the Marketable Record Title Act, Chapter 712 of the Florida Statutes. It is expressly intended that the Marketable Record Title Act will not operate to extinguish any encumbrance placed on Woodfield by this Declaration. It is further expressly intended that no refileing or notice of preservation is necessary to continue the applicability of this Declaration and the applicability of all covenants, conditions, and restrictions contained in this Declaration.

**6.2 Transfer.** The transfer of the fee simple title to a Home, whether voluntary or by operation of law, terminating the Owner's title to that Home shall terminate the Owner's rights to the use of and enjoyment of the Common Areas as it pertains to that Home and shall terminate such Owner's membership in Woodfield POA. An Owner's rights and privileges under this Declaration are not assignable separately from a Home. The Owner of each Home is entitled to the benefits of, and is burdened with the duties and responsibilities set forth in, the provisions of this Declaration. All parties acquiring any right, title and interest in and to any Home shall be fully bound by the provisions of this Declaration. In no event shall any Owner acquire any rights that are greater than the rights granted to, and limitations placed upon its predecessor in title pursuant to the provisions of this Declaration. In the event that any Owner desires to sell or otherwise transfer title of his or her Home, such Owner shall give the Board at least fourteen (14) days prior written notice of the name and address of the purchaser or transferee, the date on which such transfer of title is to take place, and such other information as the Board may reasonably require. The transferor shall remain jointly and severally liable with the transferee for all obligations of the Owner and the Home pursuant to this Declaration including, without limitation, payment of all Assessments accruing prior to the date of transfer. Until written notice is received as provided in this Section, the transferor and transferee shall be jointly and severally liable for Assessment accruing subsequent to the date of transfer. In the event that upon the conveyance of a Home an Owner fails in the deed of conveyance to reference the imposition of this Declaration on the Home, the transferring Owner shall remain liable for Assessments accruing on the Home from and after the date of conveyance.

**6.3 Membership.** Upon acceptance of title to a Home, and as more fully provided in the Articles and By-Laws, each Owner (or his or her Lessee, if applicable) shall be a member of Woodfield POA. Membership rights are governed by the provisions of this Declaration, the deed to a Home, the Articles and By-Laws. Membership shall be an appurtenance to and may not be separated from, the ownership of a Home.

**6.4 Ownership by Entity.** In the event that an Owner is other than a natural person, that Owner shall, prior to occupancy of the Home, designate one or more persons who are to be the occupants of the Home and register such persons with Woodfield POA. All provisions of this Declaration and the other Woodfield POA Documents shall apply to both such Owner and the designated occupants.

**6.5 Voting Interests.** Notwithstanding anything to the contrary set forth herein, all votes of the Members set forth in the Declaration, Articles, and Bylaws may be made in person, by absentee ballot, electronic ballot or by proxy to the extent deemed appropriate by the Woodfield POA.

**6.6 Document Recordation by Owners Prohibited.** Neither Woodfield POA nor any Owner, nor group of Owners, may record any documents which, in any way, affect or restrict the rights of or conflict with the provisions of this Declaration or the other Woodfield POA Documents.

**6.7 Conflicts.** In the event of any conflict among this Declaration, the Articles, the By-Laws, or any of the other Woodfield POA Documents, this Declaration shall control.

## **7 Operation of Common Areas.**

**7.1 Form of Common Area Deed.** Each deed of the Common Areas shall be subject to the following provisions: a perpetual nonexclusive easement in favor of governmental agencies for the maintenance and repair of existing road, speed and directional signs, if any; matters reflected in the plat(s) of Woodfield and all restrictions, easements, covenants and other matters of record.

**7.2 Destruction of the Clubhouse by Casualty.** In the event the clubhouse and or its associated recreational facilities are damaged either partially or totally by fire, windstorm or any other casualty, Woodfield POA is mandated to use any and all insurance or liability proceeds to repair and reconstruct the damaged facilities and return them substantially to the state they were in prior to the destructive event. Notwithstanding the forgoing, Woodfield POA may, at its discretion add enhancements or modifications to the facilities which are deemed appropriate by a majority vote of Woodfield POA Board.

### **7.3 Use.**

**7.3.1 General Use.** The Common Areas shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities, and corporations entitled to use the Common Areas.

**7.3.2 Right to Allow Use.** Woodfield POA may enter into easement agreements or other use agreements whereby the Owners, Telecommunications Providers, and/or Woodfield POA and/or others may obtain the use, or other rights regarding certain

property, for certain specified purposes. Woodfield POA may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Costs. Any such agreement shall require the approval of the majority of the Board of Directors, which consent shall not be unreasonably withheld or delayed.

**7.3.3 Obstruction of Common Areas.** No portion of the Common Areas may be obstructed, encumbered, or used by Owners for any purpose other than as permitted by Woodfield POA.

**7.3.4 Waterbodies.** By acceptance of a deed to a Home or Lot, each Owner acknowledges that the water levels of all waterbodies may vary. There is no guarantee by Woodfield POA that water levels will be constant or aesthetically pleasing at any particular time; at times, water levels may be nonexistent. Woodfield POA shall not be obligated to erect fences, gates or walls around or adjacent to any waterbody or fountain within or adjacent to Woodfield. No fence or other structure may be placed within any lake maintenance easement. Swimming, boating and fishing are not be permitted in any waterbody. No private docks may be erected within any waterbody forming part of the Common Areas.

**7.3.5 Assumption of Risk.** Without limiting any other provision herein, each person within any portion of the Common Areas accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupancy of any portion of Woodfield (e.g., the Common Areas) including, without limitation: (a) noise from maintenance equipment; (b) use of pesticides, herbicides and fertilizers; (c) view restrictions caused by maturation of trees and shrubbery; (d) reduction in privacy caused by the removal or pruning of shrubbery or trees within Woodfield and; (e) design of any portion of Woodfield. Each such person also expressly indemnifies and agrees to hold harmless Woodfield POA, directors, representatives and officers, from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas, including for attorneys' fees, paraprofessional fees, and costs, pre-trial and at all levels of proceedings, including appeals. Without limiting the foregoing, all persons using the Common Areas including, without limitation, any pool, all waterbodies, lakes, pools or areas adjacent to a lake, do so at their own risk. By acceptance of a deed, each Owner acknowledges that the Common Areas may contain wildlife such as alligators, dogs, raccoons, snakes, ducks, deer, swine, turkeys, and foxes. Woodfield POA shall have no responsibility for monitoring such wildlife or notifying Owners, resident or other persons of the presence of such wildlife. Each Owner, resident, family, guests and invitees are responsible for their own safety.

**7.3.6 Owner's Obligation to Indemnify.** Each Owner agrees to indemnify and hold harmless Woodfield POA and its directors (collectively, "Indemnified Parties") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas including, without limitation, use of the waterbodies within Woodfield by Owners, and their guests, family members, invitees, or agents, or the interpretation of this Declaration and/or exhibits attached hereto and/or from any act or

omission of Woodfield POA, or of any of the Indemnified Parties. Should any Owner bring suit against Woodfield POA, or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals.

**7.4 Rules and Regulations.** Woodfield POA shall have the right to adopt Rules and Regulations governing the use of the Common Areas of Woodfield. The Rules and Regulations shall be recorded in the Public Records. The Common Areas shall be used in accordance with this Declaration and Rules and Regulations promulgated hereunder.

**7.5 Default by Another Owner.** No default by any Owner in the performance of the covenants and promises contained in this Declaration or by any person using the Common Areas or any other act of omission by any of them shall be construed or considered: (a) a breach by Woodfield POA or a non-defaulting Owner or other person or entity of any of their promises or covenants in this Declaration; or (b) an actual, implied or constructive dispossession of another Owner from the Common Areas; or (c) an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

**7.6 Water Transmission, Sewer Collection Facilities, Distribution Facilities, Easement, and Repair.** Woodfield POA hereby grants and conveys to County, its successors and assigns, the non-exclusive right, privilege and easement to construct, re-construct, lay, install, operate, maintain, relocate, repair, replace, improve and inspect water transmission and distribution facilities and sewer collection facilities and all appurtenances thereto, and all appurtenant equipment, with the full right of ingress thereto and egress therefrom, within Woodfield (excluding such facilities located inside a Private Residence) in accordance with plans approved by Woodfield POA. Certain water transmission and distribution facilities and sewer collection facilities may be covered with decorative brick pavers that conform to County regulations in the course of construction of Homes and Common Areas, as and to the extent permitted under the terms of this Declaration. In the event County or any of its subdivisions, agencies, and/or divisions shall damage any pavers as a result of construction, repair or maintenance operations of the water and/or sewer facilities or the County's use of its easement rights granted in this Section, then Woodfield POA shall replace or repair such damage.

## **8 Maintenance by Woodfield POA.**

**8.1 Common Areas Landscaping.** Except as otherwise specifically provided in this Declaration, Woodfield POA shall at all times maintain, repair, replace and insure the Common Areas, and all improvements placed thereon including, without limitation, all Common Area landscaping and irrigation. Such costs will be part of operating expense shared equally by all Home Owners.

### **8.2 Home Areas Landscaping.**

**8.2.1** Woodfield POA shall cut and edge the lawn, trim the short trees and shrubs, and fertilize and do weed control to the lawn and plant beds of each Home. Mulch applications will be determined by the Woodfield POA. The total cost of the Home portion of



the contracts for the specified landscape maintenance shall be apportioned based upon two categories of dwellings: Villa Homes = twenty five percent (25% shared equally by 144 Villa Homes) and Single Family Homes = seventy five percent (75% shared equally by 290 Single Family Homes) of the total Home landscaping Assessment.

**8.2.2** Woodfield POA shall trim the tall trees. For all original plantings, excluding Owner installed additions or changes, dead or diseased trees, shrubs, and sod will be replaced as determined by the Woodfield POA.

**8.3 Painting and Pressure Washing.** Woodfield POA shall be responsible for painting of the buildings and cleaning of the exterior walls, roofs, and gutters of all Villa Buildings. At such time as any Villa Buildings are painted or the exterior walls, roofs or gutters are cleaned by Woodfield POA, the Owners within such Villa Buildings will be Individually Assessed for the costs of the same.

**8.4 Street Lighting.** Woodfield POA shall at all times maintain, repair, and replace any street lighting located within Woodfield, including but not limited to, street lighting which lies throughout the Common Areas and Lots.

**8.5 Irrigation and Sprinkler Systems.** Woodfield POA shall at all times maintain, repair, and replace the irrigation and sprinkler systems throughout the Common Areas and Lots.

**8.6 Private Roads.** All roads which are privately owned shall be maintained by Woodfield POA.

**8.7 Public Roads.** It is possible that Woodfield POA may maintain the medians and swales of all public roads pursuant to an agreement with the appropriate governmental entities. The costs of such maintenance by Woodfield POA shall be Operating Costs.

**8.8 Perimeter Fencing, Walls, and Common Area Walls.** Woodfield POA shall be responsible for maintaining any perimeter and/or common area walls of Woodfield even if such walls lie within one or more Lots.

**8.9 Surface Water Management System.** To the extent the Surface Water Management System is not maintained by County, SJRWMD, or other entity, Woodfield POA shall maintain, repair, replace and insure the same and comply with all SJRWMD permits and requirements.

**8.9.1 Duty to Maintain Surface Water Management System.** The Surface Water Management System within Woodfield will be owned, maintained, and operated by Woodfield POA as permitted by the SJRWMD. Woodfield POA shall obtain the written approval of the SJRWMD prior to any reconstruction of the Surface Water Management System. The prior written approval of the SJRWMD is not required in connection with the maintenance and/or repair of the Surface Water Management System provided that such maintenance and/or repair conform to SJRWMD standards as set forth by SJRWMD from time to time. If owned by Woodfield POA as Common Areas, the costs of the operation and maintenance of the Surface Water Management System shall be part of the Operating Costs of Woodfield POA. Notwithstanding the foregoing, the SJRWMD has the right to take enforcement action,

including a civil action for an injunction and penalties against Woodfield POA to compel it to correct any outstanding problems with the Surface Water Management System facilities or in mitigation or conservation areas under the responsibility or control of Woodfield POA. Each Owner within Woodfield at the time of construction and/or repair of a structure shall comply with the construction plans for the Surface Water Management System approved and on file with the SJRWMD.

**8.9.2 Amendments to Woodfield POA Documents.** Any proposed amendment to Woodfield POA Documents which will affect the Surface Water Management System, including any environmental conservation area and the water management portions of the Common Areas, must have the prior written approval of the SJRWMD. Woodfield POA's registered agent shall maintain copies of all Surface Water Management System permits and correspondence respecting such permits, and any future SJRWMD permit actions shall be maintained by Woodfield POA's registered agent for Woodfield POA's benefit.

**8.9.3 Wetland Conservation Areas.** Parcels may contain or be adjacent to wetlands, wetland mitigation or preservation areas, upland conservation areas and drainage easements, which may be dedicated by Plat and/or protected by a conservation easement ("**Wetland Conservation Areas**"). Owners of Homes abutting Wetland Conservation Areas shall not remove native vegetation (including cattails) that becomes established within the Wetland Conservation Areas abutting their Home. Removal includes dredging, the application of herbicide, cutting, and the introduction of non-approved County or state fish. Owners shall address any questions regarding authorized activities within the Wetland Conservation Areas to the SJRWMD, Surface Water Regulation Manager.

**8.9.4 Use Restrictions for Wetland Conservation Areas.** The conservation areas may in no way be altered from their natural or permitted state, with the exception of permitted maintenance activities as set forth in the Permit. These use restrictions may be defined on the Permit and the plats associated with Woodfield. Refer to Florida Statute 704.06 Conservation easements; creation; acquisition; enforcement. Activities prohibited within the conservation areas include, but are not limited to, the following:

**8.9.4.1** Construction or placing of landscaping, buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

**8.9.4.2** Dumping or placing of soil or other substances or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

**8.9.4.3** Removal or destruction of trees, shrubs or other vegetation; with exception of nuisance and exotic plant species as may be required by the Woodfield POA;

**8.9.4.4** Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface;

**8.9.4.5** Diking or fencing;

**8.9.4.6** Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition;

**8.9.4.7** Activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation;

**8.9.4.8** Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas; and

**8.9.4.9** Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archeological, or cultural significance.

**8.9.5 Pre-approval of SJRWMD.** No Owner within the Woodfield may construct or maintain any building, residence, or structure, or undertake or perform any activity in the Wetland Conservation Areas described in the Permit issued by the SJRWMD and recorded plat(s) of Woodfield, unless prior approval is received from the SJRWMD Environmental Resource Regulation Department.

**8.9.6 Compliance with Construction Plans.** Each Owner within Woodfield at the time of construction of a structure shall comply with the construction plans for the Surface Water Management System approved and on file with the SJRWMD.

**8.10 Adjoining Areas.** Except as otherwise provided herein, Woodfield POA shall also maintain those drainage areas, swales, lake maintenance easements, driveways, lake slopes and banks, and landscape areas that are within the Common Areas and immediately adjacent to a Home, provided that such areas are readily accessible to Woodfield POA. Under no circumstances shall the Woodfield POA be responsible for maintaining any inaccessible areas within walls that form a part of a Home.

**8.11 Negligence.** The expense of any maintenance, repair or construction of any portion of the Common Areas necessitated by the negligent or willful acts of an Owner or persons utilizing the Common Areas, through or under an Owner shall be borne solely by such Owner, and the Home and/or Lot owned by that Owner shall be subject to an Individual Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas without the prior written approval of Woodfield POA.

**8.12 Right of Entry.** Woodfield POA, is granted a perpetual and irrevocable easement over, under, and across Woodfield for the purposes as herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration or repair which it is entitled to perform. Woodfield POA shall have a perpetual non-exclusive easement over all areas of the Surface Water Management System for access to operate, maintain, or repair such system. By this easement, Woodfield POA shall have the right to enter upon any portion of any Lot which is a part of the Surface Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain, or repair the Surface Water Management System as required by the Permit. Additionally, Woodfield POA shall have a perpetual non- exclusive easement for drainage over the entire Surface Water Management System. No person shall alter the drainage flow of the Surface Water Management System, including buffer areas or swales, without the prior written consent of the SJRWMD. The Woodfield POA shall have no right to enter into a Private Residence without express permission of the Owner.

**8.13 Maintenance of Property Owned by Others.** Woodfield POA shall, by amendment to this Declaration or by other notice or direction, maintain vegetation, landscaping, sprinkler system, community identification/features and/or other areas or elements upon areas which are within or outside of Woodfield and which are owned by, or dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity, so as to enhance the appearance of Woodfield. These areas may include (by way of example and not limitation) swale areas, landscape buffer areas, berm areas or median areas within the right-of-way of public streets, roads, drainage areas, community identification or entrance features, community signage or other identification and/or areas within canal rights-of-ways or other abutting waterways.

**8.14 Public Rights of Way.** Woodfield POA may maintain all public rights of way within Woodfield or adjacent to Woodfield pursuant to an agreement with the County and/or City and/or applicable governmental authority.

**8.15 Sidewalks.** Woodfield POA shall at all times maintain, repair, and replace the sidewalks located within the Common Areas.

**9 Party Walls.** The provisions of this Section 9 shall apply to Villa Buildings only.

**9.1 General Rules of Law to Apply.** To the extent not inconsistent with the provisions of this Section, the general rule of law regarding party walls and liability for personal damage due to negligence of willful acts or omissions shall apply to all Party Walls within Woodfield which are a part of the original construction of the Villa Buildings and any replacement thereof. In the event any portion of any structure or facility, as originally constructed, including without limitation, any Party Wall, shall protrude over an adjoining Home, it shall be deemed that such Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the projection or Party Wall. The foregoing shall also apply to any replacements of any Party Walls. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of this Declaration.

**9.2 Sharing of Repair, Replacement, and Maintenance for Party Walls.**

**9.2.1 Generally.** The cost of reasonable repair and maintenance of Party Walls (other than painting) shall be shared equally by the Owners of the Homes sharing such improvements without prejudice, subject however, to the right of any Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

**9.2.2 Failure to Contribute.** In the event that an Owner shall fail or refuse to pay his pro rata share of costs of repair, maintenance or replacement of a Party Wall (whether or not through his own fault or the failure of his insurance company to pay any claim), then and in that event, the Owner advancing monies therefore shall have a right to file a claim of lien for such monies advanced in the Public Records and shall have the right to foreclose such lien in accordance with the same procedural requirements as now provided for in the Florida Statutes for foreclosure of a construction lien; provided, however, such claim of lien shall be filed within ninety (90) days from date repairs or replacements are made to Party Wall and suit thereon shall be commenced one (1) year from date such lien is filed. Notwithstanding the foregoing,

Woodfield POA shall have the right, but not the obligation, to advance monies for the repair, replacement, and/or maintenance of Party Wall(s) and charge the responsible Owner(s) an Individual Assessment for such Owner's pro rata share of the costs.

**9.2.3 Alterations.** The Owner of a Villa Home sharing a Party Wall with an adjoining Villa Home shall not cut windows or other openings in the Party Wall, nor make any alterations, additions, or structural changes in the Party Wall without the joint agreement of all of the Owners sharing the Party Wall.

**9.2.4 Weatherproofing.** Notwithstanding any other provisions of this Declaration, an Owner who by his negligent or willful act causes a Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

**9.2.5 Easements.** Each Owner sharing a Party Wall shall have all easement rights reasonably necessary to perform the obligations contained herein over the Homes sharing the Party Wall.

**10 Party Roofs.** The provisions of this Section 10 shall apply to Villa Buildings only.

**10.1 General Rules of Law to Apply.** To the extent not inconsistent with the provisions of this Section, the general rule of law regarding party roofs and liability for personal damage due to negligence of willful acts or omissions shall apply to all Party Roofs within Woodfield which are part of the original construction of the Homes and any replacement thereof. In the event any portion of any structure or facility, as originally constructed, including, without limitation, any Party Roof, shall protrude over an adjoining Home, it shall be deemed that such Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the protruding structure, facility or Party Roof. The foregoing shall also apply to any replacements of Party Roofs. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of this Declaration.

**10.2 Sharing of Repair, Replacement, and Maintenance for Party Roofs.**

**10.2.1 Generally.** The cost of reasonable repair and maintenance of Party Roofs shall be shared equally by the Owners of the Homes sharing such improvements without prejudice, subject however, to the right of any Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

**10.2.2 Failure to Contribute.** In the event that an Owner fails or refuses to pay his or her pro rata share of costs to repair, maintain and/or replace his or her portion of the Party Roof (whether or not through his or her own fault or the failure of his or her insurance company to pay any claim), then and in that event, the Owner advancing monies therefore shall have the right to file a claim of lien in the Public Records for such monies advanced and shall have the right to foreclose such lien in accordance with the same procedural requirements as now provided for in the Florida Statutes for foreclosure of a construction lien; provided, however, such claim of lien shall be filed within ninety (90) days from the date repairs, replacements and/or maintenance are made to the Party Roof and the suit thereon shall be commenced one (1) year from the date such lien is filed. Notwithstanding the foregoing,

Woodfield POA shall have the right, but not the obligation, to advance monies for the repair, replacement, and/or maintenance of Party Roof(s) and charge the responsible Owner(s) an Individual Assessment for such Owner's pro rata share of costs.

**10.3 Alterations.** Subject to applicable building codes, the Owner of a Home sharing a Party Roof with an adjoining Home shall not make any alterations, additions, or structural changes in the Party Roof without the written consent of the ACC. Notwithstanding the foregoing, no additional structure walls shall be added to the exterior of a Parcel, Lot, or Home.

**10.4 Easements.** Each Owner sharing a Party Roof shall have all easement rights reasonably necessary to perform the obligations contained herein over the Homes sharing the Party Roof.

**11 Use Restrictions.** Each Owner must comply with the following:

**11.1 Alterations and Additions.** No material alteration, addition, or modification to a Parcel, Lot or Home, or material change in the appearance thereof, shall be made without the prior written approval from the ACC as required by this Declaration.

**11.2 Animals.** All animals are required to be registered with the property management company by completing the proper forms which are available at the clubhouse. No animals of any kind shall be raised, bred, or kept within Woodfield for commercial purposes. No dangerous animals shall be allowed in Woodfield. Woodfield POA may prohibit any animal that the Board determines to be dangerous in its sole discretion. Owners may keep domestic pets as permitted by Indian River County ordinances up to a limit of three (3) such pets per Home and otherwise in accordance with the Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing, pets may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas; or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Home. All pets shall be walked on a leash. No pet shall be permitted outside a Home except on a leash. Such leash shall not exceed 10 foot. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. The person walking the pet or the Owner shall clean up all matter created by the pet. Dogs should be walked on Owners property or common areas, not on other resident's lawns. Each Owner shall be responsible for the activities of its pet.

**11.3 Artificial Vegetation.** No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed, or maintained upon the exterior portion of any Parcel, Lot, or Home unless approved by the ACC.

**11.4 Cars and Trucks.**

**11.4.1 Parking.** Residents' vehicles shall be parked in the garage or driveway, and shall not block the sidewalk. No vehicles of any nature shall be parked on any portion of Woodfield or a Lot except on the surfaced parking area thereof. Temporary street parking is limited to visitors' and guests' vehicles only. Overnight parking on any street is strictly

prohibited. Exceptions for unusual situations or parking in the clubhouse parking lot may be authorized by the Woodfield POA. No vehicles used in business for the purpose of transporting goods, equipment and the like, or any trucks or vans which are larger than three-quarter (3/4) ton shall be parked in Woodfield except during the period of service or delivery. Recreational vehicles, personal street vans, personal trucks of three-quarter (3/4) ton capacity or smaller, and personal vehicles can be appropriately parked within the driveway of a Home, and shall not block the sidewalk.

**11.4.2 Repairs and Maintenance of Vehicles.** No vehicle which cannot operate on its own power shall remain on Woodfield for more than twelve (12) hours, except in the garage of a Home. No repair or maintenance, except emergency repair, of vehicles shall be made within Woodfield, except in the garage of a Home. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.

**11.4.3 Prohibited Vehicles.** No commercial vehicle, limousines, boat, trailer including, but not limited to, boat trailers, house trailers, and trailers of every other type, kind or description, or camper, may be kept within Woodfield except in the garage of a Home. The term commercial vehicle shall not be deemed to include law enforcement vehicles or recreational or utility vehicles (i.e., Broncos, Blazers, Explorers, Navigators, etc.) or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation, or repair of Homes, Common Areas, or any other Woodfield facility. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere on Woodfield. For any Owner who drives an automobile issued by the County or other governmental entity (i.e., police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Home. No vehicle shall be used as a domicile or residence either temporarily or permanently.

**11.5 Casualty Destruction to Improvements.** In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged Home or improvement and diligently continue such rebuilding or repairing until completion, or properly clear the damaged Home or improvement and restore or repair the Home as set forth in (Section 12.5.2) herein and as approved by the ACC. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC.

**11.6 Commercial Activity.** Except for normal re-sale of a Home, no commercial or business activity shall be conducted in any Home within Woodfield. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees, customers and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within Woodfield. No solicitors of a commercial

nature shall be allowed within Woodfield, without the prior written consent of Woodfield POA. No day care center or facility may be operated out of a Home. No garage sales are permitted, except as permitted by Woodfield POA.

**11.7 Control of Contractors.** Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than a Woodfield POA officer or representative of the management company retained by Woodfield POA shall direct, supervise, or in any manner attempt to assert any control over any contractor of Woodfield POA.

**11.8 Cooking.** No cooking shall be permitted nor shall any goods or beverages be consumed on the Common Areas except in areas designated for those purposes by Woodfield POA. No outside grills or barbeque facilities shall be permitted in Woodfield except in those portions of the Common Areas designated for such use by Woodfield POA from time to time and in the back yards of Homes.

**11.9 Decorations.** No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, weather vanes, shall be installed or placed within or upon any portion of Woodfield without the prior written approval of the ACC. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in the manner permitted hereunder commencing on Thanksgiving and shall be removed not later than January 15th of the following year. The ACC may establish standards for holiday decorations and lights with respect to other recognized holidays and special events. The ACC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent Home).

**11.10 Disputes as to Use.** If there is any dispute as to whether the use of any portion of Woodfield complies with this Declaration, such dispute shall, be decided by Woodfield POA. A determination rendered by Woodfield POA with respect to such dispute shall be final and binding on all persons concerned.

**11.11 Drainage System.** Drainage systems and drainage facilities may be part of the Common Areas and/or Homes. Once a drainage system or drainage facilities are installed, the maintenance of such systems and/or facilities thereafter within the boundary of a Home shall be the responsibility of the Owner of the Home which includes such system and/or facilities. In the event that such system or facilities (whether comprised of swales, pipes, pumps, waterbody slopes, or other improvements) is adversely affected by landscaping, structures (including, without limitation, pavers) or additions, the cost to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility of the Owner of each Home containing all or a part of such drainage system and/or facilities. By way of example, and not of limitation, if the Owner of one Home plants a tree (pursuant to ACC approval) and the roots of such tree subsequently affect pipes or other drainage facilities within another Home, the Owner that plants the tree shall be solely responsible for the removal of the roots which adversely affects the adjacent Home. Likewise, if the roots of a tree located within the Common Areas adversely affect an adjacent Home, Woodfield POA shall be responsible for the removal of the roots and the costs thereof shall be Operating Costs. Notwithstanding the foregoing, Woodfield POA, shall have no responsibility or liability for drainage problems of any type whatsoever.



**11.12 Driveway and Sidewalk Repair.** Each Owner shall be responsible to repair, maintain and/or replace on a timely basis the driveway comprising part of a Home and the sidewalk located within his Home, but not the sidewalk located within the Common Areas abutting the front or side of the Home including, but not limited to, any damage caused by Woodfield POA or by the holder of any easement over which such driveway or sidewalk is constructed. Each Owner, by acceptance of a deed to a Home, shall be deemed to have agreed to indemnify, defend and hold harmless Woodfield POA and the holder of any such easement including, without limitation, all applicable utility companies and governmental agencies, their agents, servants, employees and elected officials, from and against any and all actions or claims whatsoever arising out of the use of the Common Areas and any easement or the construction and/or maintenance of any driveway or sidewalk in that portion of the Common Areas, Easement Area, or in a public right-of-way between the boundary of such Owner's Home and the edge of the adjacent paved roadway, when such damage is due to the use of the driveway and the portion of the sidewalk located within his Home by the Owner, damage done by contractors engaged by the Owner, or normal deterioration of the driveway over time. Further, each Owner agrees to reimburse Woodfield POA any expense incurred in repairing any damage to such driveway or portion of the sidewalk located within the Home due to the previously indicated causes, in the event that such Owner fails to make the required repairs, together with interest at the highest rate allowed by law.

**11.13 Easement for Unintentional and Non-Negligent Encroachments.** If any other building or improvement on a Home shall encroach upon another Home by reason of original construction, then an easement for such encroachment shall exist so long as the encroachment exists. It is contemplated that each Home shall contain an improvement with exterior walls, footings, and other protrusions which may pass over or underneath an adjacent Home. A perpetual nonexclusive easement is herein granted to allow the footers for such walls and other protrusions and to permit any natural water run-off from roof overhangs, eaves, and other protrusions onto an adjacent Home.

**11.14 Extended Vacation and Absences.** In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) notifying Woodfield POA in writing; (ii) removing all removable furniture, plants and other objects from outside the Home; and (iii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. The name of the designee shall be furnished to Woodfield POA. Woodfield POA shall not have responsibility of any nature relating to any unoccupied Home.

**11.15 Fencing.** No walls or fences shall be erected or installed.

**11.16 Fuel Storage.** No fuel storage shall be permitted within Woodfield, except as may be necessary or reasonably used for swimming pools, spas, grills, fireplaces, emergency electric generators or similar devices and as otherwise permitted by this Declaration.

**11.17 Garages.** Each Home has its own garage. No garage shall be converted into a general living area or used as living quarters by any person unless specifically approved by the ACC. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.

**11.18 Garbage Cans.** Trash collection and disposal procedures established by Woodfield POA shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Home so as to be visible from outside the residence. Each Owner shall be responsible for properly depositing his or her garbage and trash in garbage cans and trash containers, with lids, sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash receptacles and lids shall be maintained in a sanitary condition. Garbage cans and trash containers, with lids, shall not be placed outside the residence for pick-up earlier than 6:00 p.m. on the day preceding the pick-up. Trash containers must be returned to the residence and stored, as soon as practical, after collection so that they are not visible from outside of the residence.

**11.19 General Use Restrictions.** Each Home, the Common Areas and any portion of Woodfield shall not be used in any manner contrary to the Woodfield POA Documents.

**11.20 Hurricane Shutters.** Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved in writing by the ACC. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (nor at any other time). Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval by the ACC shall not be deemed an endorsement of the effectiveness of hurricane shutters.

**11.21 Irrigation.** The water used in the irrigation system is not suitable for drinking or water sports. Children and pets should not play in such water. Due to water quality, irrigation systems may cause staining on Homes, other structures, paved areas, or vehicles. It is each Owner's responsibility to treat and remove any such staining. Lakes are used to irrigate Lots, subject to applicable permitting. Any use of lake water is at the Owner's sole risk as chemicals are used to control aquatic vegetation in lakes. Woodfield POA may use waterways and lakes to irrigate Common Areas as applicable, subject to applicable permitting and by acceptance of a deed to a Home or Lot; each Owner acknowledges that the water levels of all Lakes and waterbodies may vary. There is no guarantee by Woodfield POA that water levels will be constant or aesthetically pleasing at any particular time. Woodfield POA shall have the right to use one or more pumps to remove water from lakes and waterbodies for irrigation purposes at all times, subject to applicable permitting. Woodfield POA may utilize a computerized loop system to irrigate the Common Areas and/or Homes.

**11.22 Lake and Canal Common Areas.** The yard of some Homes may contain lake slopes. To the extent that such lake slopes comprise part of the Common Areas, they will be regulated by the Woodfield POA. Woodfield POA may establish from time to time maintenance standards for the lake and canal maintenance by Owners who own Homes adjacent to Common Area waterbodies (the "Lake Slope Maintenance Standards"). Such standards may include requirements respecting compaction and strengthening of lake banks. Woodfield POA shall have the right to inspect such lake and canal slopes and banks to insure that each Owner has

complied with its obligations hereunder and under the Lake Slope Maintenance Standards. Each Owner hereby grants Woodfield POA an easement of ingress, egress, and regress across his or her Lot to all adjacent lake and canal areas for the purpose of insuring compliance with the requirements of this provision and the Lake Slope Maintenance Standards. For the purposes of this Declaration, each day that an Owner fails to comply with the requirements of this paragraph or any Lake Slope Maintenance Standards shall be deemed a separate and independent violation of this Declaration.

**11.23 Laundry.** Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be hung or exposed so as to be visible outside the Home, Lot, or Parcel.

**11.24 Lawful Use.** No immoral, improper, offensive, unlawful, or obnoxious use shall be made in any portion of Woodfield. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification, or repair of a portion of Woodfield shall be the same as the responsibility for maintenance and repair of the property concerned.

**11.25 Landscaping and Irrigation of Lots, Removal of Sod and Shrubbery, and Additional Planting.**

**11.25.1** Woodfield POA is responsible for the irrigation of the grass and landscaping located in the Common Areas and on the Lots in a routine and ordinary manner, and shall ensure that sufficient irrigation occurs during all periods.

**11.25.2** No gardens, Jacuzzis, fountains, playground equipment, pools, screened rooms, or other permitted improvements shall be constructed within the yard of a Lot without the prior written approval of the ACC. Each Owner understands that Lots within this Community may not be large enough to accommodate any of the foregoing items in any event.

**11.25.3** Without the prior consent of the ACC, no sod, topsoil, tree or shrubbery shall be removed from Woodfield, no change in the elevation of such areas shall be made, and no change in the condition of the soil or the level of the land of such areas shall be made which results in any change in the flow and drainage of surface water which the ACC, in its sole discretion, considers detrimental or potentially detrimental to person or property. Notwithstanding the foregoing, Owners who install improvements to the Home (including, without limitation, concrete or brick pavers) which result in any change in the flow and/or drainage of surface water shall be responsible for the costs of drainage problems resulting from such improvement. Further, in the event that such Owner fails to pay for such required repairs, each Owner agrees to reimburse Woodfield POA for all expenses incurred in fixing such drainage problems including, without limitation, removing excess water and/or repairing the Surface Water Management System.

**11.25.4** No landscape lighting shall be installed by an Owner without the prior written approval of the ACC.

**11.26 Leases.** Homes may be leased, licensed, or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements shall be in writing and a copy of all leases of Homes shall be provided to Woodfield POA. All leases shall be on forms approved by Woodfield POA and shall provide that Woodfield POA shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of the Woodfield POA Documents or other applicable provisions of any agreement, document or instrument governing Woodfield or administered by Woodfield POA. Owners are responsible for providing their tenants with copies of all such documents or instruments at such Owner's sole cost and expense. No Home may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term. No lease term shall be less than ninety (90) days. No subleasing or assignment of lease rights by the tenant is permitted. In no event shall occupancy of a leased Home (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom. Each Owner shall be jointly and severally liable with the tenant to Woodfield POA for all costs incurred by Woodfield POA for the repair of any damage to Common Areas or to pay any claim for injury or damage to property caused by tenants. Woodfield POA shall repair any such damage and the cost of such repair shall be invoiced as an Individual Assessment to the Owner. Notwithstanding the foregoing, this Section shall not apply to a situation where an Owner or resident of a Home receives in home care by a professional caregiver residing within the Home.

**11.27 Mailboxes.** Each Owner shall replace his/her originally installed mailbox with the same model mailbox. Should the model mailbox originally installed not be available, Owner shall obtain the prior written consent of the ACC to install a mailbox similar to the originally installed mailbox model in size, type, color, material, and design.

**11.28 Minor's Use of Facilities.** Each Owner or resident shall be responsible for all actions of minor children dwelling and/or visiting his or her Home. Woodfield POA shall not be responsible for any use of the facilities by anyone, including minors. Children less than eighteen (18) years of age shall be accompanied by an adult at all times.

**11.29 Nuisances.** No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of Woodfield is permitted. No firearms shall be discharged within Woodfield. Nothing shall be done or kept within the Common Areas, or any other portion of Woodfield, including a Home, Lot, or Parcel which will increase the rate of insurance to be paid by Woodfield POA.

**11.30 Oil and Mining Operations.** No oil, drilling development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or on any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or on any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any Lot.

**11.31 Paint.** The exterior of any Villa Building shall be maintained pursuant to Section 8.3 hereof. All other Homes shall be repainted within forty-five (45) days of notice by the ACC.

**11.32 Personal Property.** All personal property of Owners or other occupants of Homes shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, or use in, the Common Areas, any Parcel, Lot or Home, or any other portion of Woodfield, which is unsightly or which interferes with the comfort and convenience of others.

**11.33 Pools.** No above-ground pools shall be permitted. All in-ground pools, hot tubs, spas, and appurtenances installed shall require the prior written approval of the ACC as set forth in this Declaration. The design must incorporate, at a minimum, the following: (i) the composition of the material must be thoroughly tested and accepted by the industry for such construction; (ii) any swimming pool constructed on any Lot shall have an elevation at the top of the pool of not over two (2) feet above the natural grade unless approved by the ACC; (iii) pool cages and screens must be of a design, color and material approved by the ACC and shall be no higher than twelve (12) feet unless otherwise approved by the ACC; and (iv) pool screening shall in no event be higher than the roof line of the Home. Pool screening shall not extend beyond the sides of the Home without express approval by the ACC. All pools shall be adequately maintained and chlorinated (or cleaned with similar treatment).

**11.34 Removal of Soil and Additional Landscaping.** Without the prior consent of the ACC, no Owner shall remove soil from any portion of Woodfield, change the level of the land within Woodfield, or plant landscaping which results in any permanent change in the flow and drainage of surface water within Woodfield. Owners may not place additional plants, shrubs, trees, or sod within any portion of Woodfield without the prior approval of the ACC.

**11.35 Roofs and Driveways.** Roofs and/or exterior surfaces including, but not limited to, walks, driveways and all other masonry shall be cleaned within thirty (30) days of notice by the ACC. No surface applications to driveways shall be permitted without the prior written approval of the ACC as to material, color, and pattern. Such applications shall not extend beyond the front Lot line or include the sidewalk.

**11.36 Satellite Dishes and Antennas.** No exterior visible antennas, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home, Lot, or Parcel without the prior written approval from the ACC. The ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Homes, or from the Common Areas. Each Owner agrees that the location of such items must be first approved by the ACC in order to address the welfare of the residents of Woodfield. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not permitted by the Federal Communications Commission ("FCC") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the FCC.

**11.37 Screened Enclosures.** No screened enclosures shall be permitted without the prior written approval of the ACC. The screen support systems shall in every case be white aluminum.

**11.38 Servants.** Servants and domestic help of any Owner may not gather or lounge in or about the Common Areas.

**11.39 Signs, Flags, and Miscellaneous.** No sign (including brokerage or for sale/lease signs), flag, banner, sculpture, fountain, outdoor play equipment, solar equipment, artificial vegetation, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of Woodfield that is visible from the outside without the prior written approval from the ACC as required by this Declaration; provided, however, signs required by governmental agencies and approved by the ACC may be displayed (e.g., permit boards). All "For Sale" and "For Rent" signs must be approved by the ACC. No sign may be placed in the window of a Home. Refer to Chapter 720 of the Florida Statutes for guidelines with respect to flags.

**11.40 Sports Equipment.** No recreational, playground or sports equipment shall be installed or placed within or about any portion of Woodfield without prior written consent of the ACC. No basketball backboards, skateboard ramps, or play structures will be permitted without written approval by the ACC. Such approved equipment shall be located at the rear of the Home or on the inside portion of corner Homes within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a Home. No basketball hoops shall be attached to a Home and any portable basketball hoops must be stored inside the Home. No tennis courts are permitted within Lots.

**11.41 Storage.** No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified, or maintained without the prior approval of the ACC, which approval shall conform to the requirements of this Declaration. Any boat stored on a Lot must be kept fully enclosed in the garage of the residence. Water softeners, propane tanks, and other similar devices shall be properly screened from the street in a manner approved by the ACC.

**11.42 Subdivision and Regulation of Land.** No portion of any Home, Lot, or Parcel shall be divided or subdivided or its boundaries changed without the prior written approval of Woodfield POA. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to Woodfield.

**11.43 Substances.** No flammable, combustible, or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of Woodfield or within any Home, Lot, or Parcel, except those which are required for normal household use. All propane tanks and bottled gas for household and/or pool purposes (excluding barbecue grill tanks) must be installed underground or in a manner to be screened from view by landscaping or other materials approved by the ACC.

**11.44 Swimming, Boating and Docks.** Swimming and boating are prohibited within any of the lakes or waterbodies within or adjacent to Woodfield. No docks shall be constructed within any of the lakes or waterbodies within Woodfield.

**11.45 Use of Homes.** Each Home is restricted to residential use as a residence by the Owner, resident, family, guests and invitees.

**11.46 Visibility on Corners.** Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the ACC and governmental agencies. No vehicles, objects, fences, walls, hedges, shrubs or other planting shall be placed or permitted on a corner Lot where such obstruction would create a traffic problem.

**11.47 Weeds and Refuse.** No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Home. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Home.

**11.48 Wells and Septic Systems.** No individual wells or septic systems will be permitted on any Lot.

**11.49 Wetlands and Mitigation Areas.** It is anticipated that the Common Areas may include one or more preserves, wetlands, and/or mitigation areas. No Owner or other person shall take any action or enter onto such areas so as to adversely affect the same. Such areas are to be maintained by Woodfield POA in their natural state. Refer to Florida Statute 704.06 Conservation easements; creation; acquisition; enforcement.

**11.50 Windows or Wall Units.** No window or wall air conditioning unit may be installed in any window or wall of a Home

**11.51 Window Treatments.** Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any Home without prior written approval of the ACC. No awnings, canopies, or shutters shall be affixed to the exterior of a Home without the prior written approval of the ACC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ACC. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones.

**12 Insurance.** Woodfield POA shall maintain the following insurance coverage:

**12.1 Flood Insurance.** If the Common Areas are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program ("NFIP"), coverage in appropriate amounts, available under NFIP for all buildings and other insurable property within any portion of the Common Areas located within a designated flood hazard area.

**12.2 Liability Insurance.** Commercial general liability insurance coverage providing coverage and limits deemed appropriate. Such policies must provide that they may not be canceled or substantially modified by any party, without at least thirty (30) days' prior written notice Woodfield POA.

**12.3 Directors and Officers Liability Insurance.** Each member of the Board shall be covered by directors and officers liability insurance in such amounts and with such provisions as approved by the Woodfield POA.

**12.4 Other Insurance.** Woodfield POA may purchase such other insurance coverage as appropriate from time to time. All coverage obtained by Woodfield POA shall cover all activities of Woodfield POA and all properties maintained by Woodfield POA, whether or not Woodfield POA owns title thereto.

**12.5 Homes.**

**12.5.1 Requirement to Maintain Insurance.** Each Owner shall be required to obtain and maintain adequate insurance of his or her Home. Such insurance shall be sufficient for necessary repair or reconstruction work, and related costs or shall cover the costs to demolish a damaged Home as applicable, remove the debris, and to re-sod and landscape land comprising the Home. Upon the request of Woodfield POA, each Owner shall be required to supply the Board with evidence of insurance coverage on his Home which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of Woodfield POA, Woodfield POA shall specifically have the right to bring an action to require an Owner to comply with his or her obligations hereunder.

**12.5.2 Requirement to Reconstruct or Demolish.** In the event that any Home is destroyed by fire or other casualty, the Owner of such Home shall do one of the following: the Owner shall commence reconstruction and/or repair of the Home ("Required Repair"), or Owner shall tear the Home down, remove all the debris, and re-sod and landscape the property comprising the Home as required by the ACC ("Required Demolition") to the extent permitted under law. If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Home. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion subject to extension if required by law. If an Owner elects to perform the Required Repair, such reconstruction, and/or repair must be completed in a continuous, diligent, and timely manner. Woodfield shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of Woodfield POA, Woodfield POA shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, Woodfield POA may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her Home within the time periods and in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes, and/or building codes.

**12.5.3 Villa Buildings.** Villa Homes are separated by Party Walls but form part of a Villa Building. Notwithstanding anything to the contrary herein, any Owner of a Home within a Villa Building must have the written agreement of all of the Owners of Homes within such



Villa Building before any Required Demolition can be commenced. Such written agreement must be presented to the ACC before any Required Demolition can commence. If all of the Owners of Homes within a Villa Building do not agree to the Required Demolition, then such Required Demolition shall not be commenced by any Owner of a Home within a Villa Building and all Owners of damaged or destroyed Homes within such Villa Building shall perform Required Repair with respect to such Homes.

**12.5.4 Standard of Work.** The standard for all demolition, reconstruction, and other work performed as required by this Section shall be in accordance with the Community Standards and any other standards established by Woodfield POA with respect to any casualty that affects all or a portion of Woodfield.

**12.5.5 Additional Rights of Woodfield POA.** If an Owner refuses or fails, for any reason, to perform the Required Repair or Required Demolition as herein provided, then Woodfield POA, in its sole and absolute discretion, by and through its Board is hereby irrevocably authorized by such Owner to perform the Required Repair or Required Demolition. All Required Repair performed by Woodfield POA pursuant to this Section shall be in conformance with the original plans and specifications for the Home. Woodfield POA shall have the absolute right to perform the Required Demolition to a Home pursuant to this Section if any contractor certifies in writing to Woodfield POA that such Home cannot be rebuilt or repaired. The Board may levy an Individual Assessment against the Owner in whatever amount sufficient to adequately pay for Required Repair or Required Demolition performed by Woodfield POA.

**12.5.6 Rights of County.** In the event that any Home is destroyed by fire or other casualty, County or other authorized governmental agency shall have the right, but not the obligation, to enter such Owner's Lot and/or Home for the purpose of inspecting and assessing the damage to such Home. County shall further have the right to enforce any local laws and/or ordinances with regard to the Required Repair or the Required Demolition of the Home.

**12.5.7 Woodfield POA Has No Liability.** Notwithstanding anything to the contrary in this Section, Woodfield POA, its directors and officers, shall not be liable to any Owner should an Owner fail for any reason whatsoever to obtain insurance coverage on a Home. Moreover, Woodfield POA, its directors and officers, shall not be liable to any person if Woodfield does not enforce the rights given to Woodfield POA in this Section.

**12.6 Fidelity Bonds.** If available, a blanket fidelity bond for all officers, directors, trustees and employees of Woodfield POA, and all other persons handling or responsible for funds of, or administered by, Woodfield POA. In the event Woodfield POA delegates some or all of the responsibility for the handling of the funds to a professional management company or licensed manager, such bonds shall be required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of Woodfield POA. The amount of the fidelity bond shall be based upon reasonable business judgment. The fidelity bonds required herein must meet the following requirements (to the extent available at a reasonable premium):

**12.6.1** The bonds shall name Woodfield POA as obligee.

**12.6.2** The bonds shall contain waivers, by the issuers of the bonds, of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee" or similar terms or expressions.

**12.6.3** The premiums on the bonds (except for premiums on fidelity bonds maintained by a professional management company, or its officers, employees and agents), shall be paid by Woodfield POA.

**12.6.4** The bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to Woodfield POA.

**12.7 Woodfield POA as Agent.** Woodfield POA is irrevocably appointed agent for each Owner of any interest relating to the Common Areas to adjust all claims arising under insurance policies purchased by Woodfield POA and to execute and deliver releases upon the payment of claims.

**12.8 Casualty to Common Areas and Homes.** In the event of damage to the Common Areas, or any portion thereof, Woodfield POA shall be responsible for reconstruction after casualty. In the event of damage to a Home, or any portion thereof, the Owner shall be responsible for reconstruction after casualty.

**12.9 Nature of Reconstruction.** Any reconstruction of improvements hereunder shall be substantially in accordance with the plans and specifications of the original improvement, or as the improvement was last constructed, subject to modification that conforms to the then current governmental regulation(s).

**12.10 Additional Insured.** Lender(s) shall be named as additional insured on all policies obtained by Woodfield POA, as their interests may appear.

**12.11 Cost of Payment of Premiums.** The costs of all insurance maintained by Woodfield POA hereunder, and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof are Operating Costs.

## **13 Property Rights.**

**13.1 Owners' Easement of Enjoyment.** Every Owner, and its immediate family, tenants, guests and invitees, and every Owner of an interest in Woodfield shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Areas which it is entitled to use for their intended purpose, subject to the following provisions:

**13.1.1** Easements, restrictions, reservations, conditions, limitations and declarations of record, now or hereafter existing, and the provisions of this Declaration, as amended.

**13.1.2** The right of Woodfield POA to suspend an Owner's rights hereunder or to impose fines in accordance with Section 720 of the Florida Statutes, as amended from time to time.

**13.1.3** The right to suspend the right to use all (except vehicular and pedestrian ingress and egress and necessary utilities) or a portion of the Common Areas by an Owner, its

immediate family, etc. for any period during which any Assessment against that Owner remains unpaid.

**13.1.4** The right of Woodfield POA to modify the Common Areas as set forth in this Declaration.

**13.1.5** The rights of Woodfield POA regarding Woodfield as reserved in this Declaration, including the right to utilize the same and to grant use rights, etc. to others.

**13.1.6** Rules and Regulations adopted governing use and enjoyment of the Common Areas.

**13.1.7** An Owner relinquishes use of the Common Areas at any time that a Home is leased to a Lessee.

**13.2 Ingress, Egress and Regress.** An easement for ingress, egress and regress is hereby created for pedestrian traffic over, through and across sidewalks paths, walks, driveways, passageways, and lanes as the same, from time to time, may exist upon, or be designed as part of, the Common Areas, and for vehicular traffic over, through and across such portions of the Common Areas as, from time to time, may be paved and intended for such purposes.

**13.3 Public Easements.** Fire, police, school transportation, health, sanitation and other public service and utility company personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas. In addition, Telecommunications Providers shall also have the right to use all paved roadways for ingress and egress to and from Telecommunications Systems within Woodfield.

**13.4 Delegation of Use.** Every Owner shall be deemed to have delegated its right of enjoyment to the Common Areas to occupants or Lessees of that Owner's Home subject to the provisions of this Declaration and the Rules and Regulations, as may be promulgated, from time to time. Any such delegation or lease shall not relieve any Owner from its responsibilities and obligations provided herein.

**13.5 Easement for Encroachments.** In the event that any improvement upon Common Areas, as originally constructed, shall encroach upon any other property or improvements thereon, or for any reason, then an easement appurtenant to the encroachment shall exist for so long as the encroachment shall naturally exist.

**13.6 Permits, Licenses and Easements.** Woodfield POA shall have the right to grant, modify, amend, and terminate permits, licenses and easements over, upon, across, under, and through Woodfield (including Lots, Parcels, and/or Homes) for Telecommunications Systems, utilities, roads and other purposes reasonably necessary or useful as it determines, in its sole discretion. To the extent legally required, each Owner shall be deemed to Woodfield POA an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

**13.7 Support Easement and Maintenance Easement.** An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across

Woodfield, including Lots for the reasonable and necessary maintenance of Common Areas, utilities, cables, wires and other similar facilities.

**13.8 Drainage.** A non-exclusive easement shall exist in favor of Woodfield POA, and their designees, and any applicable water management district, state agency, County agency and/or federal agency having jurisdiction over Woodfield over, across, and upon Woodfield for drainage, irrigation, and water management purposes. A non-exclusive easement for ingress, egress and regress, and access exists as shown on the Plat for such parties to enter upon and over any portion of Woodfield, including Lots, in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, conservation areas, mitigation areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of Woodfield and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through Woodfield and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration.

**13.9 Easement in favor of Woodfield POA.** Woodfield POA is hereby granted an easement over all of Woodfield, including all Homes and Lots, for purposes of: (a) constructing, maintaining, replacing and operating all Common Areas including, but not limited to, lakes, perimeter walls and fences; and (b) performing any obligation of an Owner for which Woodfield POA intends to impose an Individual Assessment.

**13.10 Duration.** All easements created herein or pursuant to the provisions hereof shall be perpetual unless stated to the contrary.

#### **14 Assessments.**

**14.1 Types of Assessments.** Each Owner by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner (whether or not so expressed in the deed), including any purchaser at a judicial sale, shall hereafter be deemed to have covenanted and agreed to pay to Woodfield POA at the time and in the manner required by the Board, assessments or charges and any special assessments as are fixed, established and collected from time to time by Woodfield POA (collectively, the "Assessments"). All Owners shall pay Assessments.

**14.2 Purpose of Assessments.** The Assessments levied by Woodfield POA shall be used for, among other things, the purpose of promoting the recreation, health and welfare of the residents of Woodfield, and in particular for the improvement and maintenance of the Common Areas and any easement in favor of Woodfield POA, including but not limited to the following categories of Assessments as and when levied and deemed payable by the Board:

**14.2.1** Any monthly assessment or charge for the purpose of operating Woodfield POA and accomplishing any and all of its purposes, as determined in accordance herewith, including, without limitation, payment of Operating Costs and collection of amounts necessary to pay any deficits from prior years' operation (hereinafter "Monthly Assessments");

**14.2.2** Any special assessments for capital improvements, major repairs, emergencies, the repair or replacement of the Common Areas including, without limitation, the Surface Water Management System, or nonrecurring expenses (hereinafter "Special Assessments");

**14.2.3** Any specific fees, dues or charges to be paid by Owners for any special services provided to or for the benefit of an Owner or Home, for any special or personal use of the Common Areas, or to reimburse Woodfield POA for the expenses incurred in connection with that service or use (hereinafter "Use Fees");

**14.2.4** Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. At such time as there are improvements in any Common Areas for which Woodfield POA has a responsibility to maintain, repair, and replace, the Board may, but shall have no obligation to, include a "Reserve for Replacement" in the Monthly Assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Areas (hereinafter "Reserves"). Assessments pursuant to this Section shall be payable in such manner and at such times as determined by Woodfield POA, and may be payable in installments extending beyond the fiscal year in which the Reserves are approved; and

**14.2.5** Assessments for which one or more Owners (but less than all Owners) within Woodfield is subject ("Individual Assessments") such as costs of special services provided to a Home or Owner or cost relating to enforcement of the provisions of this Declaration or the architectural provisions hereof as it relates to a particular Owner or Home. By way of example, and not of limitation, all of the Owners within a Plat may be subject to Individual Assessments for maintenance, repair, and/or replacement of facilities serving only the residents of such Plat. Further, in the event an Owner fails to maintain the exterior of his Home (other than those portions of a Home maintained by Woodfield POA) in a manner satisfactory to Woodfield POA, Woodfield POA shall have the right, through its agents and employees, to enter upon the Home and to repair, restore, and maintain the Home as required by this Declaration. The cost thereof, plus the reasonable administrative expenses of Woodfield POA, shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment. As a further example, if one or more Owners receive optional Telecommunications Services such as Cable Services, and/or Data Transmission Services, and Woodfield POA pays a Telecommunications Provider for such services, then the cost of such services shall be an Individual Assessment as to each Owner receiving such services. Further, in the event that Woodfield POA decides it is in the best interest of Woodfield that Woodfield POA perform any other obligation of an Owner under this Declaration, the cost of performing such obligation shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment.

**14.3 Covenants for Surface Water Management Systems Assessments for Woodfield POA.** Assessments shall also be used for the maintenance and repair of the Surface Water Management System including, but not limited to, work within retention areas, drainage structures and drainage easements.

**14.4 Designation.** The designation of Assessment type shall be made by Woodfield POA. Such designation may be made on the budget prepared by Woodfield POA. The designation shall be binding upon all Owners.

**14.5 Allocation of Operating Costs.**

**14.5.1** The allocation of Operating Costs shall be as set forth in the budget.

**14.5.2** Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Monthly Assessments shall be allocated so that each Owner shall pay his pro rata portion of Monthly Assessments, Special Assessments, and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of Homes in Woodfield. Notwithstanding the foregoing, Villa Homes and Single Family Homes will be assessed differently for the costs to maintain the landscaping and the lawns of the Lots. (see Section 8.2.1)

**14.5.3** In the event the Operating Costs as estimated in the budget for a particular fiscal year are, after the actual Operating Costs for that period is known, less than the actual costs, then the difference shall, at the election of Woodfield POA: (i) be added to the calculation of Monthly Assessments, as applicable, for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment. Woodfield POA shall have the unequivocal right to specially assess Owners retroactively on January 1st of any year for any shortfall in Monthly Assessments, which Special Assessment shall relate back to the date that the Monthly Assessments could have been made. No vote of the Owners shall be required for such Special Assessment (or for any other Assessment except to the extent specifically provided herein).

**14.5.4** Each Owner agrees that so long as it does not pay more than the required amount it shall have no grounds upon which to object to either the method of payment or non-payment by other Owners of any sums due.

**14.6 General Assessment Allocation.** Except as specified to the contrary, Monthly Assessments, Special Assessments, and Reserves shall be allocated equally to each Owner.

**14.7 Use Fees and Individual Assessment.** Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the Owners benefiting from, or subject to the special service or cost as specified by Woodfield POA.

**14.8 Commencement of First Assessment.** Assessments shall commence as to each Owner on the day of the conveyance of title of a Home to an Owner.

**14.9 Surpluses.** Any surplus Assessments collected by Woodfield POA may be: (i) allocated towards the next year's Operating Costs; (ii) used to fund Reserves, whether or not budgeted; (iii) retained by Woodfield POA and/or; (iv) used for any other purpose, in Woodfield POA sole and absolute discretion, to the creation of Reserves, whether or not budgeted. Under no circumstances shall Woodfield POA be required to pay surplus Assessments to Owners.

**14.10 Budget.** The annual budget respecting Operating Costs shall be prepared and adopted by the Board. Assessments shall be payable by each Owner as provided in this Declaration. It is possible that actual Assessments may be lesser or greater than projected.

**14.11 Establishment of Assessments.** Assessments shall be established in accordance with the following procedures:

**14.11.1** Monthly Assessments shall be established by the adoption of a twelve (12) month operating budget by the Woodfield POA. The budget shall be in the form required by Section 720.303(6) of the Florida Statutes, as amended from time to time. Written notice of the amount and date of commencement thereof shall be given to each Owner not less than ten (10) days in advance of the due date of the first installment thereof. Notwithstanding the foregoing, the budget may cover a period of less than twelve (12) months if the first budget is adopted mid-year or in order to change the fiscal year of Woodfield POA.

**14.11.2** Special Assessments and Individual Assessments against the Owners may be established by Woodfield POA, from time to time, and shall be payable at such time or time(s) as determined.

**14.11.3** Woodfield POA may establish Use Fees from time to time by resolution, rule, or regulation, or by delegation to an officer or agent, including, a professional management company. The sums established shall be payable by the Owner utilizing the service or facility as determined by Woodfield POA.

**14.12 Resale Contribution.** Woodfield POA may establish a resale contribution ("**Resale Contribution**"). There shall be collected upon every conveyance of an ownership interest in a Home by an Owner an amount payable to Woodfield POA. There shall be a recurring assessment payable to Woodfield POA upon all succeeding conveyances of a Home. The amount of the Resale Contribution shall be equal to a full quarterly assessment.

**14.13 Assessment Estoppel Certificates.** No Owner shall sell or convey its interest in a Home unless all sums due Woodfield POA have been paid in full and an estoppel certificate in recordable form shall have been received by such Owner. Woodfield POA shall prepare and maintain a ledger noting Assessments due from each Owner. The ledger shall be kept in the office of Woodfield POA, or its designees, and shall be open to inspection by any Owner. Within ten (10) days of a written request therefor, there shall be furnished to an Owner an estoppel certificate in writing setting forth whether the Assessments have been paid and/or the amount which is due as of any date. As to parties other than Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated. The Owner requesting the estoppel certificate shall be required to pay Woodfield POA a reasonable sum to cover the costs of examining records and preparing such estoppel certificate. Each Owner waives its rights (if any) to an accounting related to Operating Costs or Assessments.

**14.14 Payment of Home Real Estate Taxes.** Each Owner shall pay all taxes and obligations relating to its Home which, if not paid, could become a lien against the Home which is superior to the lien for Assessments created by this Declaration.

**14.15 Creation of the Lien and Personal Obligation.** Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Home, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees and

paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy, shall be a charge and continuing lien in favor of Woodfield POA encumbering the Home and all personal property located thereon owned by the Owner against whom each such Assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records stating the legal description of the Home, name of the Owner, and the amounts due as of that date, but shall relate back to the date that this Declaration is recorded. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the Owner of the Home at the time when the Assessment became due, as well as the Owner's heirs, devisees, personal representatives, successors or assigns.

**14.16 Subordination of the Lien to Mortgages.** The lien for Assessments shall not be affected by any sale or transfer of a Home or Parcel. Except as provided by Section 720.2085, Fl. Statutes, any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise pursuant to a foreclosure) shall not relieve the Owner from liability for, nor the Home or Parcel from the lien of, any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to Woodfield POA if the mortgage held by such Lender is in default.

**14.17 Acceleration.** In the event of a default in the payment of any Assessment, Woodfield POA may accelerate the Assessments then due for up to the next ensuing twelve (12) month period.

**14.18 Non-Payment of Assessments.** If any Assessment is not paid within fifteen (15) days (or such other period of time established by the Woodfield POA) after the due date, a late fee of \$25.00 per month (or such greater amount established by the Woodfield POA), together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Woodfield POA), per annum, beginning from the due date until paid in full, may be levied. The late fee shall compensate Woodfield POA for administrative costs, loss of use of money, and accounting expenses. Woodfield POA may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Home, or both. Woodfield POA shall not be required to bring such an action if it believes that the best interests of Woodfield POA would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collection, and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or by abandonment of a Home.

**14.19 Rights to Pay Assessments and Receive Reimbursement.** Woodfield POA and any Lender of a Home shall have the right, but not the obligation, jointly and severally, and at their sole option, to pay any Assessments or other charges which are in default and which may



or have become a lien or charge against any Home. If so paid, the party paying the same shall be subrogated to the enforcement rights of Woodfield POA with regard to the amounts due.

**14.20 Mortgagee Right.** Each Lender may request in writing that Woodfield POA notify such Lender of any default of the Owner of the Home subject to the Lender's Mortgage under the Woodfield POA Documents which default is not cured within thirty (30) days after Woodfield POA learns of such default. A failure by Woodfield POA to furnish notice to any Lender shall not result in liability of Woodfield POA because such notice is given as a courtesy to a Lender and the furnishing of such notice is not an obligation of Woodfield POA to Lender.

**15 Information to Lenders and Owners.**

**15.1 Availability.** There shall be available for inspections upon request, during normal business hours or under other reasonable circumstances, to Owners and Lenders current copies of the Woodfield POA Documents.

**15.2 Copying.** Any Owner and/or Lender shall be entitled, upon written request, and at its cost, to a copy of the documents referred to above.

**15.3 Notice.** Upon written request by a Lender (identifying the name and address of the Lender and the name and address of the applicable Owner), the Lender will be entitled to timely written notice of:

**15.3.1** Any condemnation loss or casualty loss which affects a material portion of a Home to the extent Woodfield POA is notified of the same;

**15.3.2** Any delinquency in the payment of Assessments owed by an Owner of a Home subject to a first mortgage held by the Lender, which remains uncured for a period of sixty (60) days;

**15.3.3** Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained hereunder; and

**15.3.4** Any proposed action (if any) which would require the consent of a specific mortgage holder.

**16 Architectural Control.**

**16.1 Architectural Control Committee.** The Architectural Control Committee ("ACC") shall be a permanent committee of Woodfield POA and shall administer and perform the architectural and landscape review and control functions relating to Woodfield. The ACC shall consist of a minimum of three (3) members who are members in good standing with the Woodfield POA and shall be appointed by the Board. In the event of the failure, refusal, or inability to act of any member, the Board shall have the right to replace any member within thirty (30) days of such occurrence. The ACC shall enforce the Community Standards as set forth herein.

**16.2 General Plan.** It is the intent of this Declaration to create a general plan and scheme of development of Woodfield. Accordingly, the ACC shall have the right to approve or disapprove all architectural, landscaping, and improvements within Woodfield by Owners. The ACC shall have the right to evaluate all plans and specifications as to harmony of exterior

design, landscaping, location of any proposed improvements, relationship to surrounding structures, topography and conformity with such other reasonable requirements as shall be adopted by ACC. The ACC may impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes.

**16.3 Community Standards.** Each Owner and its contractors and employees shall observe and comply with the Community Standards which now or may hereafter be promulgated by the ACC and approved by the Woodfield POA from time to time. The Community Standards shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as set forth herein verbatim. The Community Standards shall not require any Owner to alter the improvements previously constructed.

**16.4 Quorum.** A majority of the ACC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ACC. In lieu of a meeting, the ACC may act in writing.

**16.5 Power and Duties of the ACC.** No improvements shall be constructed on any portion of Woodfield, no exterior of a Home shall be repainted, no landscaping, sign, or improvements erected, removed, planted, or maintained on any portion of Woodfield, nor shall any material addition to or any change, replacement, or alteration of the improvements as originally constructed (visible from the exterior of the Home) be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the ACC. The ACC shall not make submission requirements unreasonable or onerous.

**16.6 Procedure.** In order to obtain the approval of the ACC, each Owner shall observe the following:

**16.6.1** Each applicant shall submit an application to the ACC with respect to any proposed improvement or material change in an improvement, together with the required application(s) and other fee(s) as established by the ACC. The applications shall include such information as may be required by the application form adopted by the ACC. The ACC may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the applicant shall, if requested, submit to the ACC, such site plans, plans and specifications for the proposed improvement, prepared and stamped by a registered Florida architect or residential designer, and landscaping and irrigation plans, prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands and surface water drainage plan showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, and the times scheduled for completion, all as reasonably specified by the ACC. The ACC shall not make submission requirements unreasonable or onerous.

**16.6.2** In the event the information submitted to the ACC is, in the ACC's opinion, incomplete or insufficient in any substantive manner, the ACC may request and require

the submission of additional or supplemental information. The Owner shall, within fifteen (15) days thereafter, comply with the request.

**16.6.3** No later than thirty-one (31) days after receipt of all information required by the ACC for final review, the ACC shall approve or deny the application in writing. The ACC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ACC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ACC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ACC fails to respond within such thirty-one (31) day period, the plans and specifications shall be deemed approved by the ACC.

**16.6.4** Construction of all improvements shall be completed within the time period set forth in the application and approved by the ACC.

**16.6.5** In the event that the ACC disapproves any plans and specifications, the applicant may request a rehearing by the ACC for additional review of the disapproved plans and specifications. The meeting shall take place no later than thirty-one (31) days after written request for such meeting is received by the ACC, unless applicant waives this time requirement in writing. The ACC shall make a final written decision no later than thirty-one (31) days after such meeting. In the event the ACC fails to provide such written decision within such thirty-one (31) days, the plans and specifications shall be deemed disapproved.

**16.6.6** Upon final disapproval (even if the members of the Board and the ACC are the same); the applicant may appeal the decision of the ACC to the Board within thirty-one (31) days of the ACC's written review and disapproval. Review by the Board shall take place no later than thirty-one (31) days subsequent to the receipt by the Board of the Owner's request therefore. If the Board fails to hold such a meeting within thirty-one (31) days after receipt of request for such meeting, then the plans and specifications shall be deemed approved. The Board shall make a final decision no later than sixty-two (62) days after such meeting. In the event the Board fails to provide such written decision within such sixth-two (62) days after such meeting, such plans, and specifications shall be deemed approved. The decision of the ACC, or the decision of the Board of Woodfield POA if appealed, shall be final and binding upon the applicant, its heirs, legal representatives, successors, and assigns.

**16.7 Alterations.** Any and all alterations, deletions, additions and changes of any type or nature whatsoever to the existing improvements or the plans or specifications previously approved by the ACC shall be subject to the approval of the ACC in the same manner as required for approval of original plans and specifications.

**16.8 Variances.** Woodfield POA or ACC shall have the power to grant variances from any requirements set forth in this Declaration or from the Community Standards, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein or in the Community Standards on any

other occasion. The intent to grant a variance shall be communicated by posting a notice in the Community thirty (30) days prior to the Board meeting to approve the variance. In addition to posting the notice Woodfield POA may also mail, hand deliver or email the intent to grant a variance to Owners. Any Owner will be allowed five (5) minutes to speak on the variance before a vote by the Board.

**16.9 Permits.** The Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

**16.10 Construction by Owners.** The following provisions govern construction activities by Owners after consent of the ACC has been obtained:

**16.10.1** Each Owner shall deliver to the ACC, if requested, copies of all construction and building permits as and when received by the Owner. Each construction site in Woodfield shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, workmanlike, and continuous basis. Roadways, easements, swales, Common Areas, and other such areas in Woodfield shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in Woodfield and no construction materials shall be stored in Woodfield subject, however, to such conditions and requirements as may be promulgated by the ACC. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any canal or waterway or Common Areas or other Homes in Woodfield or be placed anywhere outside of the Home upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled, and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state, and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in, or within the construction or adjacent property or waterways. All construction activities shall comply with the Community Standards. If a contractor or Owner shall fail to comply in any regard with the requirements of this Section, the ACC shall have the right, but not the obligation, to restore compliance, and to charge an Individual Assessment against the Owner to cover the cost of restoring compliance.

**16.10.2** There shall be provided to the ACC, if requested, a list (name, address, telephone number and identity of contact person), of all contractors, subcontractors, material-men and suppliers (collectively, "Contractors") and changes to the list as they occur relating to construction. Each Builder and all of its employees and Contractors and their employees shall utilize those roadways and entrances into Woodfield as are designated by the ACC for construction activities. The ACC shall have the right to require that each Builder's and Contractor's employees check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ACC.

**16.10.3** Each Owner is responsible for insuring compliance with all terms and conditions of these provisions and of the Community Standards by all of its employees and Contractors. In the event of any violation of any such terms or conditions by any employee or Contractor, or, in the opinion of the ACC, the continued refusal of any employee or Contractor to comply with such terms and conditions, after ten (10) days' notice and right to cure, the ACC

shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or Contractor from performing any further services in Woodfield.

**16.10.4** The ACC may, from time to time, adopt standards governing the performance or conduct of Owners, Contractors and their respective employees within Woodfield. Each Owner and Contractor shall comply with such standards and cause its respective employees to also comply with same. The ACC may also promulgate requirements to be inserted in all contracts relating to construction within Woodfield and each Owner shall include the same therein.

**16.11 Inspection**. There is specifically reserved to Woodfield POA and ACC and to any agent or member of either of them, the right of entry and inspection upon any portion of Woodfield at any time within reasonable daytime hours, for the purpose of determination whether there exists any violation of the terms of any approval or the terms of this Declaration or the Community Standards. However, such right of entry into any Private Residence (but not into the Lot) is contingent upon Owner approval.

**16.12 Violation**. Without limiting any other provision herein, if any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of Woodfield POA or the ACC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy, incurred by Woodfield POA or ACC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The ACC and/or Woodfield POA are specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Community Standards, by any legal or equitable remedy.

**16.13 Court Costs**. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, the prevailing party shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy, in connection therewith.

**16.14 Exculpation**. Woodfield POA, the directors or officers of Woodfield POA, the ACC, the members of the ACC, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of Woodfield POA, ACC or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Home, that it shall not bring any action or suit against Woodfield POA or their respective directors or officers, the ACC or the members of the ACC, or their respective agents, in order to recover any damages caused by the actions of Woodfield POA, or ACC or their respective members, officers, or directors in connection with the provisions of this Section. Woodfield POA does hereby indemnify, defend and hold the ACC, and each of their members, officers, and directors harmless from all costs, expenses, and liabilities, including attorneys' fees

and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, of all nature resulting by virtue of the acts of the Owners, Woodfield POA, ACC or their members, officers and directors. Woodfield POA, its directors or officers, the ACC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

## **17 Owners Liability.**

**17.1 Loop System Irrigation.** All Homes and Common Areas may receive irrigation pursuant to a loop system. If an Owner desires to make any alterations or improvements to a Home that in any way affect the Loop irrigation system, then the Owner shall be responsible to submit a Work Order to the Woodfield POA to determine what the irrigation modifications are required, if any. The Owner is responsible for the cost associated with any required modifications.

**17.2 Right to Cure.** Should any Owner do any of the following:

**17.2.1** Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Declaration including, without limitation, any provision herein benefiting SJRWMD; or

**17.2.2** Cause any damage to any improvement or Common Areas; or

**17.2.3** Impede Woodfield POA from exercising its rights or performing its responsibilities; or

**17.2.4** Undertake unauthorized improvements or modifications to a Home or the Common Areas, then Woodfield POA, where applicable, after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach, including, but not limited to, entering upon the Home and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy, incurred shall be assessed against the Owner as an Individual Assessment, unless the Owner is the prevailing party in such action.

**17.3 Non-Monetary Defaults.** In the event of a violation by any Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, Woodfield POA shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within ten (10) days after such first written notice of warning, the party entitled to enforce same may, at its option:

**17.3.1** Commence an action to enforce the performance on the part of the Owner or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

**17.3.2** Commence an action to recover damages; and/or

**17.3.3** Take any and all action reasonably necessary to correct the violation or breach.

**17.4 Expenses.** All expenses incurred in connection with the violation or breach, or the commencement of any action against any Owner, including reasonable attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy, shall be assessed against the Owner, as an Individual Assessment, and shall be immediately due and payable without further notice.

**17.5 No Waiver.** The failure to enforce any right, provision, covenant or condition in this Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

**17.6 Rights Cumulative.** All rights, remedies, and privileges granted to Woodfield POA, and/or the ACC pursuant to any terms, provisions, covenants or conditions of this Declaration, or Community Standards, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.

**17.7 Enforcement By or Against Other Persons.** In addition to the foregoing, this Declaration or Community Standards may be enforced by Owners, and/or Woodfield POA by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration or Community Standards shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the Community Standards.

**17.8 Fines.** Woodfield POA may suspend, for reasonable periods of time, the rights of an Owner or an Owner's tenants, guests and invitees, or both, to use the Common Areas and may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720 of the Florida Statutes, against an Owner, tenant, guest or invitee, for failure to comply with any provision of this Declaration including, without limitation, those provisions benefiting the SJRWMD.

**17.8.1** A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing.

**17.8.2** A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) persons (the "**Violations Committee**") appointed by the Board who are not officers, directors or employees of Woodfield POA, or the spouse, parent, child, brother, sister of an officer, director or employee. If the Violations Committee does not by a majority vote approve a fine or suspension the same may not be imposed. The written notice of violation shall be in writing to the Owner, tenant, guest, or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee.

**17.8.3** The non-compliance shall be presented to the Violations Committee acting as a tribunal, after which the Violations Committee shall hear reasons why a fine should not be imposed. The hearing shall be conducted in accordance with the procedures adopted by the Violations Committee from time to time. A written decision of the Violations Committee shall be submitted to the Owner, tenant, guest, or invitee, as applicable, by not later than twenty-one (21) days after the meeting of the Violations Committee. The Owner, tenant, guest, or invitee shall have a right to be represented by counsel and to cross-examine witnesses.

**17.8.4** The Violations Committee may approve Individual Assessments against the Owner in the amount up to \$100 (or any greater amount permitted by law from time to time) for each violation. Each day of noncompliance shall be treated as a separate violation. Any fine shall be capped at the amount levied for sixty-two (62) days. Individual Assessment fines shall be paid not later than ten (10) days after notice of the imposition of the Individual Assessment. All monies received from fines shall be allocated as directed by the Board of Directors.

## **18 Additional Rights of Woodfield POA.**

**18.1 Management.** Woodfield POA may contract with a third party Manager for management of Woodfield POA and the Common Areas.

**18.2 Easements.** Woodfield POA reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress egress and regress, drainage, utilities service, maintenance, Telecommunications Services; and other purposes over, under, upon and across Woodfield so long as any such easements do not materially and adversely interfere with the intended use of Homes previously conveyed to Owners. By way of example, and not of limitation, Woodfield POA may be required to take certain action, or make additions or modifications to the Common Areas in connection with an environmental program. All easements necessary for such purposes are reserved in favor of Woodfield POA, in perpetuity, for such purposes. Without limiting the foregoing, Woodfield POA may relocate any easement affecting a Home, or grant new easements over a Home, after conveyance to an Owner, without the joinder or consent of such Owner, so long as the grant of easement or relocation of easement does not materially and adversely affect the Owner's use of the Home as a residence. As an illustration, Woodfield POA may grant as easement for Telecommunications Systems, irrigation, drainage lines or electrical lines over any portion of Woodfield so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such portion of Woodfield. Woodfield POA and Owners will join in the creation of such easements, etc. and cooperate in the operation thereof. Woodfield POA will not grant any easements, permits, or licenses to any other entity.

**18.3 Right to Enforce.** Woodfield POA has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards and to recover all costs relating thereto, including attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy. Such right shall include the right to perform the obligations of Woodfield POA and to recover all costs incurred in doing so.



**18.4 Non-Liability.** Notwithstanding anything to the contrary in the Woodfield POA Documents, Woodfield POA shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health or welfare of any Owner, occupant or user of any portion of Woodfield including, without limitation, residents and their families, guests, Lessees, licensees, invitees, agents, servants, contractors, and/or subcontractors or for any property of any such persons, without limiting the generality of the foregoing:

**18.4.1** It is the express intent of Woodfield POA Documents that the various provisions thereof which are enforceable by Woodfield POA and which govern or regulate the uses of Woodfield have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of Woodfield and the value thereof; and

**18.4.2** Woodfield POA is not empowered, and has not been created, to act as an agency which enforces or ensures the compliance with the laws of the state of Florida and/or Indian River County or prevents tortious activities; and

**18.4.3** The provisions of Woodfield POA Documents setting forth the uses of Assessments which relate to health and welfare shall be interpreted and applied only as limitations on the uses of Assessment funds and not as creating a duty of Woodfield POA to protect or further the health or welfare of any person(s), even if Assessment funds are chosen to be used for any such reason.

**18.4.4** Each Owner (by virtue of his acceptance of title to a Home) and each other person having an interest in or lien upon, or making a use of, any portion of Woodfield (by virtue of accepting such interest or lien or making such use) shall be bound by this section and shall be deemed to have automatically waived any and all rights, claims, demands and causes or action against Woodfield POA arising from or connected with any matter for which the liability of Woodfield POA has been disclaimed in this section or otherwise, as used in this section, "Woodfield POA" shall include within its meaning all of Woodfield POA's directors, officers, committee's and Board members, agents, vendors, contractors (including management companies, subcontractors, successors ad assigns).

**18.5 Resolution of Disputes.** By acceptance of a deed, each Owner agrees that the Woodfield POA Documents are very complex; therefore, any claim, demand action, or cause of action, with respect to any action, proceeding, claim, counterclaim, or cross claim, whether in contract and/or in tort (regardless if the tort action is presently recognized or not), based on, arising out of, in connection with or in any way related to the Woodfield POA Documents, including any course of conduct, course of dealing, verbal or written statement, validation, protection, enforcement action or omission or any party should be heard in a court proceeding by a judge and not a jury in order to best serve justice. Woodfield POA hereby suggests that each Owner understand the legal consequences of accepting a deed to a Home.

**18.6 Venue.** Each Owner acknowledges regardless of where such Owner: (i) executed a purchase and sale agreement; (ii) resides; (iii) obtains financing or; (iv) closed on a Home, this Declaration legally and factually was executed in Indian River County, Florida. Each Home is located in Indian River County, Florida. Accordingly, an irrefutable presumption exists that the only appropriate venue for the resolution of any dispute lies in Indian River County, Florida. In

addition to the foregoing, each Owner and Woodfield POA agrees that the venue for resolution of any dispute lies in Indian River County, Florida.

**18.7 Reliance.** Before accepting a deed to a Home, each Owner has an obligation to retain an attorney in order to confirm the validity of this Declaration. By acceptance of a deed to a Home, each Owner acknowledges that he has sought and received such an opinion or has made an affirmative decision not to seek such an opinion. Woodfield POA is relying on each Owner confirming in advance of acquiring a Home that this Declaration is valid, fair, and enforceable. Such reliance is detrimental to Woodfield POA. Accordingly, an Estoppel and waiver exists prohibiting each Owner from taking the position that any provision of this Declaration is invalid in any respect, as a further material inducement for Woodfield POA to subject to this Declaration, each Owner does hereby release, waive, discharge, covenant not to sue, acquit, satisfy and forever discharge Woodfield POA, its officers, directors, and agents and its affiliates and assigns from any and all liability, claims, counterclaims, defenses, actions, causes of action, suits, controversies, agreements, promises and demands whatsoever in law or in equity which an Owner may have in the future, or which any personal representative, successor, heir or assign of Owner hereafter can, shall or may have against Woodfield POA, its officers, directors, and agents, and its affiliates and assigns, for, upon or by reason of any matter, cause or thing whatsoever respecting this Declaration, or the exhibits hereto. This release and waiver is intended to be as broad and inclusive as permitted by the laws of the state of Florida.

**18.8 Access Control Systems.** Woodfield POA shall have the right, but not the obligation, to contract for the installation of additional Access Control System facilities for Woodfield including, without limitation, gate(s), gatehouse(s), and/or roving patrol(s) for Woodfield. All contracts for Access Control Systems shall be subject to the prior written approval of Woodfield POA. Woodfield POA shall not be held liable for any loss or damage by reason or failure to provide adequate access control or ineffectiveness of access control measures undertaken. Each and every Owner and the occupant of each Home acknowledges that Woodfield POA, agents, managers, directors and officers, are not insurers of Owners or Homes, or the personal property located within Homes. Woodfield POA will not be responsible or liable for losses, injuries, or deaths resulting from any casualty or intrusion into a Home.

## **19 Telecommunications Services.**

**19.1 Right to Contract for Telecommunications Services.** Woodfield POA shall have the right, but not the obligation, to enter into one or more contracts for the provision of one or more Telecommunications Services for all or any part of Woodfield. Woodfield POA and/or its nominees, successors, assigns, affiliates, and licensees may contract and act as a Telecommunications Provider for one or more Telecommunications Services, subject only to the requirements of all applicable laws, statutes and regulations.

**19.2 Easements.** Woodfield POA reserves unto itself and its nominees, successors, assigns, affiliates, and licensees, and grants to each Telecommunications Provider providing Telecommunications Services to all or a part of Woodfield pursuant to an agreement between Woodfield POA and such Telecommunications Provider, a perpetual right, privilege, easement and right-of-way across, over, under and upon Woodfield for the installation, construction and

maintenance of Telecommunications Systems together with a right, privilege and easement of ingress, egress, and regress access, over and upon Woodfield for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing facilities and equipment constituting such systems. If, and to the extent, Telecommunications Services provided by such Telecommunications Systems are to serve all of Woodfield, then the cost of the Telecommunications Services may be Operating Costs of Woodfield POA and shall be assessed as a part of the Assessments.

**19.3 Restoration.** Upon the completion of any installation, upgrade, maintenance, repair, or removal of the Telecommunications Systems or any part thereof, each Telecommunications Provider shall restore the relevant portion of the Common Areas and/or any Home to as good a condition as that which existed prior to such installation, maintenance, repair or removal. Failure by Telecommunications Provider to complete such restoration within ten (10) days after receiving written notice from Woodfield POA of such failure shall vest in Woodfield POA the right (but not the obligation) to restore or cause to be restored such portion of the Common Areas and/or Home disturbed by such work, all at such Telecommunications Provider's sole cost and expense, except for in emergency situations whereby Woodfield POA may restore or cause to be restored such disturbed portion of the Common Areas and/or Home immediately. In the event that Woodfield POA exercises the right of self-help, each Telecommunications Provider agrees in advance that Woodfield POA shall have the sole right to (1) select the contractors to perform such work and (2) determine the extent of required restoration. This remedy of self-help is in addition to all other remedies of Woodfield hereunder. All reasonable expenses incurred by Woodfield POA in connection with such restoration shall be paid by Telecommunications Provider within ten (10) days of delivery to Telecommunications Provider of Woodfield POA invoice therefore. Any expenses not so paid when due shall bear interest from the due date at the lesser of (i) the publicly announced prime rate (or similar successor reference rate) of a Bank or its successor on the date of such invoice, or (ii) the maximum rate of interest allowed by the law of the State of Florida for such obligations, or as may be provided in a contract between Woodfield POA and a Telecommunications Provider.

**19.4 Operating Costs.** Each Owner understands that the expense of any Telecommunications Service may or may not be charged on a bulk basis, and may be charged at the rate equal to any rate paid by individual Home Owners that are not subject to Woodfield POA documents.

**20 Housing for Older Persons.**

**20.1 Age of Residents; Services and Facilities.** Subject to all local ordinances, as they may be amended from time to time, at least eighty percent (80%) of the occupied Homes must be occupied by at least one (1) person fifty-five (55) years of age or older. It shall be the responsibility of the Board of Woodfield POA to determine whether eighty percent (80%) of the occupied Homes in Woodfield are occupied by at least one person who is fifty-five (55) years of age or older. No person under the age of eighteen (18) may be a permanent occupant of any Home, except that persons under the age of eighteen (18) may be permitted to visit and temporarily reside for periods not to exceed thirty (30) days in total in any calendar year. Such

temporary residency shall be governed by Rules and Regulations adopted by the Board. Notwithstanding anything to the contrary set forth in this Declaration, the restriction that no person under the age of eighteen (18) years may be a permanent occupant of any Home shall be in perpetuity and shall not be subject to amendment. The provisions of this Section are intended specifically to be consistent with, and are set forth in order to comply with the provisions of the federal Fair Housing Act and the Housing for Older Persons Act (collectively, the "Act"), and exceptions therefrom provided by 42 U.S.C., Section 3607, regarding discrimination based on familial status, and may be amended at any time by a majority of the Board of Directors (without the joinder or vote of Owners) to reduce the fifty-five (55) years of age restriction if so permitted by the Act. Each Owner should be aware that up to twenty percent (20%) of the occupied Homes in Woodfield may be occupied by persons who are under the age of fifty-five (55) so long as such persons are eighteen (18) years of age or older except that persons under the age of eighteen (18) may be permitted to visit and temporarily reside for periods not to exceed thirty (30) days in total in any calendar year.

**20.2 Sale or Lease.** Owners shall be responsible for including the statement that the Homes within Woodfield are intended for occupancy by persons fifty-five (55) years of age or older, as set forth above, in conspicuous type in any lease, purchase and sale agreement, transfer documents or other occupancy agreement relating to such Owner's Home, which agreements or contracts shall be in writing and signed by the tenant or purchaser. No Owner may transfer any interest in a Home without the approval of Woodfield POA as provided in Woodfield POA Rules and Regulations. Without limiting the foregoing, Woodfield POA has the right to withhold approval of any transfer or change in occupancy of a Home that will not result in occupancy of the Home by at least one person fifty-five (55) years of age or older.

**20.3 Change of Occupancy.** In the event of any proposed change in occupancy of any Home, as a result of transfer, sale, gift, lease, sublease, assignment, death, birth, marriage, separation, divorce, or otherwise, the Owner of such Home shall immediately notify the Board in writing and provide to the Board the names and ages of all current and proposed occupants of the Home and such other information the Board may reasonably require to verify the age of each occupant. No voluntary change in occupancy shall occur without the prior approval of Woodfield POA as provided in Woodfield POA Rules and Regulations.

**20.4 Maintaining Age Records.** Woodfield POA shall be responsible for maintaining age records on all occupants of Homes. The Board shall publish and adhere to policies, procedures, and rules to monitor and maintain compliance with this Section and the Act, including policies regarding verification of compliance with the Act through surveys and affidavits. Woodfield POA shall develop procedures for determining the occupancy of each Home. Woodfield POA may require occupants of Homes to produce copies of birth certificates, driver's licenses, passports, immigration cards, military identifications, or other official documents containing birth date of comparable reliability.

**20.5 Enforcement of Provisions.** Woodfield POA shall have the power and authority to enforce this Section in any legal manner available, as the Board deems appropriate, including, without limitation, taking action to evict the occupants of any Home which does not comply with the requirements and restrictions of this Section. Each Owner hereby appoints

Woodfield POA as its attorney-in-fact for the purpose of taking legal action to dispossess, evict or otherwise remove the occupants of his or her Home as necessary to enforce compliance with this section. Each Owner shall fully and truthfully respond to any and all requests by Woodfield POA for information regarding the occupancy of the Home which in the judgment of the Board are reasonably necessary to monitor compliance with this Section.

## **21 General Provisions.**

**21.1 Authority of Board.** Except when a vote of the membership of Woodfield POA is specifically required, all decisions, duties, and obligations of Woodfield POA hereunder may be made by the Board. Woodfield POA and Owners shall be bound thereby.

**21.2 Severability.** Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect.

**21.3 Construction Activities.** All Owners, occupants, and users of Woodfield are hereby placed on notice that (1) Woodfield POA and/or its agents, contractors, subcontractors, licensees and other designees and/or (2) any other parties may be, from time to time, conducting excavation, construction and other activities within or in proximity to Woodfield. By acceptance of their deed or other conveyance or mortgage, leasehold, license or other interest, and by using any portion of Woodfield, each such Owner, occupant and user automatically acknowledges, stipulates and agrees: (i) that none of the aforesaid activities shall be deemed nuisances or noxious or offensive activities, hereunder or at law generally; (ii) not to enter upon, or allow their children or other persons under their control or direction to enter upon (regardless of whether such entry is a trespass or otherwise) any property within or in proximity to Woodfield where such activity is being conducted (even if not being actively conducted at the time of entry, such as at night or otherwise during non-working hours), (iii) Woodfield POA and the other aforesaid related parties shall not be liable for any and all losses, damages (compensatory, consequential, punitive or otherwise), injuries or deaths arising from or relating to the aforesaid activities, except resulting directly from Woodfield POA's gross negligence or willful misconduct, and (iv) and purchase or use of any portion of Woodfield has been and will be made with full knowledge of the foregoing.

**21.4 Notices.** Any notice required to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing.

**21.5 Florida Statutes.** Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date this Declaration is recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

**21.6 Title Documents.** Each Owner by acceptance of a deed to a Home acknowledges that such Home is subject to certain land use and title documents and all amendments thereto, which may include among other items, the following Title Documents identified in this Declaration (collectively, the "**Title Documents**"):

- 21.6.1** Indian River Farms Co. Plat of Lands and Plan for Land Drainage and Road Reservations recorded in Plat Book 2 at Page 25.
- 21.6.2** Plat of Ward's Subdivision recorded in Plat Book 2 at Page 12.
- 21.6.3** Bellsouth Easement recorded in Official Records Book 1722 at Page 1242.
- 21.6.4** Conservation Easement recorded in Official Records Book 1726 at Page 662.
- 21.6.5** Concurrency Acknowledgement Agreement recorded in Official Records Book 1750 at Page 2183.
- 21.6.6** Assignment of Development Rights, Permits, and Approvals recorded in Official Records Book 1784 at Page 1650.
- 21.6.7** Plat of Woodfield P.D., Phase 1 recorded in Plat Book 20 at Page 50.
- 21.6.8** Plat of Woodfield P.D., Phase 2 recorded in Plat Book 20 at Page 56.
- 21.6.9** Plat of Woodfield P.D., Phase 3 recorded in Plat Book 20 at Page 58.
- 21.6.10** Plat of Woodfield P.D., Phase 4 recorded in Plat Book 20 at Page 61.

**ALL OF THE FOREGOING IS RECORDED IN THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA.**