

BK14 00 PG1290

Ref. To:  
LAWRENCE D. LEBELIER  
COUNTY ENGINEERING ADMINISTRATOR  
3230-D S.E. MARICAMP ROAD  
OCALA, FLORIDA 32671

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR WESTBURY

THIS DECLARATION, made this 6<sup>th</sup> day of JANUARY,  
1987, by W. M. Palmer, Jr., as Trustee, hereinafter referred to  
as "Developer".

W I T N E S S E T H:

WHEREAS, Developer is the Owner of WESTBURY, a  
subdivision as evidenced by plat thereof recorded in Plat Book  
Y, at Pages 83 & 84, of the Public Records of Marion County,  
Florida, and

WHEREAS, Developer desires to subject portions of said  
real property to the provisions of this Declaration and to  
provide for the extension of the provisions of this Declaration  
to other adjoining properties.

NOW, THEREFORE, Developer hereby declares that all of  
the following described property (herein called the "Property"):

All of WESTBURY, as per plat thereof recorded in Plat  
Book Y, at Pages 83 & 84, of the public records of  
Marion County, Florida.

shall be held, sold and conveyed subject to the following  
reservations, easements, restrictions, covenants and conditions,  
which are for the purpose of protecting the value and  
desirability of, and which shall run with, the real property and  
be binding on all parties having any right, title or interest in  
the property or any part thereof, their heirs, successors and  
assigns and shall inure to the benefit of each Owner thereof.

ARTICLE I  
DEFINITIONS

1. "Additional Property" shall mean and refer to the  
real property described in Exhibit B attached hereto and by  
reference made a part hereof.
2. "Association" shall mean and refer to the WESTBURY  
HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for  
profit, its successors and assigns.
3. "Board" shall mean and refer to the Board of  
Directors of the Association.
4. "Committee" shall mean the WESTBURY DESIGN CONTROL

RECORDED AND RECORD  
MARION COUNTY, FL  
1987 JUN 21 PM 4:08  
BY DLJ/gk  
97-003746

James E. Higgins

COMMITTEE, which shall initially consist of Susan E. Palmer, Margaret Palmer, and Noah H. Long, Jr., or such other individuals as Developer may appoint until all lots in the Property shall have been fully developed and permanent improvements constructed thereon and sold to permanent residents; at which time such term shall mean and refer to those persons selected annually by the Owners in compliance with the bylaws of the Association to serve as members of said committee.

5. "Common Area" shall mean the real and personal property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of and upon recording of this Declaration is described as follows:

See Exhibit "A" attached hereto and incorporated by reference herein.

Additional real and personal property or interest therein may be conveyed by Developer to the Association as Common Area, from time to time, by deed from Developer to the Association or by amendment to this Declaration pursuant to Article IX hereof and upon such Amendment or deed being recorded such property shall become Common Area subject to all of the conditions, limitations and provisions hereof.

6. "Developer" shall mean and refer to W. M. PALMER, JR., as TRUSTEE, and any successor or assign to whom Developer shall specifically transfer or assign its rights under this Declaration. The conveyance of lots in WESTBURY by Developer, absent specific transfer or assignment of Developer's rights under this Declaration shall not be deemed to convey, transfer or assign such rights.

7. "Lot" shall mean and refer to the parcels shown on the recorded plat of WESTBURY and identified by the numbers 1 through 46.

8. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any lot including contract vendors, but excluding those having such interests merely as security for the performance of an obligation, and, as respects the restrictions, limitations and obligations of Article V and Article VI, shall also mean and refer to any tenant, business invitee or guest of an Owner or occupant of an Owner's property.

9. "Person" shall mean and refer to a natural person, corporation, partnership, association, trust or other legal entity, or any combination thereof.

10. "Structure" shall mean and refer to: (i) any thing or object, the placement of which upon any Lot may affect the appearance of such lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, gazebo, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, tennis court, fence, curbing, paving, wall, tree, shrub, sign, signboard, mailbox, driveway, temporary or permanent living quarters or any other temporary or permanent improvement to such Lot; (ii) any excavation, grading or fill ditch; and (iii) any change in grade at any point on a Lot of more than six (6) inches.

ARTICLE II  
OWNERS' RIGHTS IN COMMON AREAS

1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

- (A) The right of the Association to promulgate reasonable rules and regulations respecting use and enjoyment of the Common Area or any portions thereof in accordance with the provisions of the Association's By-Laws.
- (B) The right of the Association to grant easements upon, across, over and under the Common Area for ingress, egress, installation, replacement, repair and maintenance of master television antenna systems, security and similar systems and all utilities, including, but not limited to electric, water, sewer, gas and telephone utilities.
- (C) The right of the Association to dedicate or transfer all or any portion of the Common Area to any public agency, authority or utility for such purpose and subject to such condition as may be agreed to by the Association, but provided that no such dedication or transfer shall be effective unless made in accordance with the provisions of the Association's By-Laws respecting the same. The right of the Association to dedicate or transfer all or portions of the Common Area granted in this paragraph (C) shall be in addition to and shall not constitute a limitation upon the right to grant easements on, over, under or across the Common Area provided in Paragraph (B), above

- (D) The right of the Association to borrow money for the purpose of improving the Common Area, or any portion thereof, or for constructing, repairing or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a mortgage conveying all or any portion of the Common Area; provided, however, that the lien and encumbrance of any such mortgage given by the Association shall be subject and subordinate to any and all rights, interests, options, easements and privileges herein reserved or established for the benefit of Developer or any Owner of the holder of any mortgage, irrespective of when executed, given by Developer or Owner encumbering any Lot.

2. Delegation of Use. Any Owner may delegate his or her right of enjoyment of the Common Area and facilities to the members of his or her family, tenants, social invitees and contract purchaser in possession, subject to such conditions, limitations and restrictions respecting the manner and extent of delegation of an Owner's right of enjoyment to the Common Area as may be contained in the Association's published Rules and Regulations respecting the same.

ARTICLE III  
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

1. Every Owner shall be required to be a member of the Association. Membership shall be appurtenant to and may not be separated from the fee simple ownership of a Lot in WESTBURY.

2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Developer and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members but the vote for such Lot shall be exercised by one of their number designated in the manner provided in the Association's By-Laws and in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Developer, who shall be entitled to four votes for each Lot owned until such time as the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership and, from and after the date at which the total votes outstanding in the Class A

membership equal the total votes outstanding in the Class B membership, the Class B member, irrespective of the number of Lots owned, shall be entitled to a total number of votes equal to the total votes outstanding in the Class A membership. The Class B membership shall cease and be converted to Class A membership at such time as the Developer ceases to be the Owner of any Lot.

ARTICLE IV  
COVENANT FOR COMMON AREA IMPROVEMENT  
AND MAINTENANCE AND FOR ASSESSMENTS

1. Maintenance of Common Area. Except as otherwise provided for herein, the Association shall maintain and keep in good repair all portions of the Common Area and improvements thereon, if any. The Association's responsibility with respect to the Common Area shall be deemed to include the maintenance, repair and replacement of (i) all roads, driveways, walks, parking areas and buildings and other improvements, if any, situated within the Common Area; (ii) such utility lines, pipes, plumbing, wires, conduits and systems which are a part of the Common Area; (iii) all lawns, trees, shrubs, hedges, grass and other landscaping situated within or upon the Common Area; and (iv) the stormwater management system consisting of streets with miami curb, street inlets, stormsewer pipe and three stormwater retention areas, in compliance with that Permit No-4-083-0111 issued November 11, 1986, by the St. Johns River Water Management District ("SJRWMD").

2. Sinkhole. As per the conditions of the storm water permit issued by the SJRWMD, in the event of any sinkhole development in any stormwater retention area in WESTBURY, the Developer and the Association agree to comply with the following:

a. The Developer agrees to pay 100% of the cost of the repair of any sinkhole developing within one year from November 11, 1986; thereafter the Developer and the Association shall be financially responsible for such repair in accordance with the Annual Assessment and Special Assessment provisions of this Declaration and the Association's By-Laws.

b. During the time period from November 11, 1986 through November 10, 1987, the Developer shall notify SJRWMD of any sinkhole development and shall commence repair of any sinkhole within fourteen (14) days; thereafter the Association shall be responsible for said notification and commencement of repair.

c. All sinkhole repair, whether undertaken by the

Developer or by the Association, shall be performed in accordance with the plans and specifications described in Attachment A and shown in Attachment B to this Declaration.

3. Creation of the Obligation for Assessments. The Developer for each Lot owned in WESTBURY, hereby covenants, and each Owner of any Lot, by acceptance of the deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (a) the Annual Assessments and any Special Assessments levied in accordance with the provisions of the Association's By-Laws, and (b) specific assessments against any particular Lot which are established pursuant to the terms of Article VIII of this Declaration. All such assessments together with interest, costs and reasonable attorney's fees will be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the Owner of such Lot at the time the assessment fell due. Each Owner shall be liable for his or her portion of each assessment coming due while he or she is the Owner of a Lot and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance.

4. Purpose of Assessments. The annual and any special assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, security and welfare of the residents of WESTBURY, for the acquisition, improvement, maintenance and operation of the Common Area, including the cost of ad valorem taxes and insurance for the Common Area, management and professional services.

5. Computation of Assessments and Determination of Date for Payment Thereof. The amount of the annual assessments and of any special assessments levied upon each Lot and the dates at which the same are to be paid shall be determined as provided in the Association's By-Laws.

6. Lien for Assessments; Attachment and Priority. All sums assessed against a lot pursuant to this article, together with interest, costs and reasonable attorney's fees as provided herein, shall be secured by a lien on such Lot in favor of the Association. The lien for Annual Assessments shall attach as of 12:01 A.M. on January 1st of the year for which each such assessment is made. The lien for Special Assessments and Specific Assessments shall attach upon the recording of a Notice of Assessment thereof in the public records of Marion County, Florida, setting forth the amount of the lien and a description of the lots encumbered thereby.

Such lien shall be superior to all other liens and encumbrances on such lot, except only for:

- (a) Liens for ad valorem taxes or other governmental liens given priority by federal or state statute; and
- (b) The liens for sums unpaid on (1) a first mortgage in favor of an institutional lender, (2) any other mortgages in favor of the holder of such first mortgage, or (3) any mortgage to Developer, which have been recorded in the public records of Marion County, Florida, prior to the attachment of such assessment lien, and the purchaser at a sale in foreclosure of any such mortgages or any such mortgage that accepts a deed in lieu of foreclosure shall take title free and clear of any assessment lien which attached subsequent to the recording of such mortgage and prior to the date of such acquisition of title.

All other persons acquiring liens or encumbrances on any Lot after this Declaration is recorded in the public records of Marion County, Florida, shall be deemed to consent that such liens or encumbrances shall be inferior to any existing or future liens for assessments as provided herein whether or not prior consent and agreement to subordination be specifically set forth in the instrument creating such lien or encumbrance.

7. Effect of Nonpayment of Assessments; Remedies to the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate determined by the Board of Directors and specified in the notice of such assessment. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot against which such assessment was made. No owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Area or abandonment of his Lot.

8. Limitation Upon Assessments. Notwithstanding the provisions hereinabove and the provisions of the Association's By-Laws respecting Annual Assessments, Special Assessments and the determination of the amounts thereof, Declarant specifically covenants and agrees and each Owner of any Lot, by acceptance of the deed therefor is deemed to have covenanted and agree with the Developer that:

- (A) The aggregate amount of the annual and special assessments for the calendar year 1987 levied upon any Lot owned by an Owner other than Developer shall not exceed \$1,200.00.
- (B) The aggregate amount of the annual and special assessments for the calendar year 1988 levied upon any Lot owned by an Owner other than Developer shall not exceed \$1,500.00.
- (C) Developer shall be excused from paying any Annual or Special Assessments levied for calendar years 1987 and 1988 on Lots owned by Developer but shall be obligated to pay each such year the amount by which the Association's expenses incurred during such year exceed the amount receivable by the Association from annual or special assessments, from the owners other than Developer. The obligation of Developer hereunder shall be enforceable in the same manner as herein provided for enforcement of the obligations of annual and special assessments.

ARTICLE V  
DESIGN CONTROL COMMITTEE

1. Purpose, Powers and Duties of the Westbury Design Control Committee. The purpose of the Committee is to assure that the installation, construction or alteration of any Structure on any Lot is submitted to the Committee for approval (i) as to whether the proposed installation, construction or alteration is in conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of the development of the Property; and (ii) as to the location of Structures with respect to topography, finished ground elevation and surrounding Structures. To the extent necessary to carry out such purpose, the Committee shall have all of the powers and duties to do each and every thing necessary, suitable, convenient or proper for, or in connection with or incidental to, the accomplishment of such purpose, including, without being limited to, the power and duty to approve or disapprove plans and specifications for any installation, construction or alteration of any Structure on any Lot.

2. Meetings. The Committee shall hold regular meetings at least once every month or more often as may be established by the Committee. Special meetings may be called by the Committee. Regular and special meetings of the Committee shall be held at such time and at such place as the Committee



shall specify. Notice of each regular or special meeting of the Committee shall be mailed to each member thereof at his residence or at his usual place of business at least three (3) days before the day the meeting is to be held. Notice of regular and special meetings need not specify the purpose or purposes for which the meeting is called. Notice of a meeting need not be given to any member of the Committee who signs a waiver of notice either before or after the meeting. Attendance of a member of the Committee at a meeting shall constitute a waiver of notice of such meeting and shall constitute a waiver of any and all objections with respect to the place of the meeting, the time of the meeting or the manner in which it has been called or convened, except when the member states, at the beginning of the meeting, such objection or objections to the transaction of business. At each meeting of the Committee, the presence of a majority of the members then in office shall constitute a quorum for the transaction of business. Except as otherwise provided herein, the act of a majority of the members of the Committee present at any regular or special meeting thereof, at which a quorum is present shall constitute the act of the Committee. In the absence of a quorum, any member of the Committee present at the time and place of the meeting may adjourn the meeting from time to time until a quorum shall be present. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called. Any action required to be taken at a meeting of the Committee, or any action which may be taken at a meeting of the Committee, may be taken without a meeting if written consent is obtained from all members of the Committee, setting forth the action so taken. Such consent shall have the same force and effect as a unanimous vote.

3. Action of Members of Committee. Any member of the Committee may be authorized by the Committee to exercise the full authority of the Committee with respect to all matters over which the Committee has authority as may be specified by resolution of the Committee. The action of such member with respect to the matters specified shall be final and binding upon the Committee and upon any applicant for an approval permit or authorization, subject, however, to review and modification by the Committee on its own motion or appeal by the applicant to the Committee as provided herein. Written notice of the decision of such member shall, within five (5) days thereof, be given to any applicant for an approval permit or authorization. The applicant may, within ten (10) days after receipt of notice of any decision which he deems to be unsatisfactory, file a written request to have the matter in question reviewed by the Committee. Upon the filing of any such request, the matter with respect to which such request was filed, shall be submitted to, and reviewed promptly by, the Committee, but in no event later than thirty (30) days

after the filing of such request. The decision of a majority of the members of the Committee with respect to such matter shall be final and binding.

4. Submission of Plans and Specifications. No change in the topography of any Lot nor the removal or destruction of any existing tree six inches in diameter measured four feet from the ground nor the construction of any Structure nor the installation of any utility or other service shall be commenced, erected or maintained on any Lot, nor shall any exterior addition to or change or alteration therein be made until a Site Plan for such Lot showing all proposed change in topography and vegetation (including any proposed landscaping) and detailed plans and specification showing the nature, kind, shape, height, materials, external colors and location of any Structure shall have been submitted to and approved in writing by the WESTBURY DESIGN CONTROL COMMITTEE, its successors and assigns and a copy of such plans as finally approved deposited for permanent record with the Committee.

The Owner of any Lot desiring to alter the existing topography thereof, the existing vegetation thereon or to erect, place, construct or alter a Structure thereon shall submit detailed plans and specifications prepared by a licensed architect or engineer reflecting such proposed alteration in topography, vegetation or structure which must include:

- (A) A Site Plan showing all proposed alterations of topography and vegetation (including any landscaping or plantings to be installed), and the dimensions and location of all buildings, fences, walls, driveways, walks, utility easements or other improvements to be erected on or under such lot.
- (B) Foundation plan, floor plan, and exterior elevations of all structures (including the dimensions thereof) as they will actually appear after all topographic changes and landscaping is done from finished ground up.
- (C) The description of the exterior color schemes and materials to be employed in all Structures and, upon request of the Committee, actual samples of all such materials.
- (D) An estimate of the costs of such alteration or construction, the date the Owner intends to commence such work and the date such work will be completed.

Such plans and specifications shall be submitted in writing for approval over the signature of the Owner of the Lot or his duly authorized agent (with written evidence of such authority).

5. Approval and Disapproval of Plans and Specifications. The Committee shall have the right to approve or disapprove any plans and specifications submitted to it in its sole and uncontrolled discretion, which approval or disapproval may be based on any grounds, including purely aesthetic considerations which shall be deemed sufficient. Committee approval of such plans and specifications may be withheld not only because of their noncompliance with any specific restrictions contained in this Declaration but also by reason of the dissatisfaction of the Committee with the grading plan, location of the structure on the building site, the engineering, color scheme, finished design, proportions, architecture, shape, height, style or appropriateness of the proposed structure or addition or remodeling, the materials used therein, the kind, pitch, color or type of roof proposed to be placed thereon, an apparent unrealistic anticipation of costs or excessive period of construction, or because the Committee's dissatisfaction with any or all other matters or things which, in the judgment of the Committee, would render the proposed changes in topography, vegetation or structure inharmonious or aesthetically inconsistent with the general plan of improvement of WESTBURY or with the Structures erected on other Lots in the immediate vicinity of the lot or tract on which such improvement is proposed to be made.

Written approval by the Committee shall be deemed valid for a period of one year and all construction so approved must be completed within one year.

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

If after plans and specifications have been approved there is any change in topography or vegetation or any Structure shall be altered, erected, placed or maintained upon a Lot otherwise than approved by the Committee, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the Committee ever having been obtained as required by these restrictions and shall constitute a breach hereof.

If after commencement of any approved change in

topography or vegetation or approved construction or alteration of any Structure, such work is abandoned for a period of twenty-one (21) days or is not prosecuted in a manner consistent with completion within the time estimated and approved for completion, then such abandonment or failure of diligent prosecution shall be deemed a violation and breach of the requirements of this Article V.

Any member of the WESTBURY DESIGN CONTROL COMMITTEE may from time to time at any reasonable hour or hours enter and inspect any improvements underway on any lot as to compliance with the provisions hereof and shall not thereby be deemed guilty in any manner of trespass for such entry or inspection.

If, within thirty (30) days following submission of all plans, specifications, materials and information required herein (such period to commence only upon submission of all required information), the Committee fails to take official action with respect to approval or disapproval of any plans and specifications submitted in conformity with the requirements hereof and receipted for in writing, then such approval will not be required, provided that the improvements shown by such plan and specifications are not in violation of any specific restrictions contained in this declaration and entail no variance permitted to be made by the Committee under this Declaration.

Neither Developer nor any member of the Committee shall be responsible or liable in any way for any defects in any plans or specifications approved by the Committee, nor for any structural defects in any work done according to such plans and specifications approved by the Committee. Further, approval of plans and specifications by the Committee shall not be deemed to represent or warrant to any Person the quality, function or operation of the Structure or of any construction, workmanship, engineering, materials or equipment. Neither Developer nor any member of the Committee shall be liable in damages or in any other respect to anyone submitting plans or specifications for approval under this Article, or to any Owner, or to any other Person having an interest in any of the Property by reason of mistake in judgment, negligence, misfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. By submission of such plans and specifications to the Committee, every Owner of any Lot releases and agrees to hold harmless and to defend Developer and any member of the Committee from any such alleged liability, claim and/or damage.

6. Approval of Builders. Any builder or landscaper, prior to performing any work on any Lot in the Property, must first be approved by the Committee as to financial stability,

building or landscaping experience and ability to build or landscape Structures or grounds of the class and type of those which are to be built on the Property. Such approval may be granted or withheld in the sole and uncontrolled discretion of the Committee. No Person shall be approved as a builder or landscaper unless such Person obtains his income primarily from construction of landscaping of the type which builder or landscaper is to perform upon the Property. No Owner will be permitted to act as his own builder or contractor except where such Owner obtains his income primarily from the construction of the type of Structures to be constructed on the Property and otherwise meets the qualifications for approval by the Committee as hereinabove set forth.

7. Violations. (a) If any Structure shall be erected, placed, maintained or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the Committee pursuant to the provisions of this Article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the Committee such violation shall have occurred, the Committee shall be entitled and empowered to enjoin or remove any such construction. Any costs and expenses incurred by the Committee in enjoining and/or removing any construction or improvements shall be added to and become a part of the assessment to which the Owner and his Lot are subject.

(b) The Committee shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within twenty (20) days after the mailing of the aforesaid notice of violation, then the Committee shall have the right of abatement as provided in Article VIII hereof. In addition to the right of abatement, the Board, upon being informed of such violation by the Committee, shall be entitled to seek equitable relief to enjoin such construction.

ARTICLE VI  
GENERAL COVENANTS AND RESTRICTIONS

The following covenants and restrictions shall apply to the use and development of all Lots and to all Structures erected or placed thereon:

1. No buildings shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling and accessory

buildings, which may include a detached private garage and/or guest or servant's quarters. Any accessory Structure, whether attached or detached, shall be placed in such a way that it becomes an integral part and conforms to the general design of the primary residence.

2. No principal residential building shall contain less than 2,500 square feet of living area, excluding garage, screen porch, attached greenhouse, covered patios or entryways.
3. No building erected or used on said Lots will exceed two (2) stories in height. Any two-story principal residential building shall have a minimum first floor living area of 1,500 square feet.
4. All construction shall be carried out in compliance with the laws, code rules, regulations and orders of all applicable governmental agencies and authorities.
5. All single-family residences constructed on the Lots shall be of such style as will not materially affect the value or appearance of the adjoining Lot in the subdivision. The determination of whether or not a residence is in compliance with this style restriction shall be decided by the WESTBURY DESIGN CONTROL COMMITTEE in its sole and uncontrolled discretion.
6. No building shall be erected nearer than 50 feet to the front lot line of any Lot nor nearer than 25 feet to any side or rear lot line. Each lot line of a corner Lot adjacent to a street shall be considered a front lot line. A variance of the minimum setback distances from interior and rear lot lines may be granted by the WESTBURY DESIGN CONTROL COMMITTEE upon (a) its determination that the plans as submitted are in conformity with the character of the area and that the variance will not diminish the use or value of adjoining property, and (b) its receipt of written consent to any variance of the minimum setback from an interior lot line from the owner of record of the adjoining Lot. In cases of ownership of two or more adjoining Lots or one Lot and a portion of an adjoining Lot, the platted interior lot line may be ignored and the actual boundaries of the ownership used in lieu thereof and such ownership shall be thereafter considered as one Lot for the purpose of these restrictions.

7. Concrete or concrete block or cinder block shall not be used as a building material for the exposed exterior surface of any Structure constructed or placed on any Lot. There shall be no chain-link fence or fences or walls of any other material which the WESTBURY DESIGN CONTROL COMMITTEE determines to be incompatible with dwellings or other structures in WESTBURY, except green or dark colored chain-link fence used to enclose a tennis court.
8. No Structure of a temporary character shall be placed upon any Lot at any time; provided, however, that this prohibition shall not prohibit temporary shelters used by a builder during the construction of permanent buildings, provided such temporary shelters may not at any time be used as residences or permitted to remain on the Lot after completion of construction and provided further that such temporary shelters and their location shall be approved by the WESTBURY DESIGN CONTROL COMMITTEE prior to installation thereof.
9. All electric, telephone, cable television or other utility extending on or across any Lot or portion thereof shall be underground.
10. No stationary wire, clothes lines, clothes racks, satellite dishes, antennae, composter or similar objects or equipment shall be placed, erected or permitted to remain on the exterior portion of any Lot.
11. No window air conditioning unit may be located in any part of any dwelling or Structure which is visible from any street, and all exterior compressor units shall be ground mounted and screened by fencing or planting of a density and height to hide the unit effectively, which fencing or planting shall first be approved by the WESTBURY DESIGN CONTROL COMMITTEE.
12. Any screen porch which is a part of any dwelling or Structure must have a dark color screen, and no bright color silver finish screens may be used.
13. No plumbing vent or heating vent shall be placed on the front side of any roof of any dwelling or Structure, and any such vent shall be painted the same color as the roof on which it is placed.

14. No exposed, above-ground tanks for the storage of fuel or water or any other substance shall be located on any Lot other than apparatus relating to solar energy, the location and design of which must first be approved by the WESTBURY DESIGN CONTROL COMMITTEE.
15. Any construction on a Lot shall be at the risk of the Owner of such Lot and the Owner of such Lot shall be responsible for any damage to any curbing or street resulting from construction on such Lot; repairs of such damage must be made within thirty (30) days after completion of such construction.
16. No fence, wall hedge, or shrub plantings which obstructs sight lines at elevations between two and six feet above the street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet distant from the intersection of the street property line, or, in the case of a rounded property corner from the intersection of the street property lines extended. Neither shall such obstruction be permitted on any Lot within ten feet from the intersection of the street property line with the edge of a driveway. No tree shall be permitted to remain such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
17. All garages shall be fully enclosed and equipped with an overhead door and automatic door closer systems. Garage door openings shall not face the street.
18. All mailboxes and newspaper receptacles shall conform to the design designated by the WESTBURY DESIGN CONTROL COMMITTEE.
19. Each Lot shall be occupied and used for single family residential purpose only and no trade, business or profession shall be pursued on any Lot.
20. No commercial signs of any kind will be permitted on any Lot except temporary architect and general building contractor's site identification signs which shall be not more than six square feet, shall



be approved by the WESTBURY DESIGN CONTROL COMMITTEE as to size and content and shall be placed in the center of each Lot no less than six nor more than eight feet from the right of way line. Under no circumstances shall any sign be nailed to trees or temporary stakes. "For Sale" signs of the size and type normally used by residential real estate brokers are allowed, but must be removed immediately upon the closing of the sale of the Lot.

21. Each Lot Owner shall provide garbage and trash containers that are underground or in screened or sanitary enclosures and are not visible from the street or from adjoining property except during those hours designated by the Association for garbage and trash collection. Each Lot Owner shall utilize the service of the private or public refuse collection agency designated by the Association from time to time. No Owner, tenant or occupant shall burn any rubbish, leaves or trash on any Lot at any time.
22. No Lot Owner shall contract for or accept service from any refuse and garbage collection service, cable television or master antenna service, or electric, gas, water, sewage disposal or similar service or utility system except those designated by the Association from time to time.
23. All motor vehicles, whether belonging to the Owner or tenant of the Lot, the Owner's guest or business invitees, shall be parked on the Owner's property. Adequate off-street parking shall be provided for each Lot.
24. No motorcycle, boat, trailer, camper, travel trailer, recreational vehicle, mobile home or other powered or unpowered motor vehicle other than a private passenger vehicle shall be parked or maintained on any Lot except in an enclosed garage. No commercial vehicle of any kind other than one operated by a vendor providing delivery or temporary services to the premises shall be permitted on any Lot at any time.
25. Each Lot Owner shall maintain his premises and all improvements thereon in a clean, neat and attractive condition, shall keep his property free of any accumulation of junk, trash, abandoned

vehicles, construction materials, equipment or any other unsightly objects and shall not permit any natural or artificial feature on any Lot to become obnoxious, overgrown or unsightly. If, in the judgment of the WESTBURY DESIGN CONTROL COMMITTEE an Owner fails to maintain improvements on a Lot, permits accumulations of trash or junk or permits any lawn, fence, hedge, tree or landscaping feature to become obnoxious, overgrown, unsightly or unreasonably high, the Association shall have the right, but not the obligation, to cut, trim or maintain said lawn, fence, hedge, tree or landscaping feature, to remove such accumulation of junk or trash or to effect necessary repair and maintenance to the premises with the cost thereof to be billed as a specific assessment enforceable pursuant to the terms of Article VIII of this Declaration.

26. No Lot Owner shall discharge or permit discharge of any liquid or solid material, waste or trash from a Lot into any lake, pond, creek, run or other waterway on the boundary of such Lot.
27. No animals shall be kept or maintained on any Lot except conventional household pets (dogs, cats, birds or fish) and then only in such number as not to constitute a hazard, nuisance, or annoyance to the Owners of adjoining Lots. All animals permitted to be maintained on any Lot shall be kept and contained on and within the Owner's property in the principal residence or a fully enclosed sound proof structure and shall be permitted in street rights of way or common areas only when under restraint and in the company of the Owner, a member of the Owner's family or servant. No kennel, run, aviary or similar open structure for the housing of animals shall be permitted.
28. No Lot Owner or guest on any Lot shall make use of any Lot in a manner which violates any laws, ordinances or regulations of any governmental authority having jurisdiction over the area or results in noxious or offensive activity or which is or may become a nuisance, source of embarrassment, discomfort or annoyance to other residents of WESTBURY.

ARTICLE VII  
INSURANCE

The Board, or its duly authorized agent, shall obtain such insurance policies upon the Common Area as the Board deems necessary or desirable in its sole discretion. The named insured on all policies of insurance shall be the Association.

ARTICLE VIII  
GENERAL PROVISION

1. Enforcement. In the event any Owner or the agent of such Owner violates or breaches any of the requirements, restrictions, conditions or limitations contained in Articles II, V and VI or this Declaration or in rules and regulations promulgated under authority of this Declaration by the Association, the Association shall have the right, but not the obligation, to (a) proceed at law or in equity to prevent the violation or breach and to compel compliance with the requirements of such Articles or rules and regulations, or (b) enter upon the property where such violation exists and summarily abate or remove the same at the expense of the Owner if, after ten days written notice of such violation to the Owner, it shall not have been corrected. Each of the rights herein granted the Association shall be cumulative and a failure to enforce any right, reservation, restriction or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so as to the same breach, or as to any other breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

The authority to abate or remove an existing violation shall include, as respects a violation of an Owner's representation and covenant to complete improvements within a specified time, the right to remove or to complete improvements undertaken but not diligently prosecuted by the Owner.

In the event any Owner of a Lot believes such a violation or breach by any other property Owner or agent of such Owner exists and desires to secure an abatement of such violation or breach, such Owner shall first notify the Association of the perceived violation or breach and request the Association to exercise the rights or enforcement herein-above granted. Should the Association fail or specifically decline to do so within thirty (30) days after receipt of such notice, such Owner, individually, or jointly or severally with other Owners of Lots shall have the right to proceed at law or in equity to prevent the violation or breach and to compel compliance by the offending Owner.

In the event the Association elects to enter upon an individual Lot where a violation or breach of any of the restrictions exists and to summarily abate or remove the same, the entire actual cost to the Association of such action plus fifty percent (50%) of such actual cost shall be payable by the Owner of such Lot to the Association upon demand and shall constitute a specific assessment enforceable in accordance with the provisions of Article IV of this Declaration.

All costs and expenses, including reasonable attorney's fee, incurred by the Association or a Lot Owner or Owners who elect to proceed at law or in equity to remedy or abate a violation of the provisions of Articles V, VI or VII or the rules and regulations promulgated under authority of this Declaration shall be borne by the Lot Owner adjudged in violation thereof, provided, however, that neither an institutional mortgagee that acquires a Lot by foreclosure or deed in lieu of foreclosure nor the purchaser at a judicial, clerk or tax sale shall become liable for costs, expenses or attorney's fees in any action to abate or remedy a violation arising or existing prior to its acquisition of the Lot.

2. Severability. If any provision of the Declaration, or any paragraph, subparagraph, article, section, sentence, clause, phrase, word or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Declaration and the application of any such provision, paragraph, subparagraph, article, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby and the remainder of this Declaration shall be construed as if such invalid part was never included therein.

3. Headings. The headings of articles and sections in this Declaration are for convenience of reference only and shall not in any way limit or define the content or substance of such articles and sections.

4. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a period of twenty (20) years from the date this Declaration is recorded, at the end of which period such covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless at least two-thirds (2/3) of the Owners at the time of the expiration of the initial period, or of any extension period, shall sign an instrument in which said covenants and restrictions are modified in whole or in part, which instrument is filed of record in the appropriate county.

5. Rights and Obligations. Each grantee of the Developer, by the acceptance of a deed of conveyance, accepts the

same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration. All rights, benefits and privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in the Property or any portion thereof, and shall inure to the benefit of such grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

6. Notices. Notices provided for in this Declaration shall be in writing and shall be addressed to any Owner at his lot or at such other address as hereinafter provided. Notices to the Developer shall be in writing and shall be addressed to W. M. Palmer, Jr., Trustee, Post Office Box 367, Ocala, Florida 32678, or at such different address as disclosed in a written notice of change of address furnished to all Owners. Any Owner may designate a different address for notices to him by giving written notice to the Developer. Notices addressed as above shall be deemed delivered upon mailing by United States registered or certified mail, return receipt requested, or when delivered in person.

7. Amendment. This Declaration may be amended unilaterally at any time and from time to time by Developer (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; (ii) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the lots subject to this Declaration; (iii) if such amendment is required to obtain the approval of this Declaration by an institutional lender, such as a bank, savings and loan association or life insurance company, or by a governmental lender or purchaser or mortgage loans, such as the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the lots subject to this Declaration; or (vi) if such amendment is necessary to enable any governmental agency, such as the Veterans Administration, or reputable private insurance company to insure mortgage loans on the lots subject to this Declaration; provided, however, any such amendment shall not make any substantial changes in any of the provisions of this Declaration. Further, this Declaration may be amended at any time and from time to time by an agreement signed by at least seventy-five percent (75%) of the owners of lots; provided, however, such amendment by the Owners shall not be effective unless also signed by Developer, if Developer is the owner of any real property then subject to this Declaration. Any

such amendment shall not become effective until the instrument evidencing such change has been filed of record. Every purchaser or grantee of any interest in any real property made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that this Declaration may be amended as provided in this Section.

8. No Liability. Developer has used its best efforts and acted with due diligence in connection with the preparation and recording of this Declaration to ensure that each Owner has the right and power to enforce the terms and provisions hereof against every other Owner. In the event this Declaration is unenforceable by an Owner or any other person for any reason whatsoever, Developer shall have no liability of any kind as a result of such unenforceability, and each Owner, by acceptance of a deed conveying a lot, acknowledges and by acceptance of a deed conveying a lot, acknowledges and agrees that Developer shall have no such liability.

ARTICLE IX  
RESERVATIONS BY DECLARANT

1. Reservations for Development and Sale.

Notwithstanding any provisions to the contrary contained in this Declaration, the Association's By-Laws or any Rules and Regulations published by the Association pursuant to the authority contained herein and in the Association's By-Laws, it shall be expressly permissible for the Developer and for any public utility, private utility service company or residential construction contractor authorized by Declarant so to do, to maintain and carry on upon such portion of the Common Area as the Developer may deem necessary, such facilities and activities as may be reasonably required, convenient or incidental to the development and sale of the Lots and the construction and sale of residences thereon, including, but without limitation, business offices, material storage sites, signs, model units and sales offices. The right to maintain and carry on such facilities and activities shall include specifically the right to use residences owned by Developer or any Structure in the Common Area as models and sales offices.

There is hereby specifically reserved to Developer an easement for ingress, egress and use of the Common Area for the purposes herein expressed, which easement and right shall continue to exist in Developer so long as Developer is the owner of any unimproved lot site in WESTBURY.

2. Reservation of Right to Assign Rights. Developer shall have the right at any time to assign any rights it may have under this Declaration to such other person or entity as it shall

elect. No such assignment shall require the written consent of any Owner or of the Association and, in the event any such is assigned, the Assignee shall assume all obligations of Developer so assigned and Developer, its officers, directors and stockholders shall thereupon be relieved of any and all obligation or liability with respect thereto.

ARTICLE X  
ANNEXATION OF ADDITIONAL PROPERTY

1. Annexation Without Approval of Class A Membership.  
As the Owner thereof, or if not the Owner, with the consent of the Owner thereof, Developer shall have the unilateral right, privilege and option, from time to time at any time until seven (7) years from the date this Declaration is filed of record in the Office of the Clerk of the Circuit Court of Marion County, Florida, to subject to the provisions of this Declaration and the jurisdiction of the Association all or any portion of the Additional Property by filing in the Office of the Clerk of the Circuit Court of Marion County, Florida, an amendment annexing such property. Any such annexation shall be effective upon the filing for record of such amendment unless otherwise provided therein. Developer shall have the unilateral right to transfer to any other person said right, privilege and option to annex the Additional Property which is reserved to Developer herein, provided that such transferee or assignee shall be the developer of at least a portion of the Additional Property.

2. Annexation With Approval of Class A Membership.  
Subject to the written consent of the Owner thereof, upon the written consent or affirmative vote of a majority of the Class A members of the Association present or represented by proxy at a meeting duly called for such purpose, the Association may subject real property other than the Additional Property, and following the expiration of the right in Developer to submit the Additional Property as set forth in Section 1, above, the Additional Property, to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the Office of the Clerk of the Circuit Court of Marion County, Florida, an amendment annexing such property. Any such amendment shall be signed by the President and the Secretary of the Association, and any such annexation shall be effective upon the filing for record of such amendment unless otherwise provided therein. The time and manner of notice of any such meeting of the Class A members of the Association and the quorum required therefor shall be as specified in the By-Laws of the Association for regular or special meetings, as the case may be.

3. No Obligation. The option herein reserved by Developer to cause all or any portion of the Additional Property

to become subject to the provisions of this Declaration shall in no way be construed to impose upon Developer any obligation to add all or any portion of the Additional Property to this Declaration or to construct thereon any improvements of any nature whatsoever.

4. Recreational Facilities. If the Additional Property or any portion thereof is made subject to the provisions of this Declaration, Developer and its successors and assigns shall have the right, but not the obligation, to construct on the Additional property, or any portion thereof, such recreational and other facilities as Developer, its successors and assigns, shall deem advisable for the common use and enjoyment of the Owners, their families, tenants, guests and invitees, which property shall be conveyed to the Association and shall thereupon become part of the Common Area.

5. Amendment. Any provision of this Declaration to the contrary notwithstanding, the provisions of this Article X may not be abrogated, modified, rescinded, supplemented or amended in whole or in part without the prior written consent of Developer.

6. Interest Subject to Annexation. Every purchaser of a Lot shall purchase such Lot, and every mortgagee and lien holder holding an interest therein shall take title, or hold such security interest with respect thereto, with notice of this Article. By acceptance of a deed conveying a Lot, each Owner acknowledges and agrees that, upon the filing of an amendment to this Declaration and a plat of survey showing the Additional Property or such portion thereof as is being subjected to this Declaration, the total votes outstanding in the Class B membership will automatically increase in accordance with the formula set forth in Article III of this Declaration.



ARTICLE XI  
RESTRICTIONS ON RENTAL, LEASE AND OCCUPANCY

The Developer for each Lot in WESTBURY hereby covenants and each Owner of any Lot by acceptance of the deed therefor, whether or not it shall be so expressed in such deed, is deemed to have covenanted and agreed that any transfer or disposition of any interests in any lot other than a sale, gift or devise by an Owner or a transfer or disposition by Developer, shall be subject to the following conditions:

1. Prior Approval by Association. No Owner, other than Developer, shall lease or rent any Lot or any Structure thereon without the prior written approval of the Association.
2. Notice to the Association.
  - (A) Any Owner of a Lot intending to enter a bona fide lease (or other rental arrangement) of such Lot or any Structure thereon or any interest therein shall give the Association notice of such intention, together with the name and address of the intended lessee, a copy of the lease and such other information concerning the intended Lessee as the Association may reasonably require (all such information hereinafter being referred to as the "notice").
  - (B) If, incident to the lease or rental of any Lot or any Structure thereon or any interest therein, the notice hereinabove required is not given, then at any time after receiving knowledge of a transaction or event transferring an interest in or possession of a Lot or Structure or interest, the Association at its election and without notice may approve or disapprove the lease or rental and if the Association disapproves the lease or rental, it may proceed as if it had received the Notice on the date of such disapproval.
3. Certificate of Approval. Within ten (10) working days after receipt of the Notice of a lease or rental, the Association must either approve or disapprove of such intended lease or rental. If the lease or rental is approved, the approval shall be stated in a Certificate of Approval executed and acknowledged by the President of the Association and delivered to the party giving the Notice.
4. Disapproval, Consequences. If the intended lease or rental shall be disapproved by the Association then the party

giving Notice shall be advised of the disapproval in writing and the lease shall not be consummated.

5. Transactions Void. Any lease, rental or occupancy of a Lot not authorized or approved pursuant to the terms hereof shall be void and the Association shall have the right to enforce any rights given it under this Article by suit for specific performance or other appropriate proceeding in a court of competent jurisdiction.

IN WITNESS WHEREOF, Developer has caused this Declaration to be executed in its name on the day and year first above written.

Witnesses:

Dorothy Blauger

W. M. PALMER, JR., TRUSTEE

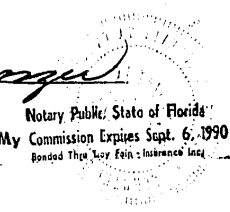
Julia Davis

By: W. M. Palmer, Jr.  
W. M. Palmer, Jr., Trustee

The foregoing instrument was acknowledged before me by W. M. PALMER, JR., TRUSTEE, this 12th day of December, 1986.

Dorothy Blauger  
Notary Public

My commission expires: My Commission Expires Sept. 6, 1990



CONSENT AND SUBORDINATION

FLORIDA NATIONAL BANK, a corporation organized under the laws of the United States of America, the owner and holder of that certain mortgage recorded in Official Records Book 1372 at Page 883, of the public records of Marion County, Florida, in consideration of the sum of One Dollar and other good and valuable consideration consents and agrees that the lien of the aforescribed Mortgage shall be subordinate to the rights of each "Owner" and of the "Association" in and in respect to the "Common Area", as more fully defined and described in Articles I, II and IV of the foregoing Declaration.

IN WITNESS WHEREOF, FLORIDA NATIONAL BANK has hereunto set its hand and seal by its proper officers thereunto duly authorized this 12th day of December, 1986.

FLORIDA NATIONAL BANK

By: [Signature]

Attest: [Signature]

CONSENT AND SUBORDINATION

INVERFONDO, S.A., A Panamanian corporation, the owner and holder of that certain mortgage recorded in Official Records Book 1341 at Page 0596, of the public records of Marion County, Florida, in consideration of the sum of One Dollar and other good and valuable consideration consents and agrees that the lien of the aforescribed Mortgage shall be subordinate to the rights of each "Owner" and of the "Association" in and in respect to the "Common Area", as more fully defined and described in Articles I, II and IV of the foregoing Declaration.

IN WITNESS WHEREOF, INVERFOND, S.A. has hereunto set its hand and seal by its proper officers thereunto duly authorized this 9th day of December, 1986.

INVERFOND, S.A.

By: [Signature]  
Catherine Byrne, President

Attest: [Signature]  
Edmund P. Russo, Secretary

EXHIBIT "A"

BK 1400 PG 317

**C & A**  
**LAND SURVEYING INC.**  
P.O. BOX 363 OCALA, FL. 32678 PH: 827-061




December 4, 1986

DESCRIPTION  
OF  
COMMON AREA  
FOR

W. M. PALMER, JR., INDIVIDUALLY AND AS TRUSTEE

A portion of "Westbury" as recorded in Plat Book Y,  
Pages 83 & 84 of the public records of Marion County,  
Florida, being the area more particularly defined and shown  
hatched on the attached Exhibit "A" (illustration of common  
area), and that said area together with the plat of "Westbury"  
can be surveyed to the Minimum Technical Standards as set  
forth by the Florida Board of Land Surveyors pursuant to  
Sec. 472.027, Florida Statutes.

I hereby certify that the above description and  
attached illustration of common area are true  
and correct and accurately describe the land  
intended to the best of my knowledge and belief.

  
William A. Carbaugh, P.L.S.  
Professional Land Surveyor No. 2893  
State of Florida

SJS:WAC:gam

(Illustration of Common Area attached)

BK 1400 P61318

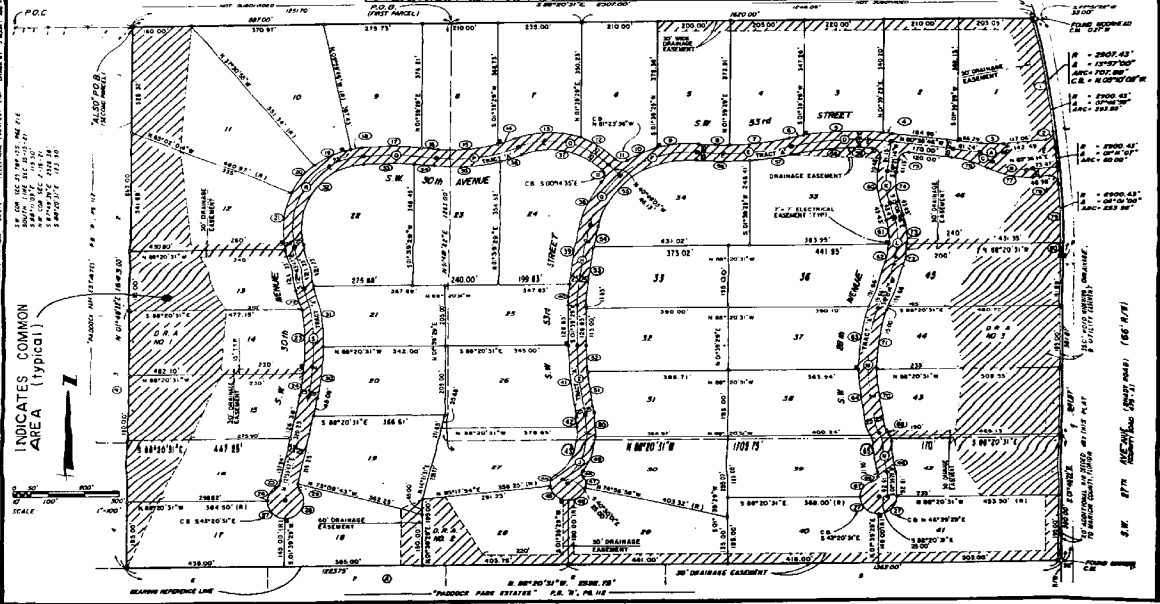
PLAT BOOK PAGE

SHEET 2 OF 1

**WESTBURY**  
 SEC. 2, TWP. 16 S., RGE. 21 E.  
 MARION COUNTY, FLORIDA

C. CURVE DATA									
CHORD BEARING	CHORD LENGTH	TANGENT BEARING	TANGENT LENGTH	CHORD BEARING	CHORD LENGTH	ARC BEARING	ARC LENGTH	RADIUS	DELTA
S 88° 20' 31" E	348.00	S 88° 20' 31" E	348.00	S 88° 20' 31" E	348.00	S 88° 20' 31" E	348.00	1000.00	11.31°
S 88° 20' 31" E	348.00	S 88° 20' 31" E	348.00	S 88° 20' 31" E	348.00	S 88° 20' 31" E	348.00	1000.00	11.31°
S 88° 20' 31" E	348.00	S 88° 20' 31" E	348.00	S 88° 20' 31" E	348.00	S 88° 20' 31" E	348.00	1000.00	11.31°
S 88° 20' 31" E	348.00	S 88° 20' 31" E	348.00	S 88° 20' 31" E	348.00	S 88° 20' 31" E	348.00	1000.00	11.31°
S 88° 20' 31" E	348.00	S 88° 20' 31" E	348.00	S 88° 20' 31" E	348.00	S 88° 20' 31" E	348.00	1000.00	11.31°

NO.	DESCRIPTION	DATE
1	REVISION	1/15/18
2	REVISION	2/15/18
3	REVISION	3/15/18
4	REVISION	4/15/18
5	REVISION	5/15/18
6	REVISION	6/15/18
7	REVISION	7/15/18
8	REVISION	8/15/18
9	REVISION	9/15/18
10	REVISION	10/15/18
11	REVISION	11/15/18
12	REVISION	12/15/18



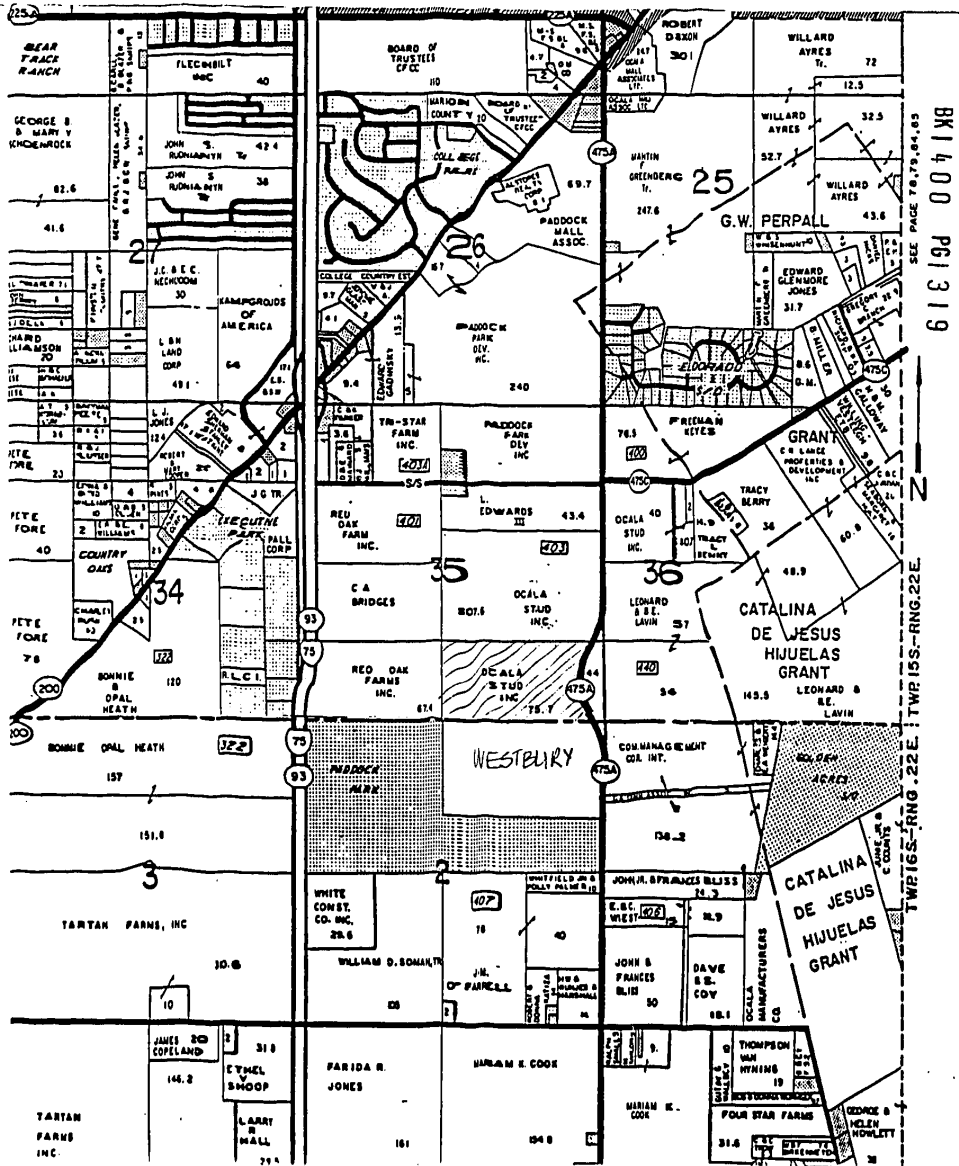
INDICATES COMMON AREA (typical)

EXHIBIT "A" ILLUSTRATION OF COMMON AREA

EXHIBIT "A" CONTINUED

EXHIBIT "B"

THAT CERTAIN 75.7-ACRE PARCEL IN SECTION 35, TOWNSHIP 15.S, RANGE 22.E, LABELED "OCALA STUD, INC." BELOW AND SHADED [diagonal lines], NORTH OF, ADJACENT TO AND ADJOINING WESTBURY.



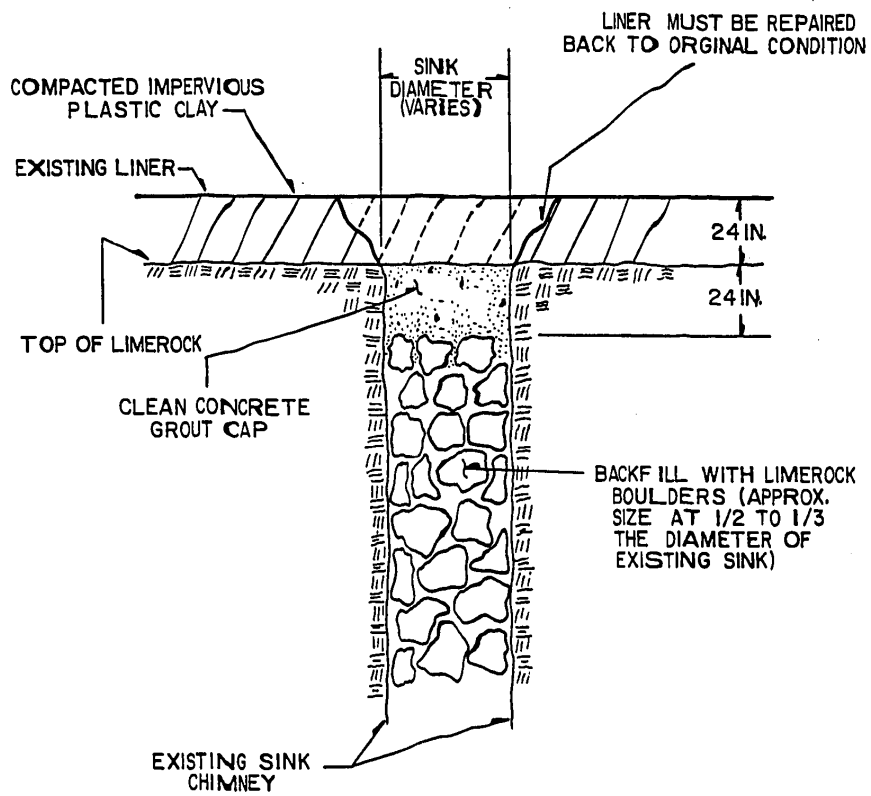
BK1400 Pg1319

SEE PAGE 79, 78, 84, 85  
TWP 15S - RING 22E  
TWP 16S - RING 22E

DESCRIPTION OF SINKHOLE REPAIR

Sinkhole repair will consist of the following:

1. The solution chimney must be backfilled to 2 feet of limestone surface with clean Limerock having an approximate size of 1/2 to 1/3 the diameter of the pipe. The backfill shall be a minimum of 3 feet thick or to the bottom of the pipe.
2. A clean concrete cap will be constructed from the top of the backfill to the surface of the limestone. This concrete cap will be a minimum of 2 feet in thickness.
3. If damaged, the Liner in area 3 shall be brought back to its original condition (See Attachment B).



**SINK CHIMNEY REPAIR DETAIL**  
(NOT TO SCALE)



Rec. 15.00



This instrument prepared by:  
MARGARET PALMER  
Post Office Box 134  
Ocala, Florida 32673

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WESTBURY

The undersigned, WESTBURY HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, hereby amends the Declaration of Covenants, Conditions and Restrictions for Westbury, heretofore recorded on January 21, 1987, in Official Records Book 1400, page 1290, public records of Marion County, Florida, in the following particulars:

1. ARTICLE I is hereby amended to add the following:

"11. "Drainage and Access Easement" shall mean and refer to that easement interest owned by the Association for the common use and enjoyment of the Association subject to the following limitations: (i) the purpose of the Drainage and Access Easement is to provide for water runoff and water retention over and across the area so designated in Exhibit "AA" attached hereto and incorporated herein and the maintenance and repair thereof; (ii) the Association's right to enter the Drainage and Access Easement shall be limited to duly authorized agents of the Association; (iii) the authorized agent of the Association shall only be permitted to enter the Drainage and Access Easement for the purposes of maintaining or repairing the landscaping and the water runoff and retention areas. The Drainage and Access Easement to be owned by the Association at the time of and upon recording of this First Amendment to Declaration is described as follows: See Exhibit "AA" attached hereto and incorporated by reference herein. The Drainage and Access Easement shall be Common Area only to the extent as provided herein."

2. ARTICLE II is hereby amended to add the following:

"3. Drainage and Access Easement. The right and enjoyment in the Drainage and Access Easement shall inure to the benefit of the Association and all Owners, subject to the limitations set forth in Article I, 11."

3. ARTICLE IV, 1. is hereby amended to add the following:

"(v) the Drainage and Access Easement."

4. ARTICLE VI is hereby amended to add the following:

"29. No structures or landscaping shall be built or placed upon the lot in such a way as to interfere with the function or operation of the Drainage and Access Easement."

5. Exhibit "AA" is hereby attached and is incorporated into the Declaration of Covenants, Conditions and Restrictions for Westbury and this First Amendment to Declaration of Covenants, Conditions and Restrictions for

201500 PG 756

BY *Stanley S. Thompson*  
*Stanley S. Thompson*  
89-041150

RECORDED AND INDEXED  
MARION COUNTY, FL  
1989 JUL 10 PM 3:55

WESTBURY HOMEOWNERS ASSOCIATION, INC.

Westbury.

IN WITNESS WHEREOF, the undersigned corporation has set its hand and seal this 30th day of June, 1989.

Signed, sealed and delivered in the presence of:

WESTBURY HOMEOWNERS ASSOCIATION, INC.

Paul Stanley

By W. M. Palmer, Jr.  
President

Julia Davis

Attest Margaret Palmer  
Secretary

STATE OF FLORIDA  
COUNTY OF MARION

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared W. M. Palmer, Jr. and Margaret Palmer well known to me to be the President and Secretary respectively of Westbury Homeowners Association, Inc., a Florida corporation not for profit, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 30th day of June, 1989.

Julia Davis  
Notary Public

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES SEPT. 4, 1989

201500 061757

JULY 0 1989



1050R

FRANCES E. THIGPIN, CLERK OF CIRCUIT COURT  
FILE: 95020936  
03/31/95 17:09  
OR BOOK/PAGE: 2126/376  
MARION COUNTY - M Alexander DC.

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WESTBURY

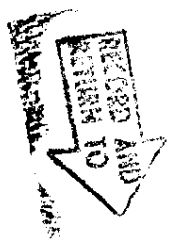
The undersigned, WESTBURY HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, hereby amends the Declaration of Covenants, Conditions and Restrictions for Westbury, heretofore recorded on January 21, 1987, in Official Records Book 1400, page 1290, and amended by that certain First Amendment recorded on July 10, 1989, and recorded in Official Records Book 1588, page 1756, public records of Marion County, Florida, in the following particulars:

1. Article VI, Paragraph 2, is hereby amended by deleting it in its entirety and substituting the following therefor:

"2. No principal residential building shall contain less than 3,000 square feet of living area, excluding garage, screen porch, attached greenhouse, covered patios or entryways."

2. Article VI, Paragraph 10, is hereby amended by deleting it in its entirety and substituting the following therefor:

"10. No stationary wire, clothes line, clothes racks, antennae,composter or similar objects or equipment shall be placed,erected or permitted to remain on the exterior portion of any Lot. Satellite dishes no more than 18" in diameter may be permitted on a Lot only with prior written approval of the Design Control Committee. Ground installation of this equipment will be restricted so that landscaping or other approved screening sufficient to conceal the equipment at the time of its installation must be included to insure that the equipment is not visible from any street. Installation of the equipment on any structure on a Lot is prohibited unless the equipment may be placed so that it is not visible from any adjacent Lot or any street."



Return to:  
Law Office of  
Margaret Palmer  
P.O. Box 184  
Ocala, Florida 32670

IN WITNESS WHEREOF, the undersigned corporation has set its hand and seal  
this 21<sup>st</sup> day of March, 1995.

Signed, sealed and delivered  
in the presence of:

WESTBURY HOMEOWNERS'  
ASSOCIATION, INC.

Peggy D. Ware  
Print Name: PEGGY D. WARE

By: W. M. Palmer, Jr.  
Print Name: W. M. Palmer, Jr.  
President

Elaine Ringhand  
Print Name: Elaine Ringhand

Attest: Jon K. Barber  
Print Name: Jon K. Barber  
Secretary

STATE OF FLORIDA  
COUNTY OF MARION

BEFORE ME, an officer duly authorized in the State and County aforesaid to take  
acknowledgments, personally appeared W. M. Palmer, Jr.  
and Jon K. Barber, well known to me to be the President  
and Secretary, respectively, of WESTBURY HOMEOWNERS'  
ASSOCIATION, INC., and who are personally known to me or produced \_\_\_\_\_  
as identification, and they severally acknowledged executing  
the same in the presence of two subscribing witnesses freely and voluntarily under  
authority duly vested in them by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid  
this 21<sup>st</sup> day of March, 1995.

Dorothy Glanzer  
NOTARY PUBLIC, State of Florida at Large

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_



DOROTHY GLANZER  
MY COMMISSION # CC400886 EXPIRES  
September 6, 1998  
BONDED THRU TROY FAIN INSURANCE, INC.

**THIRD AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR WESTBURY**

The undersigned, WESTBURY HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, hereby amends the Declaration of Covenants, Conditions and Restrictions for Westbury, heretofore recorded in Official Records Book 1400, page 1290, and amended by that First Amendment recorded in Official Records Book 1588, page 1756, and amended by that Second Amendment recorded in Official Records Book 2126, page 376, public records of Marion County, Florida, in the following particulars:

1. Article VI, Paragraph 2, is hereby amended by deleting it in its entirety and substituting the following therefor:

"2. No principal residence building shall contain less than 3,500 square feet of living area, excluding garage, screen porch, attached greenhouse, covered patios or entryways."

2. Article VI, Paragraph 20, is hereby amended by deleting it in its entirety and substituting the following therefor:

"20. No commercial signs of any kind will be permitted on any Lot except temporary architect and general building contractor's site identification signs which shall be not more than six square feet, shall be approved by the WESTBURY DESIGN CONTROL COMMITTEE as to size and content and shall be placed in the center of each Lot no less than six nor more than eight feet from the right of way line. Under no circumstances shall any sign be nailed to trees or temporary stakes. "For Sale" signs are allowed but must conform to the specific design as shown in Drawing A attached hereto, and must be removed immediately upon the closing of the sale of the lot or residence."



Ana M. Dunwoody  
3233 SW 33rd Rd suite 201  
Ocala, FL 34478-0367

DAVID R. ELLSPERMANN, CLERK OF CIRCUIT COURT  
FILE: 98044812  
05/20/98 13:24  
OR BOOK/PAGE: 2502/44  
MARION COUNTY



IN WITNESS WHEREOF, the undersigned corporation has set its hand and seal this

20 day of MAY, 1998.

Signed, sealed and delivered in the presence of:

WESTBURY HOMEOWNERS' ASSOCIATION, INC.

Ana M. Dunwoody  
Print Name: ANA M. DUNWOODY

By: [Signature]  
Its President

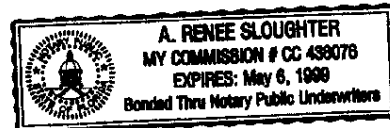
Nancy C. Daigneau  
Print Name: Nancy C. DAIGNEAU

Attest: [Signature]  
Its Secretary

STATE OF FLORIDA  
COUNTY OF MARION

The foregoing instrument was acknowledged before me on this 20 day of May, 1998, by W.M. Palmer and Dorothy Glanzer, as President and Secretary, respectively, of WESTBURY HOMEOWNERS' ASSOCIATION, INC., who are personally known to me or who have produced \_\_\_\_\_ as identification.

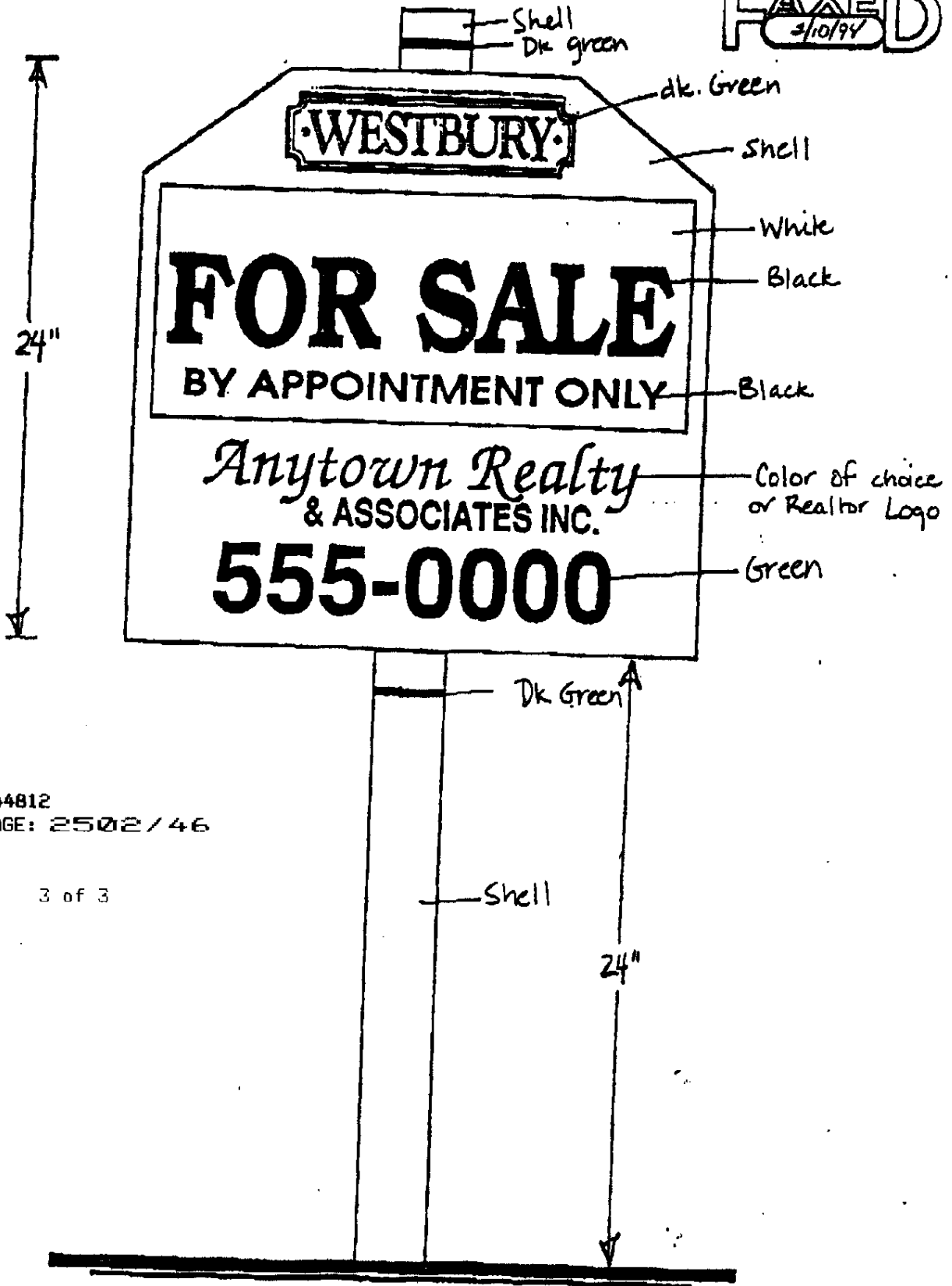
[Signature]  
Notary Public  
State of Florida at Large



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OR BOOK/PAGE: 2502/45

DRAWING A

FAXED  
3/10/94



FILE: 98044812  
OR BOOK/PAGE: 2502/46

3 of 3



Mark Loerzel  
121 NW 3rd St  
Ocala, FL 34475



REC 146.00

**FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WESTBURY**

The undersigned, WESTBURY HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, hereby amends the Declaration of Covenants, Conditions and Restrictions for Westbury, heretofore recorded in Official Records Book 1400, page 1290, and amended by that First Amendment recorded in Official Records Book 1588, page 1756, and amended by that Second Amendment recorded in Official Records Book 2126, page 376, and amended by that Third Amendment recorded in Official Records Book 2502, page 44, public records of Marion County, Florida, and says:

1. This Amendment is made pursuant to ARTICLE VIII, Paragraph 7, of the Declaration of Covenants, Conditions and Restrictions by an agreement signed by at least seventy-five percent (75%) of the owners of lots in Westbury. Said agreement, consisting of 15 pages (including signature pages) is attached hereto.
2. Pursuant to the agreement, ARTICLE IV, Paragraph 6(b), of the Declaration of Covenants, Conditions and Restrictions is hereby deleted in its entirety.

IN WITNESS WHEREOF, the undersigned corporation has set its hand and seal this 30th day of April, 2013.

Signed, sealed and delivered in the presence of:

**WESTBURY HOMEOWNERS ASSOCIATION, INC.**

Chrisann Orlando-Lawder  
Print Name: Chrisann Orlando-Lawder

By: Bernard L. Little, Jr.  
Bernard L. Little, Jr., President

Judith A. Morang  
Print Name: Judith A. Morang

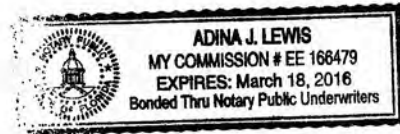
Attest: Sima Lopez  
Sima Lopez, Secretary

STATE OF FLORIDA  
COUNTY OF MARION

The foregoing instrument was acknowledged before me on this 30<sup>th</sup> day of April, 2013, by Bernard L. Little, Jr. and Sima Lopez, as President and Secretary, respectively, of WESTBURY HOMEOWNERS ASSOCIATION, INC., who are personally known to me or who have produced \_\_\_\_\_ as identification.

Adina J. Lewis  
Notary Public – State of Florida at Large

My Commission Expires:





**WESTBURY HOMEOWNERS ASSOCIATION, INC.**

**AGREEMENT TO MODIFY DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR WESTBURY**

WHEREAS, Article IV, Paragraph 3, of the Declaration of Covenants, Conditions and Restrictions (hereinafter, the Covenants) creates the obligation for the owner of each lot to pay all Annual and Special Assessments properly levied by the Association; and,

WHEREAS, Paragraph 6 of that Article provides that Assessments, interest, costs and attorney's fees are secured by a lien on the lot for which an Assessment has been made; and,

WHEREAS, Paragraph 6 of that Article also establishes the lien to be superior in priority to all other liens and encumbrances on the assessed lot except for ad valorem taxes or other governmental liens, and except for first mortgage liens; and,

WHEREAS, Subparagraph (b) of that paragraph permits foreclosing mortgagees who take title to a lot after foreclosure to take title free and clear of all prior assessment liens; and,

WHEREAS, subsequent to the recording of the Covenants, the State of Florida enacted Section 720.3085(2)(c), Florida Statutes, which provides that such foreclosing mortgagees who take title to a lot remain responsible to pay unpaid assessments that accrued or came due during the preceding twelve months, or one percent of the mortgage debt, whichever is less; and,

WHEREAS, the Association, by having a Covenant that is more restrictive than the applicable Florida Statute in allowing collection of unpaid assessments is at a disadvantage over other similar Homeowners' Associations whose covenants are not more restrictive than the Statute; and,

WHEREAS, unless modified, ARTICLE IV, Subparagraph 6(b) of the Covenants supersedes the Statute and eliminates all unpaid assessments on foreclosed properties; and,

WHEREAS, the Association believes that allowing the Florida Statute to operate with respect to assessments on foreclosed properties will not hinder or

otherwise interfere with a lender's intention to provide mortgage loans to owners or potential owners of lots in Westbury, and,

WHEREAS, ARTICLE III, Paragraph 7 of the Covenants permits amendment of the Covenants by an agreement signed by at least 75% of the owners of the lots, and the instrument evidencing the change filed of record;

**NOW, THEREFORE**, the undersigned agree, as follows:

1. ARTICLE IV, Paragraph 6(b) is hereby deleted in its entirety.

THE UNDERSIGNED, WHOSE NAME(S) APPEAR BESIDE THE LOT NUMBER(S) OWNED BY THOSE PERSONS AGREE TO THE AMENDMENT SET FORTH ABOVE. (THIS AGREEMENT MAY BE SIGNED IN COUNTERPARTS).

NAME(S)	LOT(S)	DATE
<u>Linda Bookbinder</u>	<u>12</u>	<u>12/6/11</u>
<u>Howard Heisey</u>	<u>28</u>	<u>12/24/12</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
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<u> </u>	<u> </u>	<u> </u>



otherwise interfere with a lender's intention to provide mortgage loans to owners or potential owners of lots in Westbury, and,

WHEREAS, ARTICLE III, Paragraph 7 of the Covenants permits amendment of the Covenants by an agreement signed by at least 75% of the owners of the lots, and the instrument evidencing the change filed of record;

**NOW, THEREFORE**, the undersigned agree, as follows:

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THE UNDERSIGNED, WHOSE NAME(S) APPEAR BESIDE THE LOT NUMBER(S) OWNED BY THOSE PERSONS AGREE TO THE AMENDMENT SET FORTH ABOVE. (THIS AGREEMENT MAY BE SIGNED IN COUNTERPARTS).

NAME(S)	LOT(S)	DATE	Duplicate
<del>Surexa &amp; Pravina Cacodcar</del>	<del>16</del>	<del>01/25/2012</del>	<del></del>
Paulina Fagundes	14	1/25/2012	
Ramulu & Jamma	22	1/25/2012	
Vijay & Sheena Mital	10, 11	1/25/12	
Arindu Samson	23	1/25/12	
[Signature]	24	1/25/12	
[Signature]	29	1/26/12	

otherwise interfere with a lender's intention to provide mortgage loans to owners or potential owners of lots in Westbury, and,

*35 owners*

WHEREAS, ARTICLE III, Paragraph 7 of the Covenants/permits amendment of the Covenants by an agreement signed by at least 75% of the owners of the lots, and the instrument evidencing the change filed of record;

**NOW, THEREFORE,** the undersigned agree, as follows:

1. ARTICLE IV, Paragraph 6(b) is hereby deleted in its entirety.

THE UNDERSIGNED, WHOSE NAME(S) APPEAR BESIDE THE LOT NUMBER(S) OWNED BY THOSE PERSONS AGREE TO THE AMENDMENT SET FORTH ABOVE. (THIS AGREEMENT MAY BE SIGNED IN COUNTERPARTS).

NAME(S)	LOT(S)	DATE
<i>Albi &amp; Mary Haddis</i>	27	1/27/2011
James C & Shirley S. Stone	17	1-27-2011
Carlos & Parisima Loy	19	1/27/11
Surexa & Pravina Cacodcar	16	1/27/11
<del>Phil &amp; Ken Gani</del>	<del>23</del> *	<del>1/27/11</del>
<i>[Signature]</i>	1, 2, 3	1/27/11
<i>[Signature]</i>	20*	1-27-11
Karen Stearns	9	1/27/2011
<i>[Signature]</i>	40	4-14-11

*3 votes* →

*Invalid Lot #*

otherwise interfere with a lender's intention to provide mortgage loans to owners or potential owners of lots in Westbury, and,

WHEREAS, ARTICLE III, Paragraph 7 of the Covenants permits amendment of the Covenants by an agreement signed by at least 75% of the owners of the lots, and the instrument evidencing the change filed of record;

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NAME(S)	LOT(S)	DATE
<u>Mary Lynn Agers</u>	<u>5</u>	<u>3/11/12</u>
<u>Mary Lynn Agers</u>	<u>6</u>	<u>3/12/12</u>
<u> </u>	<u> </u>	<u> </u>
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<u> </u>	<u> </u>	<u> </u>



otherwise interfere with a lender's intention to provide mortgage loans to owners or potential owners of lots in Westbury, and,

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NAME(S)	LOT(S)	DATE
<i>Paula L. B.</i>	<i>29 &amp; 30</i>	<i>4/14/2011</i>
<i>Paula L. B.</i>	<i>15</i>	<i>7/19/2011</i>



otherwise interfere with a lender's intention to provide mortgage loans to owners or potential owners of lots in Westbury, and,

WHEREAS, ARTICLE III, Paragraph 7 of the Covenants permits amendment of the Covenants by an agreement signed by at least 75% of the owners of the lots, and the instrument evidencing the change filed of record;

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THE UNDERSIGNED, WHOSE NAME(S) APPEAR BESIDE THE LOT NUMBER(S) OWNED BY THOSE PERSONS AGREE TO THE AMENDMENT SET FORTH ABOVE. (THIS AGREEMENT MAY BE SIGNED IN COUNTERPARTS).

NAME(S)	LOT(S)	DATE
SAMY (dup)	32	7/15/12
CACOD CAR (dup.)	16	7/21/12
TYAGI	34	8/31/12
CRUZ/ PAGAN	41	

otherwise interfere with a lender's intention to provide mortgage loans to owners or potential owners of lots in Westbury, and,

WHEREAS, ARTICLE III, Paragraph 7 of the Covenants permits amendment of the Covenants by an agreement signed by at least 75% of the owners of the lots, and the instrument evidencing the change filed of record;

**NOW, THEREFORE**, the undersigned agree, as follows:

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THE UNDERSIGNED, WHOSE NAME(S) APPEAR BESIDE THE LOT NUMBER(S) OWNED BY THOSE PERSONS AGREE TO THE AMENDMENT SET FORTH ABOVE. (THIS AGREEMENT MAY BE SIGNED IN COUNTERPARTS).

NAME(S)	LOT(S)	DATE
MARK YAP Mark Yap	44	3/4/12
Andreas R Yap ANDREAS R. Yap	44	3/4/12
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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NAME(S)	LOT(S)	DATE
IRA KILMBERG	18	MARCH 4, 2012



otherwise interfere with a lender's intention to provide mortgage loans to owners or potential owners of lots in Westbury, and,

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NAME(S)	LOT(S)	DATE
<i>Medelaine J. Cordallo</i>	<i>21</i>	<i>3/5/12</i>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

otherwise interfere with a lender's intention to provide mortgage loans to owners or potential owners of lots in Westbury, and,

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NAME(S)	LOT(S)	DATE
<u>M. C. Barakat</u>	<u>4</u>	<u>3/11/12</u>
<u>Tom Barakat</u>	<u>4</u>	<u>3/11/12</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
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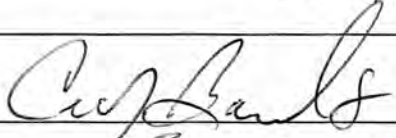

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NAME(S)	LOT(S)	DATE
	26	4-9-12
	32	7/10/12



otherwise interfere with a lender's intention to provide mortgage loans to owners or potential owners of lots in Westbury, and,

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NAME(S)	LOT(S)	DATE
<i>Jennifer &amp; Kay Marquette</i>	<i>#8</i>	<i>1/23/13</i>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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NAME(S)	LOT(S)	DATE
<u>Peter C Polivka</u>	<u>43</u>	<u>1/11/2013</u>
<u>Tatiana Polivka</u>	<u>43</u>	<u>1/11/13</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
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<u> </u>	<u> </u>	<u> </u>



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THE UNDERSIGNED, WHOSE NAME(S) APPEAR BESIDE THE LOT NUMBER(S) OWNED BY THOSE PERSONS AGREE TO THE AMENDMENT SET FORTH ABOVE. (THIS AGREEMENT MAY BE SIGNED IN COUNTERPARTS).

NAME(S)	LOT(S)	DATE
Tammy D. Linn	35	11.27.12

BY-LAWS

OF

WESTBURY HOMEOWNERS ASSOCIATION, INC.

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BY-LAWS  
OF  
WESTBURY HOMEOWNERS ASSOCIATION, INC.

ARTICLE I  
Registered Office

Westbury Homeowners Association, Inc., a Florida nonprofit corporation (the "Association"), shall have at all times within the State of Florida a registered office and a registered agent. The Association may have other offices within the State of Florida as may be determined from time to time by its Board of Directors (the "Board").

ARTICLE II  
Membership in Association

2.1 Eligibility. The Association shall initially have two classes of membership consisting of the owners of the lots located on the Property described in Article III to the Declaration of Covenants, Conditions, Restrictions and Easements for Westbury, which Declaration is or is to be recorded in the office of the Clerk of the Superior Court of Marion County, Florida. Initially, the Class A members shall be all owners of lots with the exception of the Developer of Westbury. The Developer of Westbury shall be the sole Class B member.

2.2 Succession. The membership of each lot owner shall automatically terminate when he ceases to be a lot owner, and upon the conveyance, transfer or other disposition of a lot, said lot owner's membership in the Association shall automatically be transferred to the new lot owner.

2.3 Regular Meetings. The lot owners shall annually hold a regular meeting, one of the purposes of which shall be to elect directors. The first regular annual meeting of lot owners may be held, subject to the terms hereof, on any date, at the option of the Board, within one year after the incorporation of the Association. Subsequent to the first meeting, there shall be a regular annual meeting of lot owners held each year within fifteen days of the anniversary of the first regular annual meeting. All such meetings of lot owners shall be held at such place in Marion County, Florida, and at such time as is specified in the written notice of such meeting. Subject to the terms of the Declaration, such notice shall be delivered to all lot owners at least twenty-one (21)

days and not more than sixty (60) days prior to the date of such meeting. Such notice shall also state the purpose of such meeting.

2.4 Special Meetings. Special meetings of the lot owners may be called by the President or by a majority of the directors, or by 50% or more of the lot owners. Subject to the terms of the Declaration, special meetings shall be called by delivering written notice to all lot owners not less than ten (10) days nor more than thirty (30) days prior to the date of said meeting, stating the date, time, place and purpose of the special meeting.

2.5 Delivery of Notice of Meetings. Notices of meetings shall be delivered by or at the direction of the Secretary of the Association and may be delivered either personally or by mail to a lot owner at the address given to the Board by said lot owner for such purpose, or to the lot owner's lot, if no address for such purpose has been given to the Board.

2.6 Waiver of Notice. Waiver of notice of meeting of the lot owners shall be deemed the equivalent of proper notice. Any lot owner may, in writing, waive notice of any meeting of the lot owners, either before or after such meeting. Attendance at a meeting by a lot owner, whether in person or by proxy, shall be deemed waiver by such lot owner of notice of the time, date and place thereof unless such lot owner specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to lack of notice is raised before the business, of which proper notice was not given, is put to a vote.

2.7 Voting. Each lot owner shall be entitled to vote as set forth in the Declaration, which vote may be cast by the lot owner, the lot owner's spouse or by a lawful proxy as provided below. When more than one person owns a lot, the vote for such lot shall be exercised as they between or among themselves determine, but in no event shall more than one vote be cast with respect to such lot. In the event of disagreement among such persons and an attempt by two or more of them to cast such vote, such persons shall not be recognized and such vote shall not be counted. No lot owner shall be eligible to vote, either in person or by proxy, or be elected to the Board, if that lot owner is shown on the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due the Association.

The Developer may exercise the voting rights with respect to lots owned by it. The following matters shall be subject to the affirmative vote of not less than 75% of the votes of lot owners at a meeting duly called for that purpose: (a) the merger or consolidation of the Association; (b) the sale, lease, exchange, mortgage, pledge or other disposition of all or substantially all of the property and assets of the Association; and (c) the purchase or sale of land or lots on behalf of all lot owners.

2.8 Voting List. A list of names and addresses of lot owners entitled to vote shall be maintained at the registered office of the Association.

2.9 Quorum. Subject to the terms of the Declaration, a quorum of lot owners for any meeting shall be deemed present throughout such meeting if lot owners represented in person or by proxy and holding more than one-third (1/3) of the votes entitled to be cast at such meeting are present at the beginning of such meeting.

2.10 Adjournment. Any meeting of the lot owners may be adjourned from time to time for periods not exceeding forty-eight (48) hours by vote of the lot owners holding the majority of the votes represented at such meeting, regardless of whether a quorum is present. Any business which could be transacted properly at the original session of the meeting may be transacted at an adjourned session, and no additional notice of such adjourned session shall be required.

2.11 Proxy. Any lot owner entitled to vote may do so by written proxy duly executed by the lot owner setting forth the meeting at which the proxy is valid. To be valid, a proxy must be filed with the Secretary prior to the opening of the meeting for which it is to be used. Proxies must be dated and may be revoked only by written notice delivered to the Association. Presence in person at the meeting for which a proxy is given or transfer of ownership of a lot shall automatically revoke the proxy.

2.12 Consents. Any action which may be taken by a vote of the lot owners may also be taken by written consent signed by all lot owners.

2.13 Rules of the Meeting. The Board may prescribe reasonable rules for the conduct of all meetings of the Board and lot owners.

ARTICLE III  
Board of Directors

3.1 Composition. The affairs of the Association shall be governed by the Board. The Board shall be composed of at least three (3) but no more than nine (9) persons. The directors shall be owners of lots or spouses of such owners; provided, however, that no owner and his or her spouse may serve on the Board at the same time. Notwithstanding the above, so long as there shall be a Class B member of the Association, the directors need not be owners of lots. The precise number of directors shall be fixed from time to time by resolution of the Board.

3.2 Term of Office. The directors shall be elected as provided in Section 3.7 of this Article. Each director, except in case of death, resignation, retirement, disqualification or removal, shall serve until the next succeeding annual meeting and thereafter until his successor shall have been elected and qualified.

3.3 Removal of Directors. At any regular or special meeting of the Association duly called, any one or more of the directors may be removed with or without cause by a majority vote of the members of the Association and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the members shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting.

3.4 Vacancies. Vacancies in the Board caused by any reason, including the addition of a new director or directors but excluding the removal of a director by vote of the Association, shall be filled by a vote of the majority of the remaining directors, even though less than a quorum, at any meeting of the Board for the remainder of the term of the director being replaced. Said director shall serve until a successor shall be elected at the next annual meeting of the Association to fill the unexpired portion of the term.

3.5 Compensation. Directors shall not be compensated unless and to the extent the members of the Association authorize at any meeting duly called for that purpose.

3.6 Nomination. Nomination for election to the Board shall be made by a nominating committee which shall consist of three (3) members appointed by the President to serve from the close of one annual meeting to the close of the succeeding annual meeting. Such appointment shall be announced at the annual meeting. The nominating committee may nominate any number of qualified individuals, but no less than the number of



directors to be elected. The nominations shall be made at least twenty-one (21) days prior to the annual meeting and a brief statement about the qualifications of each individual so nominated shall be included with the notice of the annual meeting. Nominations shall also be allowed from the floor at the meeting. Failure to comply with the provisions hereof shall in no way invalidate the election of directors so nominated.

3.7 Elections. Directors to be elected by the members shall be elected, from among those nominated, by a majority vote at the annual meeting, a quorum being present.

3.8 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by the Board, but such meetings shall be held at least once every three months. The Board shall meet within ten (10) days after each annual meeting of members.

3.9 Special Meetings. Special meetings of the Board may be called by the President on three (3) days notice to each director given by mail, in person or by telephone, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President, Secretary or Treasurer in like manner and on like notice on the written request of at least two (2) directors.

3.10 Waiver of Notice. Any director may, in writing, waive notice of any meeting of the Board, either before or after such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall also constitute a waiver of notice by him or her of the time and place of such meeting. If all directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

3.11 Quorum. A quorum of directors shall be deemed present throughout any Board meeting at which a majority of the directors are present at the beginning of such meeting.

3.12 Conduct of Meetings. The President shall preside over all meetings of the Board and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings. Roberts Rules of Order (latest edition) shall govern the conduct of the meetings of the Board when not in conflict with the Declaration or these By-Laws.

3.13 Action Without a Meeting. Any action by the Board required or permitted to be taken at any meeting may be taken

without a meeting if all of the directors consent in writing to such action. Such written consent or consents shall be filed with the minutes of the Board.

3.14 Powers and Duties. The Board shall exercise for the Association all powers, duties and authority vested therein by the Declaration or these By-Laws, except for such powers, duties and authority reserved thereby to the members of the Association or the Developer. The Board shall have the following powers and duties:

- (a) to elect and remove the officers of the Association as hereinafter provided;
- (b) to administer the affairs of the Association;
- (c) to engage the services of an agent (hereinafter sometimes referred to as the "Managing Agent") to maintain, repair, replace, administer and operate the Common Area or any part thereof for all of the lot owners, upon such terms and for such compensation as the Board may approve, including a Managing Agent which is affiliated with one or more directors, or the Developer, or both;
- (d) to administer, manage and operate the Common Area, and to formulate policies therefor;
- (e) to adopt rules and regulations, with written notice thereof to all lot owners, governing the details of the administration, management, operation and use of the Common Area, and to amend such rules and regulations from time to time;
- (f) to provide for the operation, care, upkeep, maintenance, repair, replacement and improvement of the Common Area and payments therefor, and to approve payment vouchers or to delegate such approval to the officers of the Association or the Managing Agent;
- (g) to have access to each lot from time to time as may be necessary for the maintenance, repair or replacement of the Common Area therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Area or to one or more other lots;
- (h) to obtain adequate and appropriate kinds of insurance as provided in Article X of the Declaration;

- (i) to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Common Area, and to delegate any such powers to a Managing Agent (and any employees or agents of a Managing Agent);
- (j) to appoint committees and to delegate to such committees the Board's authority to carry out certain duties of the Board;
- (k) to determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable;
- (l) to estimate the amount of, prepare, adopt and distribute the budget for the Association not less frequently than annually, to provide the manner of assessing, levying on and collecting from the lot owners the general and special assessments, and to levy fines against one or more occupants in accordance with the Declaration;
- (m) to keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the Common Area;
- (n) to enter into agreements or arrangements for premises suitable for use as apartments for maintenance or management personnel, upon such terms as the Board may approve;
- (o) to bid and purchase, for and on behalf of the Association, any lot, or interest therein, at a sale pursuant to a mortgage foreclosure, a foreclosure of the lien for assessments, special assessments or both, or an order or direction of a court, or at any other involuntary sale, upon the affirmative vote of not less than 75% of the votes of lot owners at a meeting duly called for that purpose, provided that the lot owners shall set forth a maximum price that the Board or its duly authorized agent may bid and pay for such lot or interest therein;
- (p) to make such mortgage arrangements and special assessments proportionately among the respective lot owners, and other such financing arrangements, as the Board may deem desirable, in order to close and consummate the purchase or lease of a lot, or interest therein, by the Association; provided, however, that

no such financing arrangement shall be secured by an encumbrance on any interest in the Property other than the lot, or interest therein, to be purchased or leased;

- (q) to act in a representative capacity in relation to matters involving the Common Area or more than one lot, on behalf of the lot owners, as their interests may appear;
- (r) to enforce by legal means the provisions of the Declaration and these By-laws with respect to the Property;
- (s) to renew, extend or compromise indebtedness owed to or by the Association;
- (t) at its discretion, to authorize occupants to use the Common Area for private parties and gatherings and; at its discretion, to impose reasonable charges for such private use;
- (u) unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the lot owners as expressed in a resolution duly adopted at any annual or special meeting of the Association; and
- (v) in addition to, and in furtherance of, the powers referred to in these By-Laws, the Association shall (i) have all the powers permitted to be exercised by a nonprofit corporation under the Georgia Nonprofit Corporation Code, as now in force or hereafter amended, and (ii) have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Association is organized, and to do every other act not inconsistent with law which may be appropriate to promote and attain the purposes set forth in the Declaration and these By-Laws.

3.15 Nondelegation. Nothing in this Article or elsewhere in these By-Laws shall be considered to grant to the Board, the Association or to the officers of the Association any powers or duties which, by law, have been delegated to the lot owners.

#### ARTICLE IV Officers

4.1 Designation. At each regular annual meeting of the Board after the lot owners elect the Board, the directors

present at said meeting shall elect the following officers of the Association by a majority vote:

- (a) a President, who shall be a director and who shall preside over the meetings of the Board and of the lot owners, and who shall be the chief executive officer of the Association;
- (b) a Secretary, who shall keep the minutes of all meetings of the Board and of the lot owners, and shall be designated as the officer to mail and receive all notices served by or upon the Board or the Association and execute amendments to the Declaration (including the Plat) and these By-Laws, and shall, in general, perform all the duties incident to the office of Secretary, and may be a representative of the Managing Agent;
- (c) a Treasurer, who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported; provided, however, that the duties of the Treasurer may be performed by an employee or independent contractor retained by the Board; and
- (d) such additional officers as the Board shall see fit to elect.

Any two or more offices may be held by the same person, except the offices of President and Secretary.

4.2 Powers. The respective officers shall have the general powers usually vested in such officers; provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit. .

4.3 Term of Office. Each officer shall hold office for the term of one year and until his successor shall have been appointed or elected and qualified.

4.4 Vacancies. Vacancies in any office shall be filled by the Board by a majority vote at a special meeting of said Board. Any officer so elected by the Board to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he succeeds.

4.5 Compensation. The officers shall receive no compensation for their services as officers, unless expressly provided for in a resolution duly adopted by the lot owners at a meeting duly called for that purpose.

4.6 Removal. Any officer elected by the Board may be removed from office, either with or without cause, by a majority vote of the Board.

#### ARTICLE V Contractual Powers

No contract or other transaction between the Association and one or more of its directors or between the Association and any corporation, firm or association in which one or more of the directors are also directors, or are financially interested, is void or voidable because such director or directors are present at the meeting of the Board or a committee thereof which authorizes or approves the contract or transaction or because the vote or votes of such director or directors are counted toward such authorization or approval, if the circumstances specified in either of the following subparagraphs exists:

- (a) the fact of the common directorship or financial interest is disclosed or known to the Board or committee and noted in the minutes thereof, and the Board or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose, without counting the vote or votes of such director or directors; or
- (b) the contract or transaction is just and reasonable as to the Association at the time it is authorized or approved.

Such common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves or ratifies such a contract or transaction.

#### ARTICLE VI Indemnification

6.1 General. The Association shall indemnify and hold harmless each of its directors and officers, each member of any committee appointed pursuant to the By-Laws of the Association, the Board and the Developer against all contractual and other liabilities to others arising out of contracts made by, or other acts of, such directors, Board, officers, committee members or Developer, on behalf of the lot owners, or arising out of their status as directors, Board, officers, committee members or Developer, unless any such contract or act shall have been made fraudulently or with gross negligence or criminal intent. It is intended that the foregoing

indemnification shall include indemnification against all costs and expenses (including but not limited to counsel fees, amounts of judgments paid and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such director, officer, Board, committee member or Developer may be involved by virtue of such persons being or having been such director, officer, Board, committee member or Developer; provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such director, officer, Board, committee member or Developer, or (b) any matter settled or compromised, unless in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such persons being adjudged liable for gross negligence or fraud in the performance of his duties as such director, officer, Board, committee member or Developer.

6.2 Success on Merits. To the extent that the Board, Developer, a director, officer of the Association or member of any committee appointed pursuant to these By-Laws has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph 6.1, above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

6.3 Expenses in Advance of Disposition. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized in the specific case upon receipt of an undertaking by or on behalf of the director, officer, Board, committee member or Developer to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article.

6.4 Non-Exclusive Remedy. The indemnification provided by this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. Such right to indemnification shall continue as to a person or entity who has ceased to be Developer, a director, an officer of the Association or a member of such committee, and shall inure to

the benefit of the heirs, executors, administrators, personal representatives, successors and assigns of such person or entity.

ARTICLE VII  
Use Restrictions and Rule Making

7.1 Authority and Enforcement. The Property shall be used only for those uses and purposes set out in the Declaration. The Board shall have the authority to make and to enforce reasonable rules and regulations governing the conduct, use and enjoyment of lots and the Common Area, provided that copies of all such rules and regulations be furnished to all lot owners. The Board shall have the power to impose reasonable fines which shall constitute a lien upon the lot and to suspend an owner's right to vote or to use the Common Area for violation of any duty imposed under the Declaration, these By-Laws or any rules and regulations duly adopted hereunder. Notwithstanding the above, the Board shall not under any circumstances have the right to deny any member of the Association the right of pedestrian and vehicular access, ingress and egress to and from his Lot over those portions of the Common Area from time to time designated for such purposes.

7.2 Procedure. The Board shall not impose a fine, suspend a member's right to vote or infringe upon any other rights of a member or other occupant for violation of rules unless and until the following procedure is followed:

(a) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying: (i) the alleged violation; (ii) the action required to abate the violation; and (iii) a time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one or a statement that any further violation of the same rule may result in the imposition of sanction after notice and hearing, if the violation is not continuing.

(b) Notice. Within twelve months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board shall serve the violator with written notice of a hearing to be held by the Board in session. The notice shall contain: (i) the nature of the alleged violation; (ii) the time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice; (iii) an invitation to attend the hearing and produce any statement, evidence and witnesses on his or her behalf; and (iv) the proposed sanction to be imposed.



(c) Hearing. The hearing shall be held in executive session pursuant to this notice affording the member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer or director who delivered such notice. The notice requirement shall be deemed satisfied if a violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

#### ARTICLE VIII Amendments

These By-Laws may be amended, modified or rescinded, from time to time, in the following manner:

8.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

8.2 Adoption. The Board shall have the power to alter, amend or repeal any of these By-Laws or to adopt new by-laws by the affirmative vote of a majority of all of the directors, but any by-laws adopted by the Board may be altered, amended or repealed and new by-laws adopted by the affirmative vote of at least two-thirds (2/3) of the total number of votes of all of the lot owners. The members may prescribe in any by-law adopted by them that such by-law shall not be altered, amended or repealed by the Board.

8.3 Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer without the prior written consent of the Developer. No amendment that is in conflict with the Articles of Incorporation of the Association or the Declaration shall be adopted.

#### ARTICLE IX Miscellaneous

9.1 Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by

registered or certified mail, return receipt requested, first class postage prepaid:

(a) If to a lot owner, at the address which the lot owner has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the lot of such owner; or

(b) If to the Association, the Board or the Managing Agent, at the principal office of the Association or the Managing Agent, if any, or at such other address as shall be designated by the notice in writing to the lot owners pursuant to this Paragraph.

9.2 Severability. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

9.3 Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of these By-Laws or the intent of any provision thereof.

9.4 Gender and Grammar. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender, and the use of the singular shall be deemed to include the plural, whenever the context so requires.

9.5 Fiscal Year. The fiscal year shall be set by resolution of the Board.

9.6 Audit. An audit of the accounts of the Association shall be made annually by a public accountant, and a copy of the report shall be furnished to each member who requests a copy in writing.

9.7 Conflicts. In the event of conflicts between the Declaration, the Articles of Incorporation and these By-Laws, the Declaration and Articles of Incorporation shall control, in that order.