

**IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA**

STONEBRIDGE GOLF AND COUNTRY
CLUB OF BOCA RATON, INC.,

CASE NO.

Plaintiff,

v.

GEOFFREY WASSERMAN,

Defendant.

_____ /

COMPLAINT

The Plaintiff, Stonebridge Golf and Country Club, Inc. (hereinafter the “Club”), by and through undersigned counsel, hereby sues Defendant, Geoffrey Wasserman (hereinafter “Wasserman”), and alleges as follows:

1. This is an action for damages in excess of fifty thousand dollars (\$50,000), exclusive of costs, interest and attorney’s fees.
2. The Club is a Florida not-for-profit corporation with its principal place of business in Palm Beach County, Florida.
3. Wasserman is an individual residing in Palm Beach County, Florida.
4. All conditions precedent have occurred or been satisfied or waived.
5. Wasserman is the former owner of 10192 Shireoaks Lane, Boca Raton, FL 33498 (“Subject Property”).
6. Venue is proper in Palm Beach County, Florida because the matters giving rise to this action occurred in Palm Beach County, FL and Wasserman resides in Palm Beach County, FL.

7. The Subject Property is governed by and subject to the Amended and Restated Declaration of Covenants and Restrictions for Stonebridge Golf and Country Club of Boca Raton Property Owner's Association, Inc. (and its predecessors) ("POA Declaration"). A copy of the POA Declaration is attached as Exhibit 1.

8. Article XIV, Section 1(B) of the POA Declaration requires "a person or a corporation, partnership, trust, or other entity obtaining title to a Parcel . . . , as a condition of ownership in Stonebridge, to become a Club Member"

9. Wasserman obtained title to the Subject Property on November 11, 2024 by virtue of a Quit-Claim Deed recorded in OR Bk 35400, Pg 1560 in the Public Records of Palm Beach County, FL ("QCD"). A copy of the QCD is attached hereto as Exhibit 2. A Corrective Quit-Claim Deed to remedy a typographical error was recorded on February 3, 2025.

10. Upon recordation of the QCD, Wasserman immediately became a member of the Stonebridge Golf and Country Club of Boca Raton Property Owner's Association, Inc. ("POA") and immediately became obligated to join the Club and purchase a Club membership.

11. Upon recordation of the QCD, Wasserman became subject to the Club's By-Laws ("Club By-Laws"), a copy of which is attached as Exhibit 3.

12. Article 11.10 of the Club By-Laws requires any person acquiring property within the Stonebridge community, which includes the Subject Property, to purchase a Club membership.

13. On or about July 25, 2025, Wasserman was made aware of his obligation to join the Club and purchase a Club membership.

14. Instead of joining the Club and purchasing a Club membership, Wasserman recorded a subsequent Quit-Claim Deed to divest himself of his interest in the Subject Property. The subsequent Quit-Claim Deed was recorded in OR Bk 35951, Pg 445 in the Public Records of

Palm Beach County, FL (“Subsequent QCD”) and is attached hereto as Exhibit 4.

15. Wasserman transferred his interest in the Subject Property and recorded the Subsequent QCD in an effort to avoid his obligations to join the Club and purchase a Club membership.

16. Numerous demands have been made to Wasserman to join the Club and purchase a Club membership as required by the POA Declaration.

17. Wasserman has not purchased a Club membership, and thus, not joined the Club despite his obligation to do so.

18. The least expensive Club membership fee was \$114,500.00 at the time Wasserman was required to join.

19. The Club has retained the undersigned’s firm and is obligated to pay said firm attorney’s fees.

20. The Club is entitled to attorney’s fees and costs pursuant to the POA Declaration, the Club By-Laws, and Florida Statute § 720.305.

COUNT I – BREACH OF POA DECLARATION

21. Paragraphs 1-20 are realleged and incorporated herein by reference.

22. The POA Declaration is a valid contract.

23. The Club is a member of the POA and is entitled to enforce the POA Declaration.

24. Wasserman has failed to remit his membership fee to the Club.

25. Wasserman’s failure to remit his membership fee to the Club is a breach of the POA Declaration.

26. Due to Wasserman’s breach of the POA Declaration, the Club has been damaged.

WHEREFORE, Plaintiff, Stonebridge Golf and Country Club, Inc., demands judgment

against GEOFFREY WASSERMAN in the amount of \$114,500.00, plus attorney's fees, costs, and interest, and such other and further relief as the Court deems just and proper.

COUNT II – BREACH OF CLUB BY-LAWS
(in the alternative)

27. Paragraphs 1-20 are realleged and incorporated herein by reference.

28. The Club By-Laws are a valid contract with the members of the POA.

29. Wasserman has failed to remit his membership fee to the Club.

30. Wasserman's failure to remit his membership fee to the Club is a breach of the Club By-Laws.

31. Due to Wasserman's breach of the Club By-Laws, the Club has been damaged.

WHEREFORE, Plaintiff, Stonebridge Golf and Country Club, Inc., demands judgment against GEOFFREY WASSERMAN in the amount of \$114,500.00, plus attorney's fees, costs, and interest, and such other and further relief as the Court deems just and proper.

JURY DEMAND

The Club demands a jury trial on all issues so triable.

March 4, 2026

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Email: samkraut@pbattorneys.com
lhouse@pbattorneys.com

By: /s/ Seth M. Amkraut
Seth M. Amkraut, Esq.
Florida Bar No. 90858

EXHIBIT 1

CFN 20200031390
OR BK 31180 PG 955
RECORDED 01/24/2020 16:31:14
Palm Beach County, Florida
AMT
Sharon R. Bock
CLERK & COMPTROLLER
Pgs 0955-1029; (75Pgs)

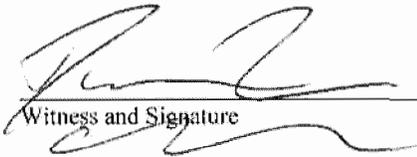
This instrument prepared by
and return to:
Joshua D. Krut, Esq.
Kopelowitz Ostrow P.A.
200 East Palmetto Park Road
Suite 103
Boca Raton, FL 33432
Telephone: (561) 910-3070

CERTIFICATE OF AMENDMENT AND RESTATEMENT OF THE AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR STONEBRIDGE GOLF AND COUNTRY CLUB OF BOCA RATON PROPERTY OWNERS' ASSOCIATION, INC.

Stonebridge Golf and Country Club of Boca Raton Property Owners' Association, Inc., a not-for-profit Florida corporation (the "Association"), organized pursuant to Chapter 720, Florida Statutes, et al., for the purpose of operating, governing, administering and managing the property and affairs of Stonebridge Golf and Country Club of Boca Raton, as defined in and according to The Amended and Restated Declaration of Covenants and Restrictions for the Association, as recorded in Official Records Book 25050, at Page 1171, of the Public Records of Palm Beach County, Florida, as amended from time to time, (the "Declaration"), hereby certifies that on October 28, 2019, at a properly noticed meeting of the Members, the Members duly approved and adopted that certain Amended and Restated Declaration of Covenants and Restrictions, attached hereto and made a part hereof as Exhibit "A".

Signed, Sealed and Delivered
in the Presence of:

STONEBRIDGE GOLF AND COUNTRY CLUB OF BOCA RATON
PROPERTY OWNERS' ASSOCIATION, INC., a not-for-profit Florida
corporation



Witness and Signature

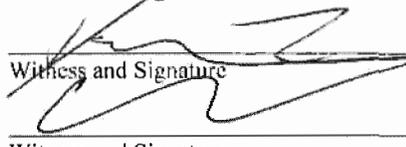
By: 

MARC L. SILVERMAN, President

Witness and Signature

By: 

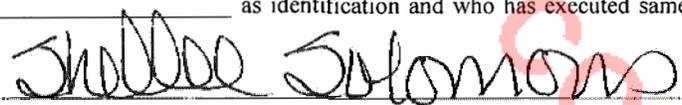
LYNN E. POLLAN, Secretary



Witness and Signature

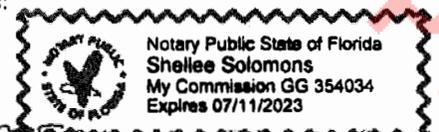
STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 31st day of October, 2019, by Marc L. Silverman, as President of Stonebridge Golf and Country Club of Boca Raton Property Owners' Association, Inc., a not-for-profit Florida corporation, who (✓) is personally known to me or () produced _____ as identification and who has executed same on behalf of said corporation.

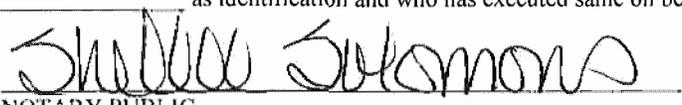


NOTARY PUBLIC
My Commission Expires:

STATE OF FLORIDA)
COUNTY OF PALM BEACH)



The foregoing instrument was acknowledged before me this 31st day of October, 2019, by Lynn E. Pollan, as Secretary of Stonebridge Golf and Country Club of Boca Raton Property Owners' Association, Inc., a not-for-profit Florida corporation, who (✓) is personally known to me or () produced _____ as identification and who has executed same on behalf of said corporation.



NOTARY PUBLIC
My Commission Expires:

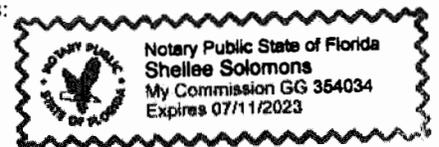


Exhibit "A"

AMENDED AND RESTATED DECLARATION OF
COVENANTS AND RESTRICTIONS

(starts on next page)

LANGUAGE THAT IS ADDED IS IDENTIFIED BY AN UNDERLINE.
LANGUAGE THAT IS ~~DELETED~~ IS IDENTIFIED BY A ~~STRIKE THROUGH~~.

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EXHIBIT "A"

AMENDED AND RESTATED

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

STONEBRIDGE GOLF AND COUNTRY CLUB OF BOCA RATON

JANUARY 2012

NOT A CERTIFIED COPY

STONEBRIDGE GOLF AND COUNTRY CLUB OF BOCA RATON PROPERTY OWNERS' ASSOCIATION,
INC.

DECLARATION OF COVENANTS AND RESTRICTIONS

NOVEMBER 2019

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**AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS**

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Adoption, Signed [REDACTED]
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AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR

STONEBRIDGE GOLF AND COUNTRY CLUB OF BOCA RATON
PROPERTY OWNERS' ASSOCIATION, INC.

The original Declaration of Covenants and Restrictions for Stonebridge Golf and Country Club of Boca Raton was recorded in Official Records Book 4399, at Page 1046, et. seq. ~~All Exhibits~~exhibits thereto are expressly incorporated ~~here in~~herein and made a part hereof.

WHEREAS, STONEBRIDGE GOLF AND COUNTRY CLUB JOINT VENTURE, a Florida Joint ~~Venture~~venture consisting of CMSB ENTERPRISES OF FLORIDA, INC.,⁷² and GLEN EAGLE PARTNERSHIP,⁴ was the owner of that certain real property commonly known as Stonebridge Golf and Country Club of Boca Raton, as legally described in Exhibit "A" attached hereto and made a part hereof (the "Property" or "Stonebridge Golf and Country Club of Boca Raton"); and;

WHEREAS, a general plan and uniform scheme of development and improvement of the Property has been established; and

WHEREAS, the Association wishes to provide for the preservation and enhancement of property values and amenities within Stonebridge Golf and Country Club of Boca Raton in order to contribute to the personal and general health, safety, and welfare of the ~~property owners~~Owners and residents therein, and in order to maintain the land and improvements therein, and to this end wishes to subject the Property to the covenants, restrictions, easements, reservations, ~~assessments~~Assessments, charges, liens,⁴ and other provisions hereinafter set forth; and

~~WHEREAS, Stonebridge Golf and Country Club of Boca Raton Property Owners' Association, Inc., a corporation not for profit (the "Association"),~~

WHEREAS, the Association was incorporated to provide an entity for enforcing and carrying out the purposes and intent of this instrument and the requirements of ~~Palm Beach~~the County, Florida (the "County") or and other governmental authority, in connectionauthorities with jurisdiction over the Property; and

WHEREAS, Stonebridge Golf and Country Club of Boca Raton is a limited-size country club community built around the Club amenities of Stonebridge Golf and Country Club of Boca

STONEBRIDGE GOLF AND COUNTRY CLUB OF BOCA RATON PROPERTY OWNERS'
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DECLARATION OF COVENANTS AND RESTRICTIONS

Raton, Inc.;

WHEREAS, the value of the Parcels in Stonebridge and the lifestyle of the residents are greatly influenced by ~~Club~~the Club's amenities being maintained in an attractive and first -class manner;

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STONEBRIDGE GOLF AND COUNTRY CLUB OF BOCA RATON PROPERTY OWNERS'
ASSOCIATION, INC.

DECLARATION OF COVENANTS AND RESTRICTIONS

WHEREAS, the Association ~~has~~ observed a trend whereby an increasing number of ~~Stonebridge owners have Owners~~ elected to discontinue their memberships in or ~~have~~ elected not to join the Club;

WHEREAS, the Association ~~believes~~ believed that such trend, if permitted to continue, ~~may~~ would have ultimately threaten the financial ability of the Club Owner to maintain its amenities in an attractive and first-class manner;

WHEREAS, the financial inability of the Club Owner to maintain its amenities ~~may~~ impact ~~might have impacted~~ the values of Owners' Parcels and the quality of residents' lifestyles in Stonebridge;

WHEREAS, the Association has the responsibility to take actions necessary to preserve the value of Owners' Parcels and the quality of ~~lifestyle of the residents of~~ residents' lifestyles in Stonebridge;

WHEREAS, every Owner ~~took~~ takes title to a Parcel ~~at~~ in Stonebridge subject to the knowledge that ~~Association's Declaration of Covenants and Restrictions, Articles of Incorporation and Bylaws (collectively "the Governing Documents") could~~ can be amended, from time to time, with the requisite approval vote of the Owners;

WHEREAS, the Association, applying prudent business judgment, has determined after examination and investigation that amending the Governing Documents to require all new Owners to become "Club Members" ~~is a~~ and remain Club Members In Good Standing are reasonable ~~method~~ methods to ensure that the Club amenities, around which Stonebridge is built, are properly maintained in order to enhance the value of Owners' Parcels and the quality of residents' lifestyles at in Stonebridge; ~~and~~

WHEREAS, the amendments to the Governing Documents require at a minimum that all new Owners become at a minimum, a member of the and remain Club, as defined Members In Good Standing; and

WHEREAS, the Association, applying prudent business judgment, has determined after examination that the Governing Documents should be amended anew to provide the Association with additional means and flexibility to preserve and possibly enhance the value of Parcels and the quality of Owners and residents' lifestyles in the Club documents Stonebridge in the face of a rapidly changing environment.

NOW, THEREFORE, the Association hereby declares that the Property is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, reservations,

STONEBRIDGE GOLF AND COUNTRY CLUB OF BOCA RATON PROPERTY OWNERS'
ASSOCIATION, INC.

DECLARATION OF COVENANTS AND RESTRICTIONS

restrictions, easements, ~~assessments~~ Assessments, charges, liens, and other provisions hereinafter set forth in this Declaration ~~of Covenants and Restrictions for Stonebridge Golf and Country Club of Boca Raton.~~

ARTICLE I

DEFINITIONS

Section 1. Definition of Terms.

The following terms, as used in this Declaration, shall have the following meanings:

~~A. ARCHITECTURAL REVIEW BOARD OR~~

A. A.R.B. shall mean and refer to ~~that~~ the Architectural Review Board, a permanent committee of the Association, created for the purpose of establishing and enforcing criteria for the maintenance, removal, renovation, installation, enhancement, or construction of improvements within the Property.

B. ASSESSMENT shall mean and refer to those charges levied against each all Parcels or an individual Parcel made by the Association from time to time, for the purposes and subject to the terms, set forth herein.

C. ASSOCIATION shall mean and refer to STONEBRIDGE GOLF AND COUNTRY CLUB OF BOCA RATON PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation not for profit, ~~and~~ its successors, and assigns.

D. ASSOCIATION PROPERTY shall mean and refer to all personal property and real property, other than the Common Property, ~~which~~ that may be acquired by the Association, for the sole benefit and private, common use and enjoyment of all Owners, subject to easements as herein provided.

E. ~~BOARD OF DIRECTORS~~ shall mean and refer to the Board of Directors of the Association.

~~F~~

F. BUILDER PROGRAM shall mean and refer to a program or programs, if any, implemented by the Club and/or the Association, whereby on terms established by the Club and/or the Association, qualifying builders, developers, and/or investors may be permitted to acquire a Parcel or Lot in order to renovate and/or rebuild, then resell, a Dwelling located thereon.

G. BULK SERVICES shall mean and refer to cable television (CATV) services, internet, and other telecommunication services and/or services of a similar nature that may replace one or more of such services in the future.

STONEBRIDGE GOLF AND COUNTRY CLUB OF BOCA RATON PROPERTY OWNERS'
ASSOCIATION, INC.

DECLARATION OF COVENANTS AND RESTRICTIONS

H. CLUB shall mean and refer to the private golf course, tennis courts, and related facilities and amenities that are or shall be owned and operated by the Club Owner, its successors, and assigns, who shall be responsible for the maintenance and operation of the Club Property.

I. CLUB ASSESSMENT shall mean and refer to an Assessment levied by the Association upon the Club as described in Article VI, Section 11 of this Declaration.

J. CLUB ASSOCIATES shall mean and refer to the Club's annual Associates and the Club's Legacy Associates, as those terms are defined in the Club Owner's By-Laws, as may be amended from time to time.

K. CLUB BOARD shall mean and refer to the Club Owner's Board of Governors.

L. CLUB CHANGES shall mean and refer to all modifications and/or changes in respect to the Club Property, including renovation, painting, construction, landscaping, and modification of the Club's clubhouse, golf course, parking fields, tennis courts, fitness center, pro-shop, maintenance buildings, and similar structures and facilities.

M. CLUB MEMBER shall mean a member of the Club, in good standing, as defined in the Bylaws of the Club Owner's By-Laws and rules and regulations, as they may be amended from time to time.

G

N. CLUB OWNER shall mean and refer to **STONEBRIDGE GOLF AND COUNTRY CLUB OF BOCA RATON, INC.**, a Florida corporation not for profit, its successors, and assigns.

O. CLUB PROPERTY shall mean and refer to all portions of the Property that are designated as Club Property on the Development Plan and are or shall be owned, operated, and maintained by the Club Owner.

P. COMMON EXPENSES shall mean and refer to all expenses incurred by the Association in connection with its ownership, maintenance, and other obligations set forth hereinafter in this Declaration and the other Governing Documents.

H

Q. COMMON PROPERTY shall mean and refer to all portions of the Property which that are intended for the common use and enjoyment of the Owners, and which are identified and dedicated to the Association on any recorded subdivision plat of the Property or conveyed to the Association by Deeddeed.

STONEBRIDGE GOLF AND COUNTRY CLUB OF BOCA RATON PROPERTY OWNERS'
ASSOCIATION, INC.

DECLARATION OF COVENANTS AND RESTRICTIONS

~~I. CLUB CONTRIBUTION shall mean and refer to the private golf course, tennis courts and related facilities which shall be operated one-time, non-refundable payment made by the Club purchasing Owner, its successors and assigns, who shall be responsible for the maintenance and operation of the Club Property.~~

~~J. CLUB OWNER shall mean and refer to STONEBRIDGE GOLF AND COUNTRY CLUB OF BOCA RATON, INC., a Florida corporation not for profit, and its successors and assigns, the Association as a capital contribution to the Association.~~

~~K. CLUB PROPERTY shall mean and refer to all portions of the Property which are designated as Club Property on the Development Plan and which shall be operated by the Club Owner, its successors or assigns as the Club.~~

~~L~~

~~S. COUNTY shall mean and refer to Palm Beach County, Florida.~~

~~I. DECLARATION shall mean and refer to this instrument and, including all exhibits hereto, as it may be amended from time to time.~~

~~M~~

~~U. DEVELOPMENT PLAN shall mean and refer to the graphic representation of the proposed manner of development of the Property, which that is attached hereto as Exhibit "B".~~

~~N~~

~~V. DWELLING shall mean and refer to any detached, single-family dwelling, including any Villa-Patio Unit, constructed, or to be constructed, on a Lot and to a Villa-Patio Unit.~~

~~O. GOLF COURSE~~

~~W. EFFECTIVE DATE shall mean and refer to the Stonebridge Golf and Country Club of Boca Raton Golf Course date on which this Amended and Restated Declaration of Covenants and Restrictions of 2019 is owned recorded in the Official Records of the County.~~

~~X. EMERGENCY SPECIAL ASSESSMENT shall mean and refer to an Assessment levied as described in Article VI, Section 5 of this Declaration.~~

~~Y. GENERAL ASSESSMENT shall mean and refer to an Assessment levied as described in Article VI, Sections 2 and 3 of this Declaration.~~

~~Z. GOVERNING DOCUMENTS shall mean and refer to the Association's Declaration, Articles of Incorporation, Bylaws, and Rules, as each may be amended from time to time.~~

STONEBRIDGE GOLF AND COUNTRY CLUB OF BOCA RATON PROPERTY OWNERS'
ASSOCIATION, INC.

DECLARATION OF COVENANTS AND RESTRICTIONS

AA. HEARING COMMITTEE shall mean and refer to the committee appointed by the Club Owner, its successors and assigns and is located on the Club Property Board as set forth in the Association's Bylaws, as may be amended from time to time.

P

BB. IMPROVEMENTS shall mean and refer to all structures of any kind, including, without limitation, any Dwelling or other building, fence, wall, sign, paving, grading, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, landscaping or, and landscape device or object, but shall not include Club Property.

Q

CC. INDIVIDUAL ASSESSMENT shall mean and refer to an Assessment levied as described in Article VI, Section 6 of this Declaration.

DD. IN GOOD STANDING shall mean and refer to a Member who is not (a) delinquent for ninety (90) days or longer in the payment of any Assessment, dues, fees, fines, charges, or any other financial obligation owed by a Member to the Association; (b) fined, suspended, or otherwise limited in his or her Association privileges and/or use of Association Property or Common Property as the result of a complaint determination by the Association's Hearing Committee or the Board; (c) in violation of any provision of this Declaration or other Governing Documents; and/or (d) certified by the Club Owner to the Association as being a Club Member who is not "In Good Standing" as the term is defined in the Club's By-Laws, as may be amended from time to time. Notwithstanding anything to the contrary contained in this Declaration, a Member shall lose "In Good Standing" status only after the Member is afforded the procedural protections of Section 720.305, Fla. Statutes, as amended from time to time.

EE. INSTITUTIONAL MORTGAGEE shall mean and refer to a state or federal bank, bank holding company, or subsidiary thereof, trust company or subsidiary thereof, savings and loan association, insurance company, union pension fund, mortgage company, credit union, the United States Veterans' Administration, U.S. Department of Veterans Affairs, United States Federal Housing Administration, the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, or any similar agency of the United States Government, or a lender generally recognized in the community as an institutional lender, which that holds a first mortgage of public record on any Parcel or on any other portion of the Property.

R

FF. LEGAL COSTS shall mean and refer to the costs, fees, and expenses of attorneys, collection agencies, experts, mediators, and/or arbitrators and the charges, filing, and other fees, costs, and expenses of collection agencies, attorneys, experts, mediation, arbitration, and courts at all levels, whether or not legal proceedings are initiated or

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defended, including interest thereon at the highest rate allowed by law, that the Association incurs to enforce or defend any provision(s) of the Governing Documents.

GG. LOT shall mean and refer to any tract of land located within the Property ~~which~~that is intended for use as, or is used as, a site for a Dwelling, and ~~which~~ is designated as a "Lot" on any subdivision plat of the Property.

S

HH. MANAGEMENT AGREEMENT shall mean and refer to a contract for management of the Property entered into between the Association and such other entity as is selected by the Association, in its ~~sole~~ discretion.

T

II. MEMBER shall mean and refer to a member of the Association.

U

JJ. OWNER shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Parcel, excluding however, any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

V

KK. PARCEL shall mean and refer to a Lot, ~~a and the~~ Dwelling, if any, located thereon, and a Villa-Patio Unit.

W

LL. PROPERTY OR STONEBRIDGE GOLF AND COUNTRY CLUB OF BOCA RATON shall mean and refer to that real property legally described in Exhibit "A" -attached hereto and made a part hereof, and such additional real property as may be subjected to the imposition of this Declaration from time to time.

MM. RULES shall mean and refer to the rules, regulations, and procedures established by the Board, as may be amended from time to time, including the Rules and Regulations and the Traffic Regulations and the rules, regulations, and procedures established by the A.R.B., as they may be amended from time to time.

NN. XSPECIAL ASSESSMENT shall mean and refer to an Assessment levied as described in Article VI, Section 4 of this Declaration.

OO. STONEBRIDGE shall mean and refer to the Property and the community contained therein.

PP. STREET shall mean and refer to any street, highway, or other thoroughfare ~~which~~that is constructed within Stonebridge and is dedicated to the Association, whether same is dedicated as a street, avenue, boulevard, drive, place, court, road, terrace, way,

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circle, lane, walk, or other similar designation.

Y

QQ. TRAFFIC REGULATIONS shall mean and refer to the Rules governing or related to the speed limits and other traffic rules, regulations, and procedures contained in this Declaration and/or established by the Board, as may be amended from time to time.

RR. VILLA-PATIO PROPERTY shall mean and refer to all portions of the Property which that are designated as Villa-Patio Property on the Development Plan. Density for such property shall be consistent with the requirements of the Palm Beach County, Florida Comprehensive Plan and Zoning Code and Zoning petition No. 83-107, dated September 29, 1983, as same may be modified from time to time.

Z

SS. VILLA-PATIO UNIT shall mean and refer to each portion of a villa patio, which is a Dwelling intended for and subject to use as a single-family residence, which that is or shall be constructed on a Lot in the Villa-Patio Property.

AA

TT. WATER MANAGEMENT SYSTEM shall mean and refer to those lakes, canals, and other facilities located within the Property which that are used or to be used for drainage of the Property.

ARTICLE II

DEVELOPMENT CONCEPT

The Property has been developed as a planned residential community ~~known as Stonebridge Golf and Country Club of Boca Raton.~~ Approximately 399 Lots have ~~been~~ were made available for purchase by the general public and private builders for construction of Villa Patio Units and single family dwelling homes. Dwellings. Stonebridge ~~includes~~ contains private roads Streets and recreational facilities, including tennis courts, swimming pool, lakes, and other amenities. The Association shall ~~be~~ is responsible for maintenance of the Association Property and the Common Property.

A Club has been constructed as shown on the Development Plan attached hereto in conjunction with the development of Stonebridge Golf and Country Club of Boca Raton. Membership in the Club shall not be restricted to Owners in Stonebridge Golf and Country Club of Boca Raton. A. Except as may be modified under the terms of a Builder Program, a person or a corporation, partnership, trust, or other entity obtaining title to a Parcel is required as a condition of ownership in Stonebridge to become a Club Member and to maintain remain a Membership Member In Good Standing in the Club, as more fully set forth in this Declaration. Terms of memberships and operations of the Club will be

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governed by the Club Owner's separate documents. Transfer of ownership of a Parcel, either voluntarily or by operation of law, shall terminate the transferor's regular Club membership in the Club of the transferor unless the ~~club~~Club Owner decides to the contrary.

 The Association shall assess each Parcel various charges as more specifically described hereinafter, for the purpose of funding the obligations of the Association. The Association shall also be responsible for enforcement of all of the restrictions and other terms set forth in this Declaration, ~~as well as the rules and regulations established by the Association,~~ and the other Governing Documents. In keeping with the general plan and uniform scheme of development and improvement, the restrictions and other terms set forth in this Declaration are also enforceable by the Owners among themselves.

ARTICLE III

ARTICLE III

PROPERTY SUBJECT TO THIS DECLARATION

~~Section 1. Property.~~

 Upon the recordation hereof, the Property shall be held, transferred, sold, conveyed, and occupied subject to this Declaration.

ARTICLE IV

~~STONEBRIDGE GOLF AND COUNTRY CLUB OF~~

ARTICLE IV BOCA RATON PROPERTY OWNERS

THE ASSOCIATION, INC.

Section 1. Formation. The Association was formed by the filing of ~~the~~its Articles of Incorporation ~~therefor~~ in the office of the Secretary of State of Florida. The purposes and powers of the Association shall be all of the purposes and powers set forth in the Declaration and ~~in the other Governing Documents.~~ The Association, acting through its Articles of Incorporation Board, shall possess the powers and By Laws authority indicated or incidental to those powers, duties, and responsibilities contained in the Governing Documents, except as proscribed by law. The Association shall be responsible for the execution, performance, administration, and enforcement of all the terms and conditions of this Declaration.

Section 2. Membership. Provided approval by the Association has been obtained pursuant to Article XIV hereof, a person or entity shall become a Member of the Association upon acquisition of fee simple title to ~~any~~any Parcel in Stonebridge Golf and Country Club of Boca Raton, by filing a deed evidencing such ownership in the office of the Clerk of the Circuit Court in and for Palm Beach ~~the County, Florida, evidencing such~~

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~~ownership. The fee simple title holder to the Club Property shall be a Member of the Association and shall be entitled to one (1) vote. Membership shall continue until such time as the Member transfers or conveys his interest of record or the interest is transferred and conveyed by operation of law. Membership shall be appurtenant to and may not be separated from ownership of any Parcel. No person or entity holding an interest of any type or nature, whatsoever, in a Parcel only as the security for performance of an obligation shall be a Member of the Association. The Club Owner shall be a Member of the Association and shall be entitled to one (1) vote. Membership in the Association shall continue until such time as the Member transfers or conveys his or her interest in a Parcel of record or the interest is transferred and conveyed by operation of law.~~

~~Section 3. Administration of the Association Governance. The affairs of the Association shall be governed, managed, and administered by the Board of Directors in accordance with this Declaration and the Association's Governing Documents, as well as the Articles of Incorporation and By Laws of the Homeowners' Association. The Articles of Incorporation and By Laws Act, Chapter 720, Fla. Statutes, as presently existing or as it may be amended in the manner set forth therein, from time to time. Except as otherwise provided, however, that no such amendment herein, the Board shall conflict with the terms of this Declaration and provided, that no amendment, alteration or rescission may be made which affects exercise all powers, and is authorized to take any action, necessary to carry out the Association's purposes as set forth in the Governing Documents, as well as the rights Homeowners' Association Act, Chapter 720, Fla. Statutes, as presently existing or privileges of any Institutional Mortgagee, without the express prior written consent of the Institutional Mortgagee so affected. as it may be amended from time to time.~~

~~Any attempt to amend contrary to this prohibition shall be of no force or effect.~~

~~Section 4. Voting. The Association shall have one (1) class of voting membership. Each Member for each Parcel owned by such Member, and the owner of the Club Property, Owner shall be entitled to one (1) vote as to matters on which the membership is entitled to vote, which vote may be exercised or cast by the Member in such manner as may be provided in the By Laws of the Association Association's Bylaws. Should any Member own more than one (1) Parcel, such Member shall be entitled to exercise or cast one (1) vote for each such Parcel. When more than one natural (1) person holds the ownership interest fee simple title in a Parcel, as required for membership, all such persons shall be Members, and the vote of such Parcel shall be exercised as they, among them, determine; provided, however, that in no event shall more than one (1) vote be cast with respect to each Parcel. With respect to each Parcel owned by other than one (1) natural person or persons, the Members Member(s) shall file with the Secretary of the Association a written notice, designating the name of the individual who shall be~~

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authorized to cast the ~~vote~~votes and execute proxies on behalf of such Member-(s). In the absence of such ~~designation~~written notice filed with the Secretary, the ~~Owner~~Member(s) shall not be entitled to vote on any matters coming before the membership.

Section 5. ~~Suspension of~~No Vested Membership Rights. No Member shall have any vested right, interest, or privilege in or to the assets, functions, affairs, or franchises of the Association, or any right, interest, or privilege ~~which~~that may be transferable, or ~~which~~that shall continue after his or her membership ceases, or while he is not in good standing. ~~A Member shall be considered "not in good standing" during any period of time in which he is delinquent in the payment of any Assessment, or in violation of any provision of this Declaration, or in violation of any rules or regulations promulgated by.~~ While not a Member In Good Standing with the Association. While not in good standing, the Member shall not be entitled to exercise any right or interest, or enjoy any privilege, of a Member of the Association, except as otherwise allowed provided by law, including the right to vote in Association elections or on Association matters, or the privilege to serve on the Board. Additionally, if the Member is delinquent in the payment of regular annual assessments in excess of ninety (90) days, the Member shall not be entitled to membership voting rights.

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Section 6. Enforcement of Governing Documents. The Association, acting through its Board and officers, shall have the authority to enforce restrictions imposed by this Declaration and any other Governing Documents in any manner permitted by law and/or equity, including (a) suspension of the right to use the Common Area and facilities and privileges on the part of Members (including Club Members who are not In Good Standing with the Club), their lessees, or invitees, (b) suspension of one or more of the Bulk Services to a Member (including Club Members who are not In Good Standing with the Club) where a comparable substitute for the suspended Bulk Service(s) is available for the Member's direct procurement and the suspension does not cause the Member inability to reach 911 in an emergency, and (c) the imposition of fines to be levied against any Member for failure to comply with the terms of the Governing Documents. Any provision of the Governing Documents subjecting a Member to fines shall be deemed to incorporate provisions for notice and hearing that are contained in this Declaration. Fines shall be levied, and suspensions imposed, in accordance with the procedures and requirements of the Association's Bylaws and Chapter 720.305, Fla. Statutes, as may be amended from time to time. A fine may exceed \$100 per violation against any Member or any Member's resident, lessee, guest, or invitee for the failure of the Member or his/her resident, lessee, guest, or invitee to comply with any provision of the Governing Documents. The Association may levy a fine for each day a violation continues by providing a single notice and opportunity for hearing. Such continuing violation fine(s) may exceed one thousand dollars (\$1,000) in the aggregate. Any fine levied upon a Member by the Board and approved by the Hearing Committee shall be an Assessment. If such fine totals One Thousand Dollars (\$1,000) or more, the Association shall have the right to place a lien against the Member's Parcel and foreclose on the lien.

Section 7. Interpretation of Governing Documents. The Association, acting through its Board, shall have the authority to determine the interpretation and construction of its Governing Documents and to resolve any allegedly doubtful, ambiguous, or conflicting language thereof, and the Board's determination shall be final and binding.

Section 8. Management Agent. The Association may hire such employees, agents, and contractors, including a management agent, attorneys, accountants, bookkeepers, gardeners, security guards, laborers, and other agents as the Association may deem necessary in order to maintain all or portions of the Association Property and the Common Property and to assist the Association in discharging its other responsibilities.

ARTICLE V

ASSOCIATION PROPERTY AND COMMON PROPERTY

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Section 1. Association Property and Common Property. The Association Property and Common Property ~~is~~are intended for the use and benefit of the ~~members of the Association and Members, their families, their guests, lessees approved by the Association,~~ licensees, and invitees. The Association is responsible for the management, maintenance, and operation of the Association Property and Common Property, notwithstanding the manner in which fee simple title to the Association Property or Common Property may be held.

Section 2. Acquisition and Sale of Property. The Association shall have the power and authority to acquire and/or sell such interests in real and personal property as it may deem beneficial to its Members. Such interests may include fee simple or other absolute ownership interests, leaseholds, or such other possessory use interests as the Association may determine to be beneficial to its Members. ~~Any property acquired pursuant to this Section shall be Association Property. Notwithstanding the foregoing two sentences,~~ prior to the Association acquiring or selling any interest in real property, the Association shall obtain the approval of a majority of the Members present, in person or by proxy, at a duly called meeting of the ~~Membership~~Members. ~~Such approval is not required, however, if the Association is exercising its right of first refusal to acquire a Parcel pursuant to Article XIV, Section 5. Any property acquired pursuant to this Section shall be Association Property or Common Property.~~

Section 3. Maintenance of Property. The Association shall, either by virtue of the appointment of a real estate management agent, or through its own personnel and/or agents, be responsible for the maintenance and repair of the Association Property, (except as otherwise set forth herein), ~~and the Common Property. Specifically, the property~~Association Property and the Common Property that the Association shall maintain and be responsible for shall include, ~~but not be limited to:~~

A. The entrance area to Stonebridge, including the guard house, shrubbery, signs, ~~street~~Street lights, walks, sprinklers, and other Improvements located within the Association Property and the Common Property on or about the entrance area, including, to the extent permitted by the governmental entity having jurisdiction, the dedicated right-of-way for State Road 7.

B. The Streets and other areas of Improvements related thereto within Stonebridge, including signs, ~~street~~Street lights, walks, sprinklers, and other Improvements.

C. The gates, walls, ~~street~~lights, fences, and hedges located on Association Property and Common Property within or around the perimeter of Stonebridge.

D. The Water Management System.

E. All other property, facilities, Improvements, or equipment ~~which that~~ the Board of Directors shall determine would properly serve and benefit the Members of the Association.

~~Section 4. — Management Agent. The Association may hire such employees, including, but not limited to, a management agent, attorneys, accountants, bookkeepers, gardeners, security guards and laborers, as Association may deem necessary in order to maintain the property described in this Section.~~

~~Section 5. — Rules and Regulations Governing Use of Association Property, Common Property and the Lots and Dwellings. The Association, through its Board of Directors, shall regulate the use of the Association Property, Common Property, and the Lots and Dwellings by its Members, and their guests, licensees and invitees and may from time to time promulgate such rules and regulations consistent with this Declaration, governing the use thereof as it may deem to be in the best interests of its Members. A copy of all rules and regulations established hereunder and any amendments thereto shall be made available to all Members at the Association office. Such rules and regulations may be enforced by legal or equitable action.~~

~~Section 6. — Traffic Regulations. The Association, through its Board of Directors, shall have the right to post motor vehicle speed limits throughout Stonebridge, and to promulgate traffic regulations (the speed limits and traffic regulations are collectively referred to herein as the "Traffic Regulations") for use of the Streets. A copy of the Traffic Regulations established hereunder and any amendments thereto shall be made available to all Members at the Association office. The Association, through its Board of Directors, shall also have the right to establish enforcement mechanisms for violation of the Traffic Regulations, including, without limitation, the levying of fines, the removal of vehicles from the Property, and the suspension of an Owner's rights and easements of enjoyment, as provided hereinbelow. Those who violate the Traffic Regulations shall be entitled to notice and a hearing before the Hearing Committee, prior to the imposition of any fine, suspension of an Owner's rights and easements of enjoyment, except where no hearing is required per Florida law.~~

~~Section 7. — Enforcement of Rules, Refutations and Restrictions. The Association through its Board of Directors and officers, shall have the authority to enforce~~

~~restrictions imposed by this Declaration and any rules or regulation promulgated hereunder, in any manner provided by law and/or equity, including the suspension of Common Area use rights and imposition of fines to be levied against any Owner for failure to comply with the terms of this Declaration, the Articles and By Laws or the rules and regulations of the Association. Any rule or regulation subjecting any Owner to fines shall include provisions for notice, hearing, appeal and fines. Fines, suspension of access to Cable Television or Internet bulk service ("Bulk"), and Common Area use suspensions shall be levied in accordance with the procedures and requirements of the By Laws and Chapter 720.305, Fla. Statute as may be amended. Any proposed fine levied by the Board and approved by the Hearing Committee shall be an assessment, but, unless otherwise allowed by statute, shall not result in an assessment lien against the Lot.~~

~~Section 8.~~

~~Section 4. Continual Maintenance.~~ In the event of a permanent dissolution of the Association, the Members shall immediately thereupon hold title to the Common Property and Association Property as tenants-in-common and shall collectively provide for the continued maintenance and upkeep thereof. In no instance shall ~~Palm Beach~~the County, Florida, be obligated to accept any dedication offered to it by the Members or the Association pursuant to this Section, but ~~Palm Beach~~the County, Florida, may accept such dedication and any. Any such acceptance by the County must be made by formal resolution of the then-empowered Board of County Commissioners.

ARTICLE VI

Section 5. Rules Governing Use of Association Property, Common Property, and the Lots, Dwellings, and Parcels. The Association, through its Board, shall regulate the use and maintenance of the Association Property, Common Property, and the Lots, Dwellings, and Parcels by its Members and their families, lessees approved by the Association, guests, licensees, and invitees. The Board may from time to time promulgate, amend, or repeal Rules consistent with this Declaration governing such use and maintenance as it may deem to be in the best interests of its Members. All persons whom an Owner allows to enter Stonebridge shall be deemed the Owner's guests, lessees, licensees, or invitees and they shall be subject to the provisions relative to them contained in the Governing Documents.

Section 6. Traffic Regulations. The Association, through its Board, shall have the right to promulgate, amend, and repeal Traffic Regulations for use of the Streets. A copy of the Traffic Regulations established under this Section and any amendments thereto shall be made available to all Members at the Association office or by posting on signs displayed on the Property. The Association, through its Board, shall also have the right to establish

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enforcement mechanisms for violation of the Traffic Regulations, including the levying of fines, the removal of vehicles from the Property, and the suspension of an Owner's rights and easements of enjoyment, as provided herein. Those who violate the Traffic Regulations shall be entitled to notice and a hearing before the Hearing Committee prior to the imposition of any fine or suspension of an Owner's rights and easements of enjoyment, except where no hearing is required pursuant to Florida law.

ARTICLE VI **ASSESSMENTS**

Section 1. Authority. The Association, through its Board of Directors, shall have the power and authority to make and collect Assessments as hereinafter set forth.

Section 2. General Assessments. General Assessments shall be determined annually for the purpose of maintenance and management and improvement of the Association, the Association Property, and the Common Property, and for the purpose of promoting the safety and welfare of the Owners. Maintenance and management and improvement expenses referred to herein include, but are not limited to, the cost and expense of the operation, maintenance and management and improvement of the Association, the Association Property, and the Common Property; the operation and maintenance, management, and improvement of the Water Management System; property taxes and assessments against the Association Property and the Common Property; insurance coverage for the Association Property and the Common Property; legal and accounting fees; maintenance of the Streets; management fees; security and Bulk cable television and Internet Service costs; normal repairs and replacements; charges for utilities used upon the Association Property and Common Property; cleaning services; expenses and liabilities incurred by the Association in the enforcement and/or defense of its rights and duties against Members or others; the creation of reasonable reserves; and all other costs and expenses deemed by the Board of Directors of the Association to be necessary and proper for management, maintenance, repair, operation and enforcement the discharge of the Association's rights and responsibilities.

Section 3. Basis and Collection of General Assessments. The Association shall annually estimate the expenses it expects to incur and the over a stated period of time involved therein and. It may assess its Members sufficient monies to meet this estimate. All Parcels shall be assessed at a uniform rate, to be determined by the Association, so that all Parcels subject to a General Assessment shall be assessed equally. Should the Association at any time determine that the General Assessments made are not sufficient to pay the Association's expenses, the Board of Directors shall have authority to levy and

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collect additional General Assessments to ~~meet~~pay such ~~needs~~expenses. General Assessments shall be collectable in advance monthly, quarterly, semi-annually, or annually, as the Board of Directors shall determine. ~~A General Assessment shall be considered delinquent if not paid by the due date.~~

Section 4. Special Assessments. The Association may levy a Special Assessment against each Member for any of the following purposes: the acquisition of property by the Association; defraying the cost of construction of capital improvements to the Association Property or the Common Property; the cost of construction, reconstruction, unexpected repair or replacement of a capital improvement, including the necessary and/or desirable fixtures and personal property related ~~thereof~~thereto; and the expense of indemnification of each director, officer, and member of the A.R.B. of the Association. All Special Assessments shall be at a uniform amount for each Parcel assessed, regardless of whether a particular Special Assessment affects all Owners, or a particular Owner. A Special Assessment shall be collectable in such manner as the Board of Directors shall determine. When a Special Assessment exceeds ~~Five Hundred~~One Thousand Dollars (\$~~500~~1000.00) per Parcel, it shall require the approval of the membership of the Association ~~Members~~, to be obtained at a duly convened regular or special meeting ~~at which a quorum exists and such meeting is called at least~~in whole or in part to secure this such approval by, at which a quorum exists. Such approval shall require an affirmative vote of no less than a majority of the Members present in person or by limited proxy.

Section 5. Emergency Special Assessments. ~~The~~Notwithstanding any limitation on the Board's authority to levy an Assessment contained elsewhere in this Declaration, the Board of Directors may levy an Emergency Special Assessment when, in its sole determination, there is potential danger of damage to persons or property. Such Emergency Special Assessments may be utilized to pay for preventative, protective, or remedial construction, reconstruction, improvements, repairs, or replacements. Events justifying Emergency Special Assessments include, but are not limited to, hurricanes, floods, and fires. Emergency Special Assessments may also be levied for roof, plumbing, structural repairs, and repairs of Streets and the Water Management Tracts System. Emergency Special Assessments shall be collectable in such manner as the Board of Directors shall determine.

Section 6. Individual Assessments. The Association may levy and collect an Individual Assessment against a particular Parcel for the cost of maintenance, repairs, or replacements, within or without the Parcel, ~~which that~~the Owner thereof has failed to perform and which failure or refusal to perform has, in the opinion of the Association, endangered or impaired the use, appearance, or value of the Parcel or the Property. In addition, the Association may levy and collect an Individual Assessment against a

particular Parcel for the cost of disconnecting and/or reconnecting any Bulk Services that have been suspended as permitted by this Declaration. The Association has a right of entry onto each Parcel to perform necessary maintenance, repairs, or replacements, including the right to abate or eliminate any nuisance. This Individual Assessment shall may include an administrative fee charged by the Association in an amount to be determined by the Board of Directors in its discretion from time to time. All Individual Assessments shall be collectable in such manner as the Association shall determine.

Section 7. Effect of Non-Payment of Assessments. All notices of Assessments Assessment from the Association to the Members a Member shall designate when the Assessment is due and payable. If an Assessment is not paid on within the calendar quarter in which the date when due notice of Assessment is billed, it shall then become delinquent and. If such Assessment becomes delinquent, then: (a) it shall bear interest at the maximum rate allowed by the Florida usury laws from the date when due payable until paid, and late fees in an amount determined by the Board of Directors; (b) the Association may charge a late fee for each unpaid Assessment installment in an amount not to exceed the highest amount permitted by Section 720.3085, Fla. Statutes, as amended from time to time; and (c) the Association may accelerate the entire amount of all Assessments for the remainder of the fiscal year and declare them to be immediately due and payable, notwithstanding any provisions for the payment thereof in installments. The unpaid Assessment, together with subsequent Assessments that may accrue thereafter, as well as interest thereon, late fees, and the cost Legal Costs of collection thereof, including attorneys' fees, shall be secured by a continuing lien against the Parcel against which the Assessment is made and shall also be the continuing personal obligation of the Owner of such Parcel. If any Assessment, or any installment thereof, shall not be paid within thirty (30) days after the due date, the Association may, at any time thereafter, accelerate the entire amount due for the period for which the Assessment was made and declare the same immediately due and payable. The Association may also record a Claim of Lien in the Public Records of Palm Beach the County, Florida, setting forth the amount of the unpaid Assessment and the rate of interest due thereon. The Association may at any time thereafter bring an action to foreclose the lien against the Parcel and/or a suit on the personal obligation of the Owner or Owners There. In such action and/or suit, there shall be added to the amount of such Assessment the cost Legal Costs of such action (including attorneys' fees), and in the event, if a judgment is obtained, such judgment shall include interest on the Assessment, as above provided and attorneys' fees the Legal Costs incurred by the Association, together with the. The Association shall be entitled to recover its interest, late fees, and reasonable attorneys' fees and costs of the action incurred in any pre-suit efforts to collect the debt, a lien foreclosure action, or an action to recover a money judgment for unpaid Assessments, and such entitlement for said charges shall be through and including all applicable appellate levels. Any successor

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in title to a Parcel shall be held to have constructive notice of the records of the Association to determine the existence of a delinquency in the payment of Assessments.

Section 8. Dishonored Checks. ~~In the event that~~ If a check given to the Association for payment of an Assessment shall be dishonored, for any reason whatsoever, the Association shall have the right to charge an administrative fee in the amount of Fifty Dollars (\$50.00), or such other such reasonable amount as may be determined by the Board of Directors in its discretion, from time to time. This fee shall be deemed to be a part of the Assessment, shall be secured by the Assessment lien against the affected Parcel, and may be enforced in the same manner as any other Assessment, as provided hereinabove.

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Section 9. Certificate of Assessments. The Association shall prepare a roster of the Parcels and Assessments applicable thereto, which shall be kept in the ~~office of the Association~~ office and shall be open to inspection by all Members. At the request of an Owner, the ~~Board of Directors~~ shall prepare a Certificate of Assessments signed by an ~~officer of the Association~~ officer, setting forth whether the Owner's Assessments have been paid and/or the amount ~~which that~~ is due as of the date of the Certificate. As to parties without knowledge of error who rely thereon, such Certificate shall be presumptive evidence of payment or partial payment of any Assessment therein stated as having been paid or partially paid. The Association may charge ~~an~~ a reasonable administration fee in the amount of Fifty Dollars (\$50.00) with respect to ~~issuing for the Certificate, which amount may be adjusted as determined by the Board of Directors.~~ issuing for the Certificate, which amount may be adjusted as determined by the Board of Directors. The Association may also charge, ~~as well as an estoppel fee in an amount as determined by the Board, which that~~ shall not exceed any limitations under Florida law statute.

Section 10. Subordination to Lien of Mortgages. The lien for Assessments for which provision is herein made shall be ~~subordinate~~ effective from and shall relate back to the date on which the original declaration of Stonebridge was recorded. However, as to first mortgagees of record, the lien of any Institutional First Mortgagee for Assessments is effective from and after the recording of a claim of lien in the public records of the County. Such subordination shall, however, apply only to the Assessments ~~which that~~ have become due and payable prior to a final sale or transfer of the mortgaged Parcel pursuant to a decree of foreclosure or in any other proceeding or conveyance in lieu of foreclosure of the mortgage. ~~No~~ To greatest extent permitted by law, no sale or transfer shall relieve any Parcel from liability for any Assessment previously due or thereafter becoming due, nor from the lien of any such previous or subsequent Assessment. Any delinquent Assessments ~~which that~~ are extinguished pursuant to a sale or transfer in connection with the foreclosure of a first mortgage, or any proceeding or deed in lieu of foreclosure of a first mortgage, shall be reallocated and assessed to all Owners. The written opinion of the Association that the lien is subordinate to a mortgage lien shall be dispositive of any questions of subordination. ==

Section 11.- Assessment of the Club Owner. The Association shall have the power and authority to levy and collect Assessments from the Club ~~(the "Club Assessment"), which Owner.~~ Such Assessments shall be used for the operation and maintenance of the Water Management System and the Streets and any other Common Expenses. The amount of the Club Assessment shall be determined as follows:

Commencing on the ~~date~~ Effective Date, the Club ~~opens for business (the "Commencement Date")~~ the Club Owner shall pay a minimum base annual assessment of ~~\$1843,000.00.~~ Adjustments shall be made in the Club Assessment

on ~~the~~every first anniversary of the Commencement Date and annually January thereafter. The standard for measuring such adjustments shall be the percentage of increase in the General Assessments for the year in which the adjustment of the Club Assessment occurs over the amount of the General Assessment for the preceding year. For example, if the General Assessment for each Parcel for ~~the~~ year in which the Club opens 2019 is ~~\$100~~850.00 and the General Assessment for each Parcel for the next succeeding year is ~~\$110~~900.00, then the increase in the Club Assessment shall be ~~10~~106% of ~~\$1843,000.00~~ for a new annual Club Assessment of ~~\$19,800~~45,530.00. Club Assessments shall be collectable in advance monthly, quarterly, semi-annually, or annually, as the Board of Directors shall determine.

The Club Owner shall not be responsible for any Special Assessments or Emergency Special Assessments as hereinbefore provided.

~~ARTICLE VI~~ARTICLE VII

~~MAINTENANCE OF PROPERTY~~

~~Section 1. — Association Responsibilities. The Association shall be responsible for maintenance of the Association Property and the Common Property as more fully described in Article V, Section 3 of this Declaration.~~

~~Section 2. — Parcel Owner Responsibilities.~~

The Owner of each Parcel shall be responsible for maintenance of the interior areas of the Improvements constructed upon such Parcel, as well as all exterior areas of his ~~Lot~~ her Parcel, including, without limitation, the Dwelling's exterior, driveway, mailbox, lamp post, lawn, patio, terrace, garden, or similar areas. The expense of any maintenance, repair, or construction of any portion of the Association Property or the Common Property, or of any of the Association's Improvements necessitated by the negligent or willful acts of an Owner or his or her invitees, licensees, family, lessees, or guests shall be borne ~~solely~~ by such Owner, and his or her Parcel shall be subject to an Individual Assessment for such expense. All exterior repairs and replacements made by an Owner, which that may result in an alteration or addition to the Parcel, shall be subject to the approval of the Architectural Review Board. A.R.B.

~~ARTICLE VII~~ARTICLE VIII

ARTICLE VIII

EASEMENTS, ASSOCIATION PROPERTY, COMMON PROPERTY, RIGHT OF ENTRY

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Section 1. Owners' Easement of Enjoyment. Subject to the provisions of this ~~Section~~Declaration, each Owner shall have a right and easement of enjoyment in and to the Association Property and the Common Property, ~~which.~~ This easement shall be appurtenant to and ~~shall~~ pass with the title to each Parcel.

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Section 2. Extent of Owners' Easement. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association, to borrow money for the purpose of maintaining or improving the Association Property and the Common Property, and in connection therewith, to mortgage the Association Property and the Common Property. Notwithstanding ~~the foregoing~~, the Association shall be prohibited from borrowing or expending money for the purpose of improving the Association Property and the Common Property for a ~~single improvement~~ improvement expenditure where the funds necessary to be borrowed or spent for said ~~improvement~~ improvement exceed thirty (30%) percent of that year's Association annual budget, unless said action is approved by a majority vote of the Members, who are in attendance, either in person or by proxy at a duly called meeting of the ~~Membership~~ Members.

B. The right of the Association to take such steps as are reasonably necessary to protect the Association Property and Common Property against foreclosure.

C. The right of the Association to suspend the enjoyment rights and easements of any Owner for any period during ~~which any Assessment remains unpaid by that Owner, and for any period during which such Owner is in violation of this Declaration, any of the rules and regulations, or any of the Traffic Regulations of the Association~~ such Owner is not In Good Standing with the Association and/or the Club.

D. The right of the Association to ~~properly maintain~~ or improve the Association Property and the Common Property.

E. The right of the Association to dedicate or transfer all or any part of the Association Property and/or the Common Property to any public agency, authority, utility, water management or water control district, or other entity or person.

F. Restrictions contained on any ~~Plat~~ plat or filed separately, with respect to all or any portion of the Property.

G. All of the provisions of this Declaration, and the Articles of Incorporation, By Laws, and rules and regulations of the Association Governing Documents and all ~~Exhibit~~ exhibits thereto, as ~~same~~ may be amended from time to time.

Section 3. Easement Grants. The following easements are hereby granted and/or reserved over, across, and through the Property:

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A. Easements for the purposes of installation and maintenance, replacement, and/or improvement of utilities are granted as shown on the recorded subdivision plats of the Property. Within these easement areas, no structure, or planting or other material, (other than sod) ~~which that~~ may interfere with the installation and maintenance of ~~underground utility facilities, such purposes~~ shall be placed or permitted to remain, unless such structure, or planting or other material was originally installed, and has been properly maintained. The Association (and/or such other entity as is indicated on the plats) is hereby granted access to all easement areas for such purposes. These Association easements and access shall not create or imply a concomitant Association responsibility unless expressly provided within which such underground facilities are located for the purpose of operation, maintenance and replacement thereof this Declaration.

B. Easements for the purposes of installation and maintenance, replacement, and/or improvement of drainage facilities are granted to the Association, and/or other entities as shown on the recorded subdivision plats of the Property. Within these easement areas, no structure, planting, or other material, (other than sod) ~~which that~~ may interfere with such installation and maintenance, purposes or ~~which that~~ may obstruct or retard the flow of water through drainage channels shall be placed or permitted to remain, unless such structure, planting, or other material was originally installed, and has been properly maintained. The Association (and any/or such other entity indicated on the plats) ~~shall have~~ is hereby granted access to all such drainage easement areas for such purposes. These Association easements for the purpose of operation and maintenance thereof and access shall not create or imply a concomitant Association responsibility unless expressly provided within this Declaration. The Association shall have the right to contract for the installation, maintenance, replacement, and/or improvement of the Water Management System with an established water management or water control district, or with any other party.

C. The Association Property and the Common Property ~~is~~ are hereby declared to be subject to a perpetual, non-exclusive easement in favor of the Association, its employees and agents of the Association, and of, including any management entity contracted by the Association, in order that such employees, and agents and management entity may carry out their duties.

D. ~~A~~ A non-exclusive easement is hereby granted to each Institutional Mortgagee for the purpose of access to the Property Parcel subject to its mortgage.

E. A non-exclusive easement is hereby granted for ingress and egress over, across, and through all Streets for access to and from the Club by all Club Members thereof, regardless of whether such Members are also Members of the Association and Club

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Associates.

F. The Association Property and Common Property ~~is~~ are hereby declared to be subject to a perpetual, non-exclusive easement, in areas originally designated as such in favor of the Club Owner, its invitees, licensees, employees, agents, and contractors for golf cart path purposes, and to a perpetual non-exclusive easement in favor of the Club Owner, its employees, licensees, agents, and contractors to afford ingress ~~and~~ egress to the Club in order for the Club Owner to carry out its maintenance duties ~~hereunder~~ under this Declaration.

Section 4. Emergency Right of Entry. In case of any emergency originating in, or threatening any Parcel, regardless of whether the Owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the ~~Management Agent~~ management agent under a Management Agreement, shall have the right, but not the obligation to enter such Parcel for the purpose of remedying, or abating the cause of such emergency, ~~and such.~~ Such right of entry ~~shall~~ may be ~~immediately exercised immediately.~~

Section 5. Additional Easements. The Association shall have the right to grant such additional easements, including, ~~without limitation,~~ easements to private cable television service companies Bulk Service providers, or to relocate existing easements throughout the Property as the Association may deem necessary or desirable for the proper operation ~~and~~ maintenance, ~~and/or improvement~~ of the Property, or any portion thereof, provided that such additional easements or relocation of existing easements do not prevent or unreasonably interfere with the Owners' use or enjoyment of the Property. Notwithstanding the foregoing, or any other provisions of this Declaration, the Association shall not have the right or authority to grant additional easements across the Club Property.

Section 6. Restriction on Owner Easements. No Owner shall grant any easement upon any portion of the Property to any person or entity, without the prior written consent of the Association.

Section 7. Public Service Easements. Fire, police, health, U.S. Mail, sanitation, and other public service personnel and vehicles shall have a perpetual, non-exclusive easement for ingress and egress over and across the Common Property and Association Property.

ARTICLE IX

STONEBRIDGE GOLF AND COUNTRY CLUB OF BOCA RATON PROPERTY OWNERS'
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ARCHITECTURAL CONTROLS

~~Section 1. Architectural Review Board~~

Section 1. A.R.B. It is the intent of Association to create a general plan and uniform scheme of development of the Property and to create within the Property a residential community of high quality and harmonious Improvements. Accordingly, the A.R.B. shall have the right to approve or disapprove all ~~architectural~~ architecture, landscaping, and location of any proposed Improvements, whether for Parcels, including Parcels under a Builder Program, the Association Property, the Common Property, or the Club Property, except that any right of review of ~~improvements~~ Improvements to Club Property is subject to the provisions of Section 2 of this Article IX. The A.R.B. shall consist of five (5) members appointed by the Board of Directors for a one (1) year term. Each member shall be a ~~member of the Association in good standing.~~ The A.R.B. may, in its ~~sole~~ discretion, impose standards for construction and development ~~which that~~ may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes. The ~~procedures and powers of the A.R.B. shall be as set forth below~~ in this Declaration.

A. No Improvements shall be constructed, erected, removed, planted, or maintained, nor shall any addition to or any change, replacement, or alteration therein or thereto be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior wall texture, color scheme, and the location of same, including where applicable a surface water drainage plan showing existing and design grades and/or contours relating to the predetermined ground floor finish elevation originally established, shall have been submitted to and approved in writing by the A.R.B. As part of the application process, two (2) complete sets of plans and specifications prepared by an architect, landscape architect, engineer, or other person found to be qualified by the A.R.B. shall be submitted for approval by written application on such form(s) as may be provided or required by the A.R.B. The A.R.B. may require submission of samples of building materials and colors proposed to be used. All construction shall be done by a ~~licensed general contractor~~ licensed for the nature of the work to be performed.

B. ~~In the event~~ If the information submitted to the A.R.B. is, in the A.R.B.'s opinion, incomplete or insufficient in any manner, the A.R.B. may ~~request and~~ require the submission of additional or supplemental information.

C. The A.R.B. shall have the right to refuse to approve any plans and specifications ~~which that~~ are not suitable or desirable, in its ~~sole~~ discretion, for aesthetic or any other reasons. In approving or disapproving such plans and ~~applications~~ specifications, the A.R.B. shall consider the suitability of the proposed Improvements, ~~and the~~ materials of

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which the same are to be built, the site upon which such Improvements are proposed to be erected, the harmony thereof with the surrounding area, and the effect thereof on adjacent or neighboring property.

D. Except as otherwise provided hereinbelow with respect to the construction of Dwellings, or as specifically excepted by the A.R.B., construction of all Improvements for which the approval of the A.R.B. is required under this Declaration, shall be completed within the time period specified by the A.R.B.

E. The A.R.B. shall, ~~in all cases,~~ have the right to determine and designate building set back lines more or less stringent than those set forth herein, ~~where the A.R.B. deems it necessary to conform to the general plan of Stonebridge, and in order/or to preserve the integrity of Stonebridge.~~ In this respect, the A.R.B.'s judgment and determination shall be final and binding.

F. Upon approval by the A.R.B. of any plans and specifications submitted to ~~the A.R.B., it,~~ the A.R.B. shall notify the applicant in writing, ~~which notification shall set forth stating any qualifications to, or conditions of, approval. In the event that if the A.R.B. disapproves any plans and specifications submitted to the A.R.B., it,~~ the A.R.B. shall so notify the applicant in writing, stating the grounds upon which such disapproval is based. Any applicant may appeal the decision of the A.R.B. to the Board of Directors of the ~~Association~~ within thirty (30) days of the A.R.B.'s decision. The determination of the Board of Directors shall be final and binding upon the applicant; provided, however, that no Improvement shall be erected or shall be allowed to remain ~~which that~~ violates any of the covenants, ~~condition~~ conditions, or restrictions contained in this Declaration, or ~~which~~ violates any applicable zoning or building ordinance or regulation.

G. Prior to the occupancy of any Improvement constructed or erected on a Parcel, the prospective occupants or the builder thereof shall obtain a Certificate ~~certificate~~ of Occupancy ~~occupancy~~ from Palm Beach ~~the~~ County and any and all other Governmental ~~governmental~~ approvals ~~which that~~ may be required. Once obtained, ~~they these~~ certificates and approvals must be provided to the Association for the purpose of obtaining, prior to occupancy, a Certificate ~~certificate~~ of Acceptance ~~acceptance~~ from the A.R.B., certifying. Additionally, the prospective occupants shall certify to the A.R.B. that the construction of the Improvement has been completed in accordance with the plans and specifications as previously approved by the A.R.B. The A.R.B. may, from time to time, delegate to a member or members of the A.R.B., the responsibility for issuing such Certificate ~~certificates~~ of Acceptance ~~acceptance~~.

H. There is specifically reserved unto the A.R.B., the Board, and ~~to any agent or~~

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member of the A.R.B., and/or the Board the right of entry and inspection upon any portion of the Property for the purpose of determining whether any construction or any Improvement violates the terms of any approval by the A.R.B., the terms of this Declaration, or any amendments hereto, or the terms of any other covenants, conditions, and restrictions to which any deed or other instrument of conveyance makes reference. If any Improvement of any nature shall be constructed or altered without the prior approval of the A.R.B., the Owner shall, upon demand of the Association, cause such Improvement to be removed or reconstructed to comply with the, if plans and specifications originally are subsequently approved by the A.R.B., to be reconstructed to comply with said A.R.B.-approved plans and specifications. The Owner shall be liable for the payment of all costs of such removal or reconstruction, including all Legal Costs. ~~These costs and attorneys' fees incurred by the Association, which costs and attorneys' fees may shall be collected as an Individual Assessment.~~ The A.R.B. is specifically empowered to enforce or defend the provisions of this Declaration by any legal or equitable remedy, and in the event that, if it becomes necessary to retain counsel, and/or to resort to litigation, arbitration, and/or mediation to determine the propriety of any constructed Improvement or, to remove any unapproved Improvement, or otherwise to enforce or defend the provisions of this Declaration, the Association shall bear the costs, including Legal Costs, thereof initially and shall be entitled to recovery of such costs, including but not limited to, court costs, expenses and attorneys' fees of the A.R.B.; provided, however, that nothing provided herein shall be deemed to negate the Association's right to counsel and an award of the Association's and the A.R.B.'s attorneys' fees and costs if the Association Legal Costs, from the Owner who is the prevailing party in any administrative or judicial proceeding. In the event that any involved. If an Owner fails to comply with the provisions contained herein or other rules and regulations in Rules promulgated by the A.R.B., and/or the Association, the A.R.B. may, in addition to all other remedies contained herein, record against that Owner's Parcel a Certificate certificate of Disapproval disapproval stating that the Improvements on the Parcel fail to meet the various requirements of the A.R.B.

I. The A.R.B. is empowered to ~~publish~~ promulgate, amend, or modify ~~repeal,~~ from time to time, procedures and design and development standards for Stonebridge, including but not limited to the following:

- (1) Roof and roof design.
- (2) Fences, walls, and similar structures.
- (3) Exterior building materials and colors.
- (4) Exterior landscaping.
- (5) Signs and graphics, mail boxes mailboxes, address numbers, garden décor and decoration, and exterior lighting.
- (6) Building setbacks, side yards, and related height, bulk, and design criteria.

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(7) Pedestrian and bicycle ways, sidewalks, and pathways.

J. The A.R.B. may grant variances on a case by case basis from the requirements and restrictions contained herein, in this Declaration or as elsewhere promulgated by the A.R.B., ~~and from the restrictions and requirements sets forth in this Declaration on a case by case basis~~; provided, however, that the variance sought is reasonable and does not impose an undue hardship upon other Owners. The granting of such variance by the A.R.B. shall not nullify or otherwise affect the A.R.B.'s right to require strict compliance with the requirements set forth ~~here~~ herein or as elsewhere promulgated by the A.R.B. on any other occasion.

K. The A.R.B. may adopt a schedule of reasonable fees for processing requests for approval. Such ~~feefees~~ fees, if any, shall be payable to the Association at the time that the plans and specifications and other documents are submitted to the A.R.B. The payment of such fees, as well as other expenses required to be paid to the Association for the A.R.B., shall be deemed to be an Individual Assessment, enforceable against the Owner and the Parcel as provided ~~hereinabove~~ herein.

L. ~~Neither~~

L. None of the Association, the directors or officers of the Association, the members of the A.R.B., nor any person acting on behalf of any of them, shall be liable for any costs or damages incurred by any Owner within Stonebridge, occupant, or any other party whatsoever, due to any mistake in judgment, negligence, or any action of the A.R.B. in connection with the approval or disapproval of plans and specifications. Each Owner and occupant of any Property Parcel within Stonebridge agrees, as do their successors and assigns, by acquiring title thereto or an interest therein or by assuming possession thereof, that they or she shall not bring any action or suit against the Association, the directors or officers of the Association, the members of the A.R.B. or their respective agents, or any person acting on behalf of any of them in order to recover any damage caused by the actions of the A.R.B. The Association shall indemnify, defend, and hold harmless the A.R.B. and each of its members from all costs, expenses, and liabilities, including attorneys' fees Legal Costs, of all nature resulting by virtue of the act or inaction of the A.R.B. or its members. Neither None of the Association, the directors or officers of the Association, the members of the A.R.B., nor any person acting on behalf of any of them, shall be responsible for any defects in any plans and specifications, nor for any defects in any Improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction or other work performed pursuant thereto.

M. Upon the completion of the Improvements to a Parcel and final approval by the A.R.B., the Board ~~of Directors~~ shall, upon request by an applicant, issue a certificate

certifying that the plans and specifications have been submitted to and approved in writing by the A.R.B.

Section 2. Extent Applicable to Club. Notwithstanding anything to the contrary set forth in Section 1 of this Article IX, the ~~“Architectural Controls”~~ architectural controls of the Association and/or the A.R.B. shall be inapplicable in respect to Club Property except as hereinafter provided in this Section 2.

A. ~~All modifications or changes in respect to the Club Property, (“Club Changes”) including but not limited to renovation, painting and/or construction or modification of the country club clubhouse, landscaping including golf course landscaping and renovations, (excepting all lakes and surrounding banks which are Association property) parking fields, tennis courts, fitness center, pro shop, maintenance buildings or similar structures, which~~

A. All Club Changes that require approval of the Club Members by a majority vote in advance of implementing such Club Changes as proposed by the Club Board of Governors (the “Board”), shall be the sole and exclusive province of the Club Owner. To the extent such Club Changes require a vote of the Club Members in order to become effective as provided in the Club Owner’s By-Laws of the Club, there shall be no requirement for the submission of proposed plans, drawings, or other data or documents of any kind by the Club Owner to the A.R.B. or the Association for approval or otherwise prior to submission of such Club Changes to the Club Members. Further, upon approval of the proposal(s) such Club Changes by the Club Members by vote, no submission of such Club Changes to the A.R.B. and/or the Association is required.

B. To the extent ~~that the Club Owner’s By-Laws of the Club~~ authorize Club Changes which may be made effective ~~by that the Club Board may undertake~~ without prior approval of Club Members, the Club By Laws shall contain a provision requiring the Board ~~to shall~~ deliver notice of the nature of the proposed Club Changes to the Association ~~or~~ A.R.B. prior to the Club Board taking a formal vote in respect thereto. ~~In the event~~ If the Association ~~or~~ A.R.B. objects to the nature of the proposed Club Changes, ~~it the~~ Association shall have the right to assign two (2) members of ~~its the~~ Board of Directors to attend a formal meeting of the Club Board at which the subject of proposed Club Changes is on the agenda for the purpose of stating such objections. At such meeting of the Board ~~a~~ a vote shall be taken in the presence of the ~~Association~~ Association’s representatives in respect to such Club Changes. A super majority of the Club Board (consisting of at least 7 members of a 9 member Board/9ths of the Club’s governors, rounded up to the next integer) shall be required for passage of a resolution which ~~that~~ has been objected to by the Association. Upon such vote and passage of a Club resolution by the indicated such super majority of the Board, the objections of the ~~A.R.B./Association or A.R.B.~~ shall be considered moot, and no further submissions will be required for the proposed such Club

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Changes.

C. Annual expenditures as authorized and sanctioned by Club Members which that may be allocated and expended by the Club Board for effective maintenance of all Club facilities, as ~~that such expenditures'~~ amount may be amended from time to time, shall not be deemed expenditures on account of "Club Changes" for the purpose of paragraph B₂ above, and notice to the Association ~~/ or A.R.B. of such maintenance expenditures~~ shall not be required.

ARTICLE X

USE RESTRICTIONS

Section 1. Restrictions On Use of Parcels and Common Property.

A. Residential Use. All Parcels shall be used only as single family, private, residential dwellings and for no other purpose. No business or commercial building may be erected on any ~~Lot or Parcel.~~ Unless the Villa Patio property and Association's prior written approval has been obtained, no business may be conducted on any part thereof of a Parcel if such business entails occupancy by or visits from employees, clients, or other invitees of the business.

B. Occupancy of Parcels. Whenever any Parcel is owned or leased by a corporation, partnership, ~~or trust,~~ or other entity, the respective ~~agent~~ person in charge of the aforementioned ~~entity,~~ entity (i.e., president or chief executive officer, managing partner, or trustee, shall designate in writing, upon original application for approval to purchase, a particular ~~married couple or individual~~ who shall be entitled to use the Parcel and to exercise the rights of a Member hereunder. Only the designated ~~family or individual, their servants~~ this or her family, lessees approved by the Association, and his or her guests ~~may~~ shall be permitted to use the Parcel. The right of occupancy or use of a Parcel may not be transferred to another party, except through conveyance, transfer by operation of law, or lease of the Parcel, as approved by the Association Board in accordance with the terms set forth hereinbelow. ~~Notwithstanding any term in in this Declaration to and the contrary, a~~ Rules. A person or a corporation, partnership, trust, or other entity obtaining title to a Parcel is required to become a Club Member and to maintain ~~remain~~ remain a Membership Member In Good Standing in the Club, except as more fully set forth in this Declaration otherwise expressly provided in Article XIV, Section 1(B), or by the terms of a Builder Program. The family or individual designated by the corporation, partnership, trust or other entity which shall entity to occupy the Parcel shall execute a written covenant in favor of the Association whereby the designated individual or the

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~~members, on behalf of the family occupying himself/herself, his/her entity, and his/her permitted users/occupants of the Parcel, shall agree to comply with the terms and provisions of this Declaration, and the rules and regulations which may be promulgated from time to time by the Association, the Governing Documents. The written covenant shall contain an acknowledgment that the use and/or occupancy of the Parcel by the designated individual or the family and other permitted occupants and/or users shall continue only so long as the entity shall continue to be a Member of the In Good Standing or an Association and Club or approved lessee of such a Member of the Association and Club thereof. Upon demand by the Association to any of the aforementioned Parcel Owners Owner to remove any party given permission to use a Parcel an occupant or user from Stonebridge because of a failure of such party using the Parcel to comply with the terms and conditions of this Declaration or the rules Governing Documents or, if applicable, the terms and regulations conditions of the Association an agreement under a Builder Program, the Parcel Owner shall forthwith cause such party occupying the Parcel to be removed. In the event the Parcel by eviction or other means. If the Owner fails to remove the such party using the Parcel, the Association, as agent of the Parcel Owner, may take such action as it deems appropriate, including legal action against the Owner and/or the occupant or user, to accomplish the removal of such user and all party by eviction or other means. Any such action or defense thereof by the Association shall be at the Owner's cost and expense of, and upon demand the Parcel Owner, and it shall reimburse the Association therefor, upon demand, for such costs together with such attorneys' fees (including appellate attorneys' fees and costs), as the Association may incur in the removal and expenses, including the Association's Legal Costs.~~

C. Pets. Owners may only keep domesticated companion pets such as birds, ~~domesticated~~ cats, fish, dogs, and other small animals. The Board shall have the right, but not the obligation, to promulgate rules from time to time limiting the number and size of pets, including dogs and cats, ~~which that~~ may be kept on a Lot. No Owner may keep exotic cats, non-human primates, horses or other farm livestock, or zoo-type animals on the Property. Pets must be on a leash or carried when on Association Property or Common Property. Pets are not allowed on Club Property, ~~except if and to the extent required by applicable law.~~ It shall be the Owner's obligation to dispose of waste material from pets. ~~The Board of Directors of the Association shall have the right to order the permanent removal of any pet which in that the Board's sole discretion, is considered~~ Board deems a nuisance, and the same shall be done without compensation to the Owner. A pet not on a leash or a pet ~~which that~~ is dangerous or poses a risk of harm to any person, other pets, or property, shall be deemed a nuisance. ~~Failure to clean the A pet whose waste material from a pet is not disposed of by the Owner shall also be deemed a nuisance. If the Board requires a pet is deemed in the Board's sole discretion to to be a permanently removed as a nuisance, prior to the pet's removal the pet owner will be provided notice and the~~

opportunity for a hearing before being required to remove the pet on a permanent basis, which notice and hearing shall be before the Hearing Committee and shall be in the same manner as a hearing relative to the levying of fines. Notwithstanding the foregoing, no hearing shall be required if the nuisance pet is determined by the Board, in the Board's sole discretion, to be a danger or pose a risk of harm to any person, other pet, or property. In such event, the Board shall give written notice served to the pet owner, and the pet shall immediately thereafter be permanently removed from the Property.

D. Boats. Boat mooring facilities on any lake shall be limited only to those which that may be provided by the Association. No one other than the Association shall be permitted to install docks or similar structures or to keep or moor boats on the lakes. In no event shall motor powered boats be permitted, nor shall any boats be permitted to remain on any lawn or on Association Property, or Common Property adjacent to the lakes.

E. Recreational and Commercial Vehicles. Except within a building which that totally removes it from public view, no boats, recreational vehicles, trucks, commercial vehicles, or other motor vehicles, except four-wheel passenger automobiles, shall be placed, parked, or stored upon any Parcel nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Parcel. Notwithstanding the foregoing, service and delivery vehicles may park on a Parcel during regular business hours, as needed for providing services or deliveries to the Parcel. No vehicle of any kind shall be parked overnight on any Street unless prior approval is granted by the Association for temporary exigencies, such as driveway paving.

F. Temporary Structures. No structure or object of a temporary character such as, but not limited to, including house trailers, tents, shacks, sheds, pods, or temporary or accessory buildings or structures, shall be erected, kept, or maintained on the Property, Parcels or any part thereof.

G. Insurance. No Owner shall permit or suffer anything to be done or kept within his or her Parcel, or make any use of the Association Property or Common Property, which that will increase the rate of insurance on any portion of the Property.

H. Nuisances. No use or practice which that is either an annoyance to Owners or an interference with the peaceful possession and proper use of the Property by the Owners shall be allowed. No Owner shall commit or permit any nuisance or any immoral or illegal activity in or about the Property. For greater clarification By way of example, no Owner shall knowingly or willfully make or create any unnecessary, excessive, or offensive noise or disturbance which destroys that negatively impacts the peace, quiet, and/or comfort of the other Owners, or allow any such noise or disturbance to be made on his or her Parcel.

I. Outside Displays. No Owner shall cause anything to be affixed or attached to, hung, displayed, or placed on the exterior walls, fencing, doors, balconies, or windows of his or her Parcel, nor shall he or she place any furniture or equipment outside the Improvements on his or her Parcel, except with the prior written consent of the Association. This provision shall not prohibit the use of patio furniture within the confines of a patio appurtenant to a particular Parcel.

J. Antennae. No radio, television, or other electronic antennae or aerial used for satellite services and wireless signals that are larger than one (1) meter in diameter may be erected or maintained anywhere on the Association Property or the Common Property (unless installed by the Association), or on any Parcel/Lot or the exterior of any Dwelling, without the prior written approval of the A.R.B. Power or Wind-driven attic ventilators, over six (6) inches in height, shall not be visible from thea Dwelling's front elevation, No, a Street, or the golf course. Solar panels may be installed on Dwellings, except that the A.R.B. may determine the specific location where solar panels may be installed without permission from on the A.R.B. roof. Plumbing and heating vents protruding from roofs shall be painted so as to blend into the roofing color and shall be located, whenever possible, out of sight from thea Dwelling's front elevation. Electrically -powered ventilators may be used if the roof vents are low profile, blend in to into the roofing materials, and are not seen from thea Dwelling's front elevation, the Street, or the golf course.

K. Minimum Size of Dwelling. A single-story Dwelling or a split-level Dwelling which that is not a full two (2) stories shall have a minimum floor living area of 2,400 square feet; provided, however, that the A.R.B. shall have the right to require a greater minimum floor area if the A.R.B. disapproves the design of a residence Dwelling. A two (2) story Dwelling shall have a minimum of 2,200 square feet on the first floor. The second floor element of such Dwelling, whether fully walled or being of the balcony or loft type, shall contain not less than 750 square feet of living area. This square footage is exclusive of garages, covered walks, open and/or screened porches, decks or patios, and pool area areas. Square footage measurements shall be taken from inside exterior walls. This section shall not apply to the Villa-Patio Property.

L. Height of Dwelling. No Dwelling which that is more than two (2) stories or thirty feet (30') in height shall be erected, constructed, or maintained on any Lot. The height of thea Dwelling shall be measured from the finished first floor grade to the highest point of the roof. Chimney height may exceed the this limitation.

M. Foundation of Dwelling. All Dwellings shall be placed on a masonry foundation. The top of the masonry foundation slab shall be between twenty-four (24) and thirty-six (36) inches above the crown of the Street abutting the front of the Lot; provided, however, that this requirement may be modified with the prior written approval of the A.R.B.

N. Subdivision of Lots. No Lot shall be re-subdivided to form a Lot smaller than a platted Lot; provided, however, that a single Lot may be combined with all or a portion of another Lot to form a larger Lot, with the prior written approval of the A.R.B.

O. Elevation and Grade of Lots. No change in the elevation of any Lot shall be made, nor shall any fill be used to extend the Property Parcel beyond the Lot line, without the prior written consent of the A.R.B. No Lot abutting water shall be increased in size by filling in the water it abuts, without the prior written consent of the A.R.B. The grade at the Property property line separating two Lots shall not exceed twelve inches (12") above the crown of the Street upon which the Lots front. The slope of the grade perpendicular to such Property property line shall not exceed one-sixth (1/6).

P. Residence Graphics. The size and design for all signs, house numbering, outside lamp posts, mailboxes, and other such materials shall be selected by the A.R.B. and shall display continuity and conformity through throughout Stonebridge.

Q. Removal of Trees. No trees or palms of four (4) or more inches in diameter at two (2) feet above natural grade shall be cut or removed without approval of the A.R.B. Any tree or palm removal may be conditioned on the installation of landscaping as approved by the A.R.B., and tree or palm replacement shall be as required by Palm Beach County the County's Code. Further, the Association shall be held harmless relative to the removal of any tree as or palm approved by the A.R.B. should such removal, even with A.R.B. approval, result in a violation of the County's Code, which responsibility. Responsibility for curing the any code violation shall be the Owner's.

R. Access to Parcels. Whenever the Association is permitted or required by this Declaration to enter any Parcel for the purpose of correction, repair, cleaning, clearing, mowing, or any other required or permitted activity, such entrance shall not be deemed a trespass.

S. Setback Requirements. Except as to the Villa-Patio Property, the minimum Lot setback requirements are:

- (1) Twenty-five (25) feet front yard setback from the front property Lot line.

(2) In the case of corner Lots, the intersecting setback shall also be thirty (30) feet from the ~~property~~Lot line along the intersecting ~~street~~Street unless otherwise approved by the A.R.B.

(3) Rear yard setback shall be fifteen (15) feet and shall be directly opposite the front yard. The rear yard setback for a screened pool enclosure shall be ten and one half (10-1/2) feet. No Lot shall be required to have more than one (1) rear setback.

(4) The remaining setbacks (other than front yard or rear yard setbacks) shall be not less than seven and one half (7-1/2) feet each.

(5) With respect to corner Lots, the Lot line opposite the Lot line upon which the ~~residence~~Dwelling fronts shall be deemed to be rear Lot line and the setback restrictions for the rear Lot lines shall apply. ~~Further the~~The setback from the side Lot line of a corner Lot shall be twenty-five (25) feet.

(6) No structure of any kind, including fences in excess of four (4) feet high, shall be permitted in any building setback area, or on a ~~property~~Lot line except that air conditioning equipment, water softeners, sprinkler controls, and other similar utilitarian ~~device~~devices are permitted provided they do not extend more than four (4) feet into the setback area and provided they are properly screened from view in a manner approved the A.R.B.

T. Artificial Vegetation. No artificial grass, plant, or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot without the prior written approval of the A.R.B.

U. Garages. No Dwelling shall be erected without providing an ~~enclosure~~enclosed garage attached to the Dwelling. Garages for single-family ~~dwellings~~Dwellings shall be of sufficient size for not less than two (2) automobiles. The garage size for Villa-Patio Units shall be determined by the A.R.B. No open carports shall be constructed or maintained. All garages must be equipped with electric door openers, ~~which~~. These garage doors and their openers must be maintained in good repair. Garage doors shall be kept closed at all times, except as necessary for garage ingress and egress ~~into and out of the garage.~~

V. Driveway. All driveways and parking areas shall have textured or featured paving or pavers constructed with materials approved by the A.R.B. Painted driveway colors must be approved by the A.R.B. Driveways may connect to Streets at ~~only~~no more than two (2) points, and such connections shall blend into the Street pavement. No curbside parking areas may be created by extending any portions of Street pavement.

W. Lawns, Landscaping, and Irrigation.

(1) ~~All lawns in front of all Lots shall extend to the pavement line. No gravel or blacktop~~(1) All completed Dwellings shall be surrounded by uniformly green, luxuriant,

and well-kept lawns. The Owner shall be responsible for the lawn areas on all sides of his or her Dwelling, including the lawn in front of the Lot to the abutting Street pavement line, the swale areas adjacent to his or her Lot that are included in easements or rights-of-way, and lake-fronting areas that abut the Lot. These areas shall be completely sodded with grass. No gravel, blacktop, or paved parking strips are to be allowed on any Lot except as approved on the original plans and specifications for the Dwelling, or as subsequently approved in writing by the A.R.B. Upon the completion of any Dwelling, the lawn area on all sides of such Dwelling shall be completely sodded with grass, including swale areas adjacent to a Lot which may be included in dedicated easements or rights-of-way, it being the intent that all completed Dwellings shall be surrounded by a uniform green, luxuriant and well-kept lawn. No alteration to completed landscaping may be made without the A.R.B.'s prior written approval by the A.R.B.

(2) Upon the sodding completion of a Lot, Dwelling or any other construction or landscaping work on a Parcel, all lawn areas for which the Owner is responsible shall be sodded. Thereafter the lawn areas shall be regularly fertilized and treated for pests and weeds as needed so as to maintain a uniformly green, luxuriant, and well-kept lawn at all times. Grass growth shall not exceed a maximum of four inches (4") above the ground at any time and all trees, palms, and shrubbery shall be appropriately pruned and trimmed as needed.

(3) If a central irrigation system is installed in Stonebridge, each Owner shall be required to hook up with the central irrigation system and pay its his or her pro rata share of the monthly costs of the operation of that system. If there is not a central irrigation system, then in that case, each Owner shall install an automated irrigation system shall be required to be installed at the time of construction of his or her Dwelling, which. Such irrigation system shall be maintained and modified as necessary to remain adequate to service all designed landscape elements, and and all lawn areas for which the Owner is responsible. The system shall have a source of water acceptable to the A.R.B. The source of water shall be free of elements which that cause discoloration and may, in the sole discretion of the A.R.B., be required to include a filtration system. An Owner may not take water from the lakes or canals for irrigation or any other purpose.

X. Signs. No signs, advertisement, or notices of any kind shall be displayed to the public view on any Lot; provided, however, that each an Owner may display one (1) professionally designed and prepared "Open House" sign of not more than three (3) square feet, stating only the words "open Open House" along with the name of the real estate corporation and their its logo, for the purchase sale or resale of a dwelling Parcel. Except as allowed by Statute statute, no other type of sign, notice, or advertising is permissible for the purpose of sale or resale of a dwelling Parcel. The "Open House" sign may be displayed to the public view for one (1) day only in a seven (7) day period.

Y. Easements. With the exception only of Improvements –originally installed, no Dwelling or other Improvement, nor any tree, palm, bush, shrub, or landscaping of any kind shall be built or maintained upon any easement or right-of-way and said. Said easements and rights-of-way shall at all times be open and accessible to the persons entitled to the use thereof. Notwithstanding the foregoing existence of said easements, landscaping approved by the A.R.B. shall be maintained by each Owner in front of each Parcel to the front line of such Parcel and in the rear of each Parcel Lot, to the rear line of such Parcel Lot, and on swale and lake-fronting areas abutting the Parcel.

Z. Maintenance of Parcels. All Parcels shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate or, nor any fire or safety hazard allowed to exist, on Parcels by their respective Owners. All Parcels, and all swale and lake-fronting areas abutting the Parcels, whether or not such swale or lake-fronting areas are a part of the Parcel Parcels, shall be mowed and edged, and kept free of debris and vegetation (including weeds, underbrush, debris that may impede storm water drainage, and/or unsightly growth.) by the Parcels' respective Owners. The exterior of the structure a Dwelling, including but not limited to, the roof, sidewalk sidewalks, driveways, fixtures, doors and windows, and other Improvements on the Parcel, shall be kept in a clean, mildew, and dirt-free condition acceptable to the A.R.B. In the event if an Owner fails to maintain his or her Parcel and abutting swale and lake-fronting areas as aforesaid, the Association shall have the right, in its discretion, to perform such maintenance on behalf of the Owner, including but not limited to the right to mow, burn, or clear any weed grass, underbrush, or unsightly debris and/or growths from any Parcel and abutting swale and lake-fronting areas deemed by the Association to be a safety, health menace, or fire hazard or a detraction from the aesthetic appearance of Stonebridge; provided, however, that at least ten (10) days three (3) days' prior notice shall be given by the Association to the Owner of such Parcel before such work is done by the Association. In the event if the Association, after such notice, causes the subject work to be done, then, and in that event the costs of such work, together with interest thereon at the maximum rate permitted by the usury laws of the State of Florida, plus an Association administration fee in such amount as may be established by the Board from time to time shall be charged to the Owner as an Assessment and shall become a lien on the subject Parcel, which. Such lien shall be effective, have priority, and be enforced pursuant to the procedure set forth in Article VI, Section 7 of this Declaration.

AA. Refuse Containers and Storage Tanks. No Parcel shall be used or maintained as a dumping ground for rubbish. Trash, garbage, and other waste shall be kept in sanitary, rigid refuse containers, which. Such containers shall be placed underground or in a walled-in area, so they are not visible from the Street or from adjoining Parcels. All oil tanks or bottle gas tanks must be kept underground or placed in a walled-in area, so they

shall not be visible from the Street or from adjoining Parcels. Trash, refuse, or waste materials shall not be burned on any Parcel.

BB. Walls and Hedges. No boundary wall or fence having a height of more than four (4) feet shall be built or maintained on any Parcel within the thirty (30) foot front setback, within the fifteen (15) foot rear setback, or within ten (10) feet of any side Lot line. Hedges shall not exceed a height of ~~seven (7) feet,~~ eight (8) feet, except along a Parcel's front setback, where hedges shall not exceed a height of four (4) feet. No side of any wall, fence, or hedge shall be maintained in such a manner as to be unsightly. Chain link fences shall not be erected or maintained at any time upon any Parcel (except that such fences may be temporarily permitted during construction of Improvements on a Parcel, provided that such fences are immediately removed at the Owner's expense upon completion of such construction).

CC. Storage Facilities, Tool Sheds, Garden Houses, and Garages. All storage facilities, tool sheds, garden houses, garages, and other similar Improvements approved by the A.R.B. shall be attached to the Dwelling so that such Improvements and the Dwelling constitute a single structure.

DD. Pools, Lighting, and Recreational Use of Lots. Any swimming pool to be constructed on any Lot ~~or on the Villa Patio Property~~ shall be subject to the requirements of the A.R.B. ~~which~~ These requirements include, but are not limited to, the following:

(1) Composition shall be of material thoroughly tested and accepted by the industry for such construction.

(2) Swimming pools, pool decks, and patio and terrace slabs may not extend into the minimum front yard and side yard setbacks. The rear yard setback for the pool edge coping of an open swimming pool shall be ten and one half (10 ½) feet. The rear yard setback for patio and terrace slabs and wooden pool decks shall be five and one-half (5 ½) feet.

(3) Swimming pools shall not be constructed or erected above ground.

(4) Lighting for landscape, pool, recreation, and security purposes shall be designed so as to not be an annoyance to the surrounding ~~residences~~ Dwellings. Time clock controls may be used. Each Lot is required to have a lamp post in the front yard as approved by the A.R.B. The lamp post must be controlled by a light sensitive switch and shall conform to light intensity requirements of the A.R.B. All lighting plans must be submitted to and approved by the A.R.B.

(5) If one (1) Owner elects to purchase two (2) adjoining Lots and use one (1) for recreation purposes, the Lot used for recreation purposes must be adequately screened from public view by landscaping and/or walls and fences on ~~both the front, rear, and sides~~ as required by the A.R.B. ~~It shall be the intent of the A.R.B. to screen any~~

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such use from the public view.

EE. Roofs. The following roof styles and material shall not be permitted: asphalt composition shingles; fiber glass panels; tin sheeting; any material that is other than ~~earthtone, earth-tone~~ (excepting solar panels), unless approved by the A.R.B. All roof colors must be approved by the A.R.B. The minimum roof pitch generally required for each Dwelling shall be not less than six (6) feet of height for each twelve (12) feet of extension, commonly known as "6:12 pitch". Exceptions to these requirements may be granted by the A.R.B. for designs found by the A.R.B. to be of exceptional merit.

FF. Utilities. The central water and sewage system servicing the Property shall be used by all Owners. Each Owner shall connect his or her water line to the water distribution main serving his or her Parcel and his or her sewer line to the sewage collection line serving his said Parcel and shall pay all connection charges. Each Owner shall maintain and repair his or her water and sewer lines up to the point of delivery and collection. Subject to Article X, Section 1, subparagraph W-(3), no individual water supply system shall be permitted except for irrigation purposes. No water shall be obtained from any lake, canal, or water body. No septic tank or drain field shall be allowed on any Lot ~~of~~ the Villa Patio Property.

GG. Security System and Cable Television Bulk Services Requirements. The Association has the exclusive option to install a central security system. If such system is installed, each Dwelling constructed in Stonebridge Golf and Country Club of Boca Raton shall be required to prewire for the central security system and to tie in when the central system is operational. Each Owner shall pay a monthly pro rata share for the cost ~~of~~ the central security system. Additionally, the Association shall have the right to enter into contracts for the exclusive provision of ~~cable television (CATV) service, Internet, or other telecommunication services ("Bulk"),~~ Services to the Property upon such terms as the Association Board shall deem, ~~in its sole discretion,~~ to be in the best interest of the Association and all Owners within the Property. ~~The agreement shall provide that~~ Subscription to such Bulk services ~~Services~~ shall be mandatory, except as prohibited by law, for all Owners within the ~~properties.~~ Property.

HH. Optional Security System, and Bulk Services. It is not the intent of the ~~A.R.B. Association~~ to limit the security systems or Bulk Services within the ~~Dwellings of Stonebridge Golf and Country Club of Boca Raton~~ to the basic security system, and basic Bulk Services supplied through the Association.

II. Bicycles. Bicycles shall be stored only within each Parcel. If bicycles are left on ~~the~~ Association Property or Common Property, they may be impounded by the Association,

and shall be released to the Owner only upon payment of an administrative and storage fee established by the Association.

JJ. House Guests. ~~An~~The Association may establish the requirement that an Owner may not have register all house guests unless such house guests have registered with the security guard at the entrance to Stonebridge Golf and Country Club of Boca Raton and the Owner has advised and advise the Association of the names of the house guests and the duration of the stay. House guests may not occupy a ~~home~~Dwelling without the presence of the ~~owner~~Owner of record unless a waiver is specifically applied for ~~to the Association and is granted, in writing, to the Owner by the Board, in writing and in advance.~~ Failure to obtain such ~~approval as required~~waiver may result in the "house guest" being denied entry to the ~~community~~Stonebridge and ~~or use of any of the facilities.~~ Owners shall be accountable for the behavior of their house guests. Association Property and Common Property.

KK. Additional Protective Covenants. Any contract or deed for any Parcel may include additional protective ~~covenants~~ and restrictions not inconsistent with those contained herein.

LL. Rules and Regulations. No person shall use the Common Property ~~or~~ the Association Property, or any Parcel, in any manner contrary to, or not in accordance with, this Declaration or the rules and regulations (including Traffic Regulations) which Rules that may be promulgated by the ~~Association~~Board or the A.R.B., as amended from time to time.

MM. Indemnification. Any loss or damage, including Legal Costs, incurred by the Association ~~by~~ as a result of a breach of any restriction herein contained in this Declaration shall be reimbursed by the responsible Owner. The Association may obtain recovery against such Owner in the same manner as the ~~collectable and enforceable~~ Assessments.

NN. Density for Villa-Patio Property. Density for Villa-Patio Property shall be consistent with the requirements of the County, Florida Comprehensive Plan and Zoning Code, as it may be amended from time to time, and Zoning petition No. 83-107, dated September 29, 1983, as it may be modified from time to time.

~~NN. —~~Enforcement of Restrictions. The Association, through its Board of Directors, officers and the A.R.B., shall have the authority to enforce those restrictions imposed under this Article X, and failure to do so shall not be deemed a waiver of the right of enforcement.

OO. Maintenance of Villa-Patio Property. All Members owning a Villa-Patio Unit shall also be members of a neighborhood association. All Assessments ~~o~~levied by the

Association shall be billed to and collected by the neighborhood association. The neighborhood association shall be responsible for the maintenance and upkeep of all Common Areas of the Villa-Patio Property, which ~~Said maintenance and upkeep shall be in accordance with the standards set forth in this Article XI Declaration and as promulgated by in the A.R.B. Rules.~~ If the neighborhood association fails to so maintain the Common Areas of the Villa-Patio Property, the Association shall be entitled to enter upon the Villa-Patio Property, perform or cause to be performed the required maintenance, and assess the members of the neighborhood association an individual assessment Individual Assessment for ~~the~~ each such member's pro rata share of the expenses incurred.

PP. ~~Homeowners~~ Owners' Responsibility for Actions of Others. Owners shall be responsible for the actions of their families, guests, tenants, invitees, as well as any lessees, contractors, Homeowners, and other invitees. Owners are responsible to engage only contractors who are fully licensed and insured, ~~which where~~ required by applicable includes law, including Workman's Compensation insurance. Contractors who are not properly licensed and insured may be prohibited ~~from~~ access to the community Stonebridge by the Association.

QQ. Airbnb, Garage Sales, and Other Prohibited Uses. An Owner shall not allow all or part of his or her Dwelling to be used or occupied by third parties, unrelated to the Owner, who pay for short-term use or occupancy of all or part of the Dwelling. Owners shall not list or permit the listing of all or part of their Dwellings on electronic sites or via other media, such as Airbnb, in order to offer their Dwellings for such impermissible uses or occupancy. Garage sales and similar vending activities may not be conducted on Parcels. The Board shall have discretion to determine if these use restrictions are being or have been violated.

Section 2. Restrictions ofon Use of Nursery-Maintenance Area of Development Plan. The area designated on Exhibit "B" for Nursery-Maintenance shall be used for nursery-maintenance and landscaping purposes accessory to Stonebridge, including ~~but not limited to~~ the growing of landscape material, maintenance uses accessory to Stonebridge Golf and Country the Club of Boca Raton (which include, but shall not be limited to, golf course uses and maintenance buildings), and any other uses consistent with Palm Beach County the County's Resolution No. 84-63 approving zoning Petition No. 83-107, as it may be amended, modified, or repealed from time to time, or any other use authorized by the Palm Beach County County's Zoning code Code. This Section may only be amended with the approval of ~~Palm Beach~~ the County.

ARTICLE XI

STONEBRIDGE GOLF AND COUNTRY CLUB OF BOCA RATON PROPERTY OWNERS'
ASSOCIATION, INC.

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**INDEMNIFICATION OF OFFICERS, DIRECTORS
AND MEMBERS OF THE A.R.B., AND COMMITTEE MEMBERS**

~~Every officer of the Association, or~~ Every officer of the Association, or director of the Association ~~and~~ and ~~member of the A.R.B., and committee member~~ shall be indemnified by the Association against all expenses and liability, including ~~attorneys' fees~~ Legal Costs, reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party or in which he or she may become involved by reason of his or her being or having been such an officer, director, or member, whether or not he or she is such an officer, director, or member at the time such expenses are incurred, except in such cases wherein the officer, director, or member is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties, ~~provided that, in~~ For the event of any claim for reimbursement or foregoing indemnification hereunder based upon a to apply, the Board must approve the settlement by or reimbursement of the officer, director, or member seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the Association's best interest of the Association. The foregoing ~~right of indemnification~~ shall be in addition to and ~~not~~ not exclusive of all other rights to which such officer, director, or member may be entitled.

ARTICLE XII

INSURANCE

Insurance, other than title insurance, that shall be carried on the Common Property and the Association Property shall be governed by the following provisions.

Section 1. Authority to Purchase; Named Insured. ~~All~~ The Association is authorized to purchase insurance policies upon the Common Property and the Association Property ~~shall be purchased by the Association and shall be placed in a single agency or company, if possible.~~ The named insured shall be the Association.

Section 2. Coverage.

A. Casualty Insurance. ~~All buildings~~ Buildings and insurable improvements on the Common Property and the Association Property ~~shall~~ may be insured for fire and extended coverage perils, excluding foundation and excavation costs ~~at their maximum insurable replacement value,~~ and all personal property owned by the Association ~~shall~~ may be insured for its full insurable value, ~~all in such amounts and with such coverages and exclusions as determined annually by the Board of Directors of the Association from time~~

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to time.

B. Public Liability Insurance. The Association ~~shall~~may obtain public liability and property damage insurance covering all of the Common Property and the Association Property and insuring the Association and the Members as their interest appear, in such amounts and providing such coverage as the Board of Directors of the Association may determine from time to time, provided, that the minimum amount of coverage shall be \$500,000 each person, and \$2,000,000 each incident. The liability insurance ~~shall~~may include, ~~but not be limited to,~~ hired and non-owned automobile coverage.

C. Workmen's/Workers' Compensation Insurance. The Association shall obtain ~~Workmen's~~such Workers' Compensation Insurance in order ~~insurance as necessary to~~ meet the requirements of law, ~~as necessary.~~

D. Flood Insurance. The Association shall obtain such flood insurance as necessary to meet the requirements of federal, state, or local law, or any regulation enacted pursuant to federal, state, or local law, ~~as necessary.~~

E. Other Insurance. The ~~Board of Directors of the Association~~ shall obtain such fidelity insurance as is required by applicable law and may obtain such other insurance as ~~they~~the Board shall determine from time to time to be desirable.

F. Subrogation Waiver. If available, the Association ~~shall~~may obtain policies ~~which~~that provide that the insurer waives its right to subrogation as to any claim against Members, the Association, and their respective ~~servants~~employees, agents, and guests.

Section 3. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out any of the provisions of this ~~Section~~Article shall be assessed against and collected from Members as part of the General Assessments.

Section 4. Association's Power to To Compromise Claim/Claims. The Board of Directors of the Association is hereby irrevocably appointed agent for each Member and for each ~~Owner~~owner of a mortgage or other lien, for the purpose of compromising and settling all claims arising under insurance policies purchased by the Association, and ~~to execute for~~ executing and deliver/delivering releases therefor on behalf each such Member or owner upon payment of such claims.

ARTICLE XIII

STONEBRIDGE GOLF AND COUNTRY CLUB OF BOCA RATON PROPERTY OWNERS'
ASSOCIATION, INC.,

DECLARATION OF COVENANTS AND RESTRICTIONS

RECONSTRUCTION OR REPAIR AFTER CASUALTY

Section 1. Determination to Reconstruct or Repair. If any part of the Common Property or the Association Property shall be damaged by casualty, the decision of whether or not it shall be reconstructed or repaired shall be determined in the following manner:

A. Common Property. If the damaged ~~improvement property is part of the~~ Common Property, the damaged property shall be reconstructed or repaired unless ~~it is determined the Members determine, by the Members majority of Members present in person or by proxy at a duly called meeting of the Association Members,~~ that it shall not be reconstructed or repaired.

B. Association Property. If the damaged property is Association Property, the Board ~~of Directors of the Association shall determine whether the damaged property shall be reconstructed, razed, replaced, or repaired.~~

Section 2. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original buildings; ~~or if not then according to plans and specifications approved by the Board of Directors of the Association and/or the A.R.B.~~

Section 3. Estimates of Cost. Immediately after a determination is made to rebuild, replace, raze, or repair damage to property for which the Association has the responsibility of reconstruction, replacement, or repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild, replace, or repair. Such costs may include professional fees and premiums for such bonds as ~~the Board of Directors~~ requires.

Section 4. Special Assessments. The amount by which an award of insurance proceeds is reduced on account of a deductible clause in an insurance policy shall be assessed equally against all Members. If the proceeds of such Assessments and of the insurance are not sufficient to defray the estimated costs of reconstruction, replacement, and repair by the Association, or if at any time during reconstruction, replacement, and repair, or upon completion of reconstruction and repair thereof, the funds for the payment of the costs of reconstruction, replacement, and repair are insufficient, Special Assessments shall be made against the Members in sufficient amounts to provide funds for the payment of such costs.

Section 5. Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction, replacement, and repair shall be from insurance proceeds. If

there is a balance in a construction fund after payment of all costs of the reconstruction, replacement, and repair for which the fund is established, such balance shall, at the discretion of the Board of Directors, be distributed equally to the Members or applied as an offset to future Assessments. _____

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ASSOCIATION, INC.

DECLARATION OF COVENANTS AND RESTRICTIONS

Section 6. Equitable Relief. ~~In the event of~~ major damage to or destruction of part of the Common Property or the Association Property occurs and ~~in the event the property~~ it is not repaired, reconstructed, replaced, or rebuilt within a reasonable period of time, any Member shall have the right to file a petition for equitable relief in the appropriate court having jurisdiction in and for ~~Palm Beach~~ the County, Florida, for equitable relief.

ARTICLE XIV

SALE, RENTAL, OR OTHER ALIENATION OF DWELLING HOMES/PARCELS

 In order to maintain a community of congenial residents who are financially responsible and, thus, protect the value of the Parcels, the transfer of a Parcel by any ~~member~~ Member shall be subject to the following provisions, which provisions each ~~member~~ Member covenants to observe:

Section 1. Transfer Subject to Approval.

A. Sale or Lease. No Owner may dispose of any Parcel or any interest in a Parcel by sale or lease without written approval of the Association, including the Association's approval of the prospective purchaser and issuance of a certificate of approval pursuant to Sections 2 and 3 of this Article XIV. No Owner may dispose of any Parcel or any interest in a Parcel by sale without written certification from the Club Owner that the Owner's purchaser has applied to the Club Owner to become a Club Member and has satisfied all prerequisites to become a Club Member in good standing of, except as the Club. Each may modify such prerequisites pursuant to a Builder Program. A Parcel ~~may~~ shall not be leased only during the first twelve (12) months after purchase without prior written approval of the Association. A Parcel shall not be leased more than one (1) time during each calendar year, and each lease shall be for a term of not less than three (3) months or more than one (1) year, except with the prior written approval of the Association. No lease may be for a term of more than one (1) year. Only entire Parcels may be transferred by a lease. A Member must be In Good Standing with the Association and the Club in order to be approved to lease a Parcel. The transfer of a Parcel by a lease must be approved by the Association prior to execution of the lease agreement. The Association may require releasing Owner to shall use a standard the lease agreement addendum provided by the Association and/or a. The Association-required lease addendum which must be executed by the Owner and lessee and attached to any lease agreement as a condition of the Association's approval. The Board reserves the right to promulgate additional rules

STONEBRIDGE GOLF AND COUNTRY CLUB OF BOCA RATON PROPERTY OWNERS'
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and regulations in regards to the Sale or Lease of a Parcel.

B. Membership in Club. A person or a corporation, partnership, trust, or other entity obtaining title to a Parcel is required, as a condition of ownership in Stonebridge, to become a Club Member, except as the Club Owner may modify such requirement pursuant to a Builder Program or as otherwise provided in this Declaration, and is further required to maintain said Membership in good standing, remain a Club Member In Good Standing at all times during the period of Ownership. ~~Notwithstanding anything in this Declaration, anyone other than the Record Owner's children, parents, grandchildren, and grandparents, all of whom were designated as family members at the time of the original application for purchase, shall be considered a guest, and subject to rules and regulations relative to guests pursuant to the Association documents. A Club Member is defined as set forth in the Club governing documents, as said Club governing documents may be amended from time to time.~~ ownership.

Parcel

Owners of record, as evidenced by deeds recorded in the County's public records of Palm Beach County, Florida, who are not Club Members as of March 13, 1998, are not required to become Club Members. However, when such Owners, who are not members of Club Members, convey, devise, or otherwise transfer their Parcels, the grantees, devisees, or transferees of said Parcels, as a condition of Parcel ownership in Stonebridge, shall be required to become Club Members.

C. Gift. If any Parcel Owner shall acquire title to a Parcel by gift, the continuance of the ownership of the Parcel shall be subject to the approval of the Association and subject to satisfaction of the requirements therefor, including compliance with Article XIV, Section 1(B) hereof.

D. Devise or Inheritance. If any ~~Parcel~~ Owner shall acquire title by devise or inheritance, the continuance of ownership of the Parcel shall be subject to approval of the Association, and subject to satisfaction of the requirements therefor, including compliance with Article XIV, Section 1(B) hereof, provided; however, that, Notwithstanding the foregoing sentence, any spouse, or minor children ~~then~~ residing in the Dwelling, at the time of the Owner's death, or any natural person who is the co-tenant of a deceased the Owner at the time of the Owner's death shall be deemed automatically approved, and such surviving spouse or, minor children then residing in the Dwelling, or any co-tenant to a Parcel of a deceased Owner, shall not be required to become a Club Member, if the deceased Owner was not required to become a member of Club Club Member by virtue of Article XIV, Section 1(B) hereof.

E

~~E. Other Transfers. If any Owner shall acquire title to a Parcel, or otherwise~~

STONEBRIDGE GOLF AND COUNTRY CLUB OF BOCA RATON PROPERTY OWNERS'
ASSOCIATION, INC.

DECLARATION OF COVENANTS AND RESTRICTIONS

~~occupy a Parcel, by any manner not mentioned in the foregoing subsections, the continuance of ownership and occupancy of the Parcel shall be subject to approval of the Association and subject to compliance with Article XIV, Section 1(B) hereof.~~

F. Corporation, Partnerships, and Trusts. Changes of beneficial ownership of a Parcel through sale, gift, devise ~~or~~ inheritance ~~or other~~ transfer of stock in a corporation, or transfer of an interest in a partnership or trust shall constitute a transfer, and occupancy and continuance of ownership of the Parcel shall be subject to approval of the Association and subject to satisfaction of the requirements therefor, including compliance with Article XIV, Section 1(B) hereof.

F. Other Transfers. If any Owner shall acquire title to a Parcel or otherwise occupy a Parcel by any manner not mentioned in the foregoing subsections, the continuance of ownership and/or occupancy of the Parcel shall be subject to approval of the Association and satisfaction of the requirements therefor, including compliance with Article XIV, Section 1(B) hereof.

G. Application FormForms and Fee. All applications for approval of sale, rental, gift, alienation, or other transfer of Parcels shall be submitted to Association on the form(s) prescribed by the Association. A processing fee in an amount determined by the Board, but not to exceed the highest rate allowed to be charged by law, may be charged to the transferor of the Parcel, which fee shall accompany the application. This fee may be increased or decreased at any time, in the discretion of the Association. The Club Owner shall establish its own application documents and fees, ~~if any.~~

Section 2. Approval by the Association. The approval of the Association that is required for the transfer of ownership of a Parcel and ~~its~~ the Association's powers and duties hereunder, except as specifically reserved to the Board of Directors, may be delegated to a committee consisting of no less than three (3) Board members. As used in this Section 2 and in Section 3 Article XIV, wherever the ~~term~~ terms "Association" is ~~or~~ "Board" are used, it is deemed to include the words "or its delegated committee". The required approval shall be obtained in the following manner:

A. Sale or Lease. An Owner intending to make a ~~bonafide~~ bona fide sale or lease of his or her Parcel, or any interest in it, shall submit a ~~written application(s)~~ written application(s) to the Association and the Club Owner using the forms adopted by the Association and Club ~~which~~ Owner. The application(s) shall contain the name and address of the intended purchaser or lessee and such other information concerning the intended purchaser or lessee as the Association and the Club Owner may reasonably require. The application to the Association, including a current financial statement of the intended purchaser or

lessee in such form as the Association may prescribe from time to time shall be submitted together with an executed copy of the proposed sales contract or, in the case of a lease, an unexecuted copy of the lease agreement. The applicant(s) and related The Association may require additional documents are subject to and information for such purposes as establishing the intended purchaser or lessee's income, credit history, nature and composition of the entity, etc. The intended purchaser or lessee is subject to a personal interview and approval the documents comprising his/her application are subject to review by the Association prior to the Association's decision whether to grant approval. If the intended purchaser or lessee has not satisfied the Association's requirements for approval within forty-five (45) days of initial application, the Association may deem the application withdrawn. No purchase or sale shall be effective unless the intended purchaser has complied with Article XIV, Section 1(B) hereof and any rules or regulations promulgated by the Board hereto and satisfied the other requirements for approval contained in this Declaration.

B. Gift; Devise or Inheritance; or Other Transfers. An Owner who has obtained title to a Parcel by gift, devise or, inheritance, or by in any other manner not previously mentioned, addressed in Section 2(A) of this Article shall make application to the Association and the Club Owner in the same manner as applicable to a sale of a Parcel. Any transfer of title shall not be effective until the transferee has complied satisfied the requirements for approval contained in this Declaration, including compliance with Article XIV, Section 1-(B) hereof.

C. Failure to Make Application and Obtain Written Approval. If the Association determines that an unauthorized owner, lessee, or other occupant of a Parcel has failed to make application for approval, has failed to obtain the Association's written approval, or has failed to comply with Article XIV, Section 1(B) hereof, then any attempted transfer of ownership or possession shall be null and void and shall not be effective to transfer title or, ownership, or possession of a Parcel. The Association may deny the unauthorized owner, lessee, or occupant of a Parcel the use of any facilities located on Association Property or Common Property; and may evict and take such other action at law and/or equity to divest the unauthorized owner, lessee, or occupant of record title and/or possession of the Parcel.

Section 3. Certificates of Approval. Certificates of approval shall be given in the following manner:

A. Sale or Lease. If the proposed transaction is a sale, then within thirty (30) days after receipt and completion of all application materials, substantiating documents, and personal interviews as may be required by the Association, including but not limited to,

written certification from the Club Owner that the proposed transferee has satisfied all requirements for becoming a Club Member, the Association must either approve or disapprove the proposed transaction. If the proposed transaction is a lease, then, within fourteen (14) days after receipt ~~of such notice and information~~ completion of the application materials, substantiating documents, and personal interviews as may be required by the Association, the Association must either approve or disapprove the proposed transaction. If approved, ~~the Board of Directors shall cause a Certificate of Approval to~~ shall be executed by any officer of Association.

B. Gift, Devise or Inheritance, or Other Transfers. If the Owner making application has acquired title by gift, ~~devise or inheritance~~, or in any other manner not addressed in Section 3(A) of this Article, then, within thirty (30) days after receipt and completion of the application materials, substantiating documentation, and personal interviews as may be required by the Association, including ~~but not limited to~~, written certification from the Club Owner that the proposed transferee has satisfied all requirements to become a Club Member, ~~the Association must either approve or disapprove the continuance of ownership of that Parcel; provided, however, that any spouse or minor children then residing in the Dwelling, or any co-tenant of a deceased Owner shall be deemed automatically approved. If approved, Board of Directors shall cause a Certificate of Approval to~~ shall be executed by any officer of Association.

Section 4. Mortgages. Each Owner must advise the Association of any mortgages or changes to any mortgages on his or her Parcel within fourteen (14) days of such mortgage or change and provide the Association with the correct loan number, and the mortgagee's name and address of the mortgagee, and other contact information.

Section 5. Association's Right of First Refusal. If the Association or its designated committee denies an application for transfer of a Parcel, the transfer shall not be made, and any transfer made without written approval of the Association shall be null and void and shall not convey or transfer any interest in the Parcel. ~~In addition~~ If an application for transfer of a Parcel is denied, the Association shall have the right, but not the obligation, (a) of first refusal to purchase the Parcel, or (b) to obtain a substitute purchaser for the Parcel in accordance with the terms of the proposed purchase and sale agreement. In the case of a gift, devise or inheritance, or other transfer where there is no proposed purchase and sale agreement, this right, but not the obligation, (i) of first refusal or (ii) to find a substitute purchaser for the Parcel shall be exercised upon terms negotiated between the Association and the transferor; in such event and if, if such terms cannot be negotiated within thirty (30) days of the denial of such transfer application, the purchase price shall be determined pursuant to arbitration conducted in accordance with the existing rules-Commercial Rules of the American Arbitration Association-A or such other

rules as the Association may select, and a judgment of specific performance of the sale may be entered in any court of competent jurisdiction. The expense of the Arbitration shall be equally shared by the transferor and the Association. The Association's right of first refusal or to find a substitute purchaser shall be exercised, if at all, within the aforesaid thirty (30) day approval period, and the closing of the sale to the Association or substitute purchaser shall occur as soon as reasonably practicable thereafter. Anything herein contained to the contrary notwithstanding, in no event shall the Association shall not be obligated to exercise its right of first refusal or to purchase any Parcel.

Section 6. Exceptions. An Institutional Mortgagee acquiring title to a Parcel as a result of foreclosing a mortgage on a Parcel or a deed in lieu of foreclosure, shall not be required to obtain approval from the Association prior to becoming an Owner. In addition, an Institutional Mortgagee holding a mortgage on a Parcel as of the Effective Date, and its successors and assigns, which mortgagee acquires title to a Parcel as a result of foreclosing a mortgage or a deed in lieu of foreclosure, whether such acquisition is before or after the Effective Date, shall not be required to become a Club Member. However, every Institutional Mortgagee that becomes a mortgagee after the Effective Date and which mortgagee acquires title to a Parcel as a result of foreclosing a mortgage on a Parcel or a deed in lieu of foreclosure shall be required to become a Club Member pursuant to the provisions of Article XIV, Section 1(B). The purchaser of a Parcel from such an Institutional Mortgagee, where such Institutional Mortgagee has acquired title to a Parcel as a result of foreclosing a mortgage on the Parcel or a deed in lieu of foreclosure, shall be required to obtain approval from the Association prior to becoming an Owner, and shall be subject to the requirement of becoming a Club Member and to compliance complying with Article XIV, Section 1(B) hereof. If the Association acquires title to a Parcel as a result of foreclosing a lien or deed in lieu of foreclosure or exercising its right of first refusal, the Association shall not be subject to the requirement of becoming a Club Member; provided, however, that the purchaser of a Parcel from the Association shall be subject to required to obtain approval from the Association prior to becoming an Owner, including the requirement of becoming a Club Member and complying with Article XIV, Section 1(B) hereof. A purchaser who acquires title to a Parcel at a duly advertised public sale conducted by the clerk of the court, sheriff, or countyCounty tax collector, with open bidding as provided by law (e.g. execution sale, foreclosure sale, judicial sale, or tax sale), shall not be required to obtain approval from the Association prior to becoming an Owner, but shall be subject thereafter to the Association's requirements for approval to become an Owner, including the requirement of becoming a Club Member and complying with Article XIV, Section 1(B) hereof.

Section 7. Right to Disapprove Sales and Leases and To Require Additional Security

from Purchasers. In addition to the Association's right to disapprove of sales or leases as otherwise provided herein, for reasonable grounds, the Association shall have the right to disapprove any sale or lease, where the Owner is delinquent in the payment of any and/or all assessments Assessments or other obligations owing to the Association, including regular assessments and special assessments, as well as any delinquency in the payment of any obligations owing to the Club dues. Further, as it relates to sales, if the prospective purchaser has a ~~beacon credit score~~ TransUnion FICO Risk Score Classic 04 below 724, or an equivalent score from any other proper credit reporting service used by the Association, or if the prospective purchaser does not have a TransUnion FICO Risk Score Classic 04 or its equivalent, then the Association, acting through the Board, has the authority, but not the obligation, to require (a) disapprove the sale or (b) approve the sale conditioned upon one (1) or more of the following requirements: that any purchase include the purchaser (i) pay a minimum of a twenty (20%) percent down payment for the Parcel; and/or additional (ii) maintain a minimum equity of twenty (20%) in the Parcel, based upon the Parcel's purchase price as stated in the prospective purchaser's purchase and sale agreement, for so long as he or she owns the Parcel and notify the Association if he or she decreases his or her equity below said twenty (20%) percent; and/or (iii) make prepayments to or deposits with the Association, including replenishing deposits, to be held in an non-interest-bearing account, in such amounts as determined by the Board.

Section 8. Transfer Void. Any sale, lease, gift,- devise, or other transfer not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved in writing by the Association, or its designated committee, upon compliance with Article XIV, Section 1(B) hereof.

Section 9. Capital Contribution. Upon the transfer of a Parcel to any person or entity, other than the Association, the transferee Owner shall pay to the Association a one-time, non-refundable sum equal to five thousand dollars (\$5000.00) as a Contribution to the Association. The amount of the Contribution may be modified once per calendar year by the unanimous consent of the Board at a duly called meeting. The preceding two sentences shall not apply to an Institutional Mortgagee, its successors and assigns, holding a mortgage on a Parcel as of the Effective Date, which mortgagee acquires title to said Parcel as a result of foreclosing a mortgage or obtaining a deed in lieu of foreclosure, whether such acquisition is before or after the Effective Date. However, an Institutional Mortgagee that becomes a mortgagee on a Parcel after the Effective Date, which mortgagee acquires title to a Parcel as a result of foreclosing the mortgage or obtaining a deed in lieu of foreclosure shall be required to pay said Contribution to the Association.

The Contribution shall not be considered an advance payment of Assessments. The Contribution shall be placed in a separate capital contribution account to provide the Association with funds for capital expenditures, uninsured losses, reserve expenditures, and/or shortfalls in the operating account resulting from uncollected Assessments and/or unanticipated expenses. The Contribution is in addition to the Association's Assessments and shall be collected in the same manner as an Assessment.

The Contribution shall not be payable in connection with the following transfers of a Parcel: (a) from one existing Owner to another existing Owner if, within a twelve (12) month period, the transferee Owner (i) acquires the Parcel as his/her personal residence and (ii) disposes of his/her Parcel currently used as his/ her personal residence; (b) by an Owner for bona fide estate planning purposes for the benefit of that Owner, his or her estate, or a family member, subject to the Board's discretion to investigate and determine the bona fides of such transfer; (c) pursuant to a valid divorce settlement decree; (d) pursuant to a will or the laws of descent and distribution; (e) as respects Institutional Mortgagees, as provided in the third sentence of the first paragraph of this Article XIV, Section 9; or (f) where the Board, in its discretion, has accepted the transferee Owner pursuant to a Builder Program.

Section 10. Reservation of Rights. The Board reserves the right to promulgate additional rules, regulations, standards and procedures, and to amend and/or repeal same in regard to the sale, lease, transfer, or other alienation of a Parcel.

ARTICLE XV

GENERAL PROVISIONS

STONEBRIDGE GOLF AND COUNTRY CLUB OF BOCA RATON PROPERTY OWNERS'
ASSOCIATION, INC.

DECLARATION OF COVENANTS AND RESTRICTIONS

Section 1. Duration and Remedies for Violation. The covenants and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable ~~to~~by the Association or the Owner of any Parcel subject to this Declaration and their respective legal representatives, heirs, successors, and assigns, for an initial term of fifty (50) years from the date this Declaration is recorded in the Public Records of Palm Beach County, Florida. The covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then Owners of a majority of the Parcels as have then been subjected to this Declaration, has been recorded, agreeing to change or terminate the covenants and restrictions in whole or in part. Violation or breach of any condition, covenant, or restriction herein contained shall give the Association a right of action before any court of competent jurisdiction, whether in law or in equity, to compel compliance with the terms of the ~~covenants~~condition, covenant, or restriction, and to prevent the violation or breach of any of them, ~~and the expense of such litigation.~~ The Legal Costs thereof shall be borne by the Member in violation, provided such proceeding results in finding that such Member was in violation of the covenants or restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by the Association in seeking such enforcement.condition, covenant, or restriction.

Section 2. Compliance with Applicable Laws. In addition to ~~these~~abiding by the restrictions and covenants contained in this Declaration, the Members shall abide by the laws, ordinances, rules, and regulations ~~of~~of the State of Florida and ~~Palm Beach~~the County.

Section 3. Notices.

Section 3. Enforcement of Restrictions. The Association, through its Board, officers, agents, and the A.R.B., shall have the authority to enforce the restrictions imposed by this Declaration and the other Governing Documents. However, failure to do so shall not be deemed a waiver of the Association's right of enforcement in any subsequent matter, whether or not similar.

Section 4. Notices. Any notice required to be delivered to any Member under the provisions of this Declaration shall be deemed to have been properly delivered when mailed, postpaid, to the last known address of the Member as it appears on the records of the Association ~~at the time of such mailing, or where required by statute, on the records of the County Property Appraiser, at the time of such mailing or when sent by email or other electronic means to the Member's email or other electronic address, provided the Member has consented in writing to the Association's use of such electronic means for delivery of notices to him or her.~~

Section 4.

Section 5. Severability. Invalidation of ~~anyone~~or any one of these covenants and

restrictions by judgment or court order shall in no way affect any other provisions covenants and restrictions, which covenants and restrictions shall remain in full force and effect.

Section 6. ~~Section 5.~~ Amendment.

A. This Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument evidencing approval by ~~Owners~~Members holding not less than a majority of votes cast at a meeting of the ~~members~~Members at which a quorum is present in attendance ~~in person or by proxy~~. The provisions of the Homeowners' Association Act, Chapter 720, Fla. Statutes, as presently existing or as it may be amended from time to time, including the definitions therein contained, are adopted and incorporated in this Declaration by express reference.

B. Any amendment to this Declaration ~~which that~~ would affect the surface water management system, including the ~~water management~~Water Management System portions of the Association Property, the Common Property, and the Club Property, must have the prior approval of the South Florida Water Management District ~~or~~, any successor agency having jurisdiction, or other appropriate governmental authority.

C. Any duly adopted amendment to this Declaration shall run with and bind the Property for the same period and to the same extent as do the covenants and restrictions ~~as set forth herein.~~

D. The Articles of Incorporation, By-Laws, and Rules shall be amended in the manner set forth in said instruments; provided, however, that no such amendment shall conflict with the terms of this Declaration or the Homeowners' Association Act, Chapter 720, Fla. Statutes, as it exists on the date hereof and as it may be amended from time to time, and provided further, that no amendment, alteration, or rescission may be made which affects the rights or privileges of any Institutional Mortgagee without the express prior written consent of the Institutional Mortgagee so affected. Any attempt to amend contrary to this prohibition shall be of no force or effect. Section 6.

E. A copy of all Governing Documents established hereunder, and any amendments thereto, shall be made available to all Members at the Association office.

Section 7. Venue. ~~The parties hereto~~Members and the Association agree that the venue for any action filed in appropriate courts or any mediation or arbitration regarding

this Declaration shall be ~~Palm Beach~~ filed and/or conducted in the County, Florida.

~~Section 8.~~ ~~Section 7.~~ Assignment. Any or all of the rights, powers ~~and~~, obligations, easements, and estates reserved or given to the Association may be assigned or transferred by the Association, ~~as the case may be,~~ and any such assign~~ee~~ assignee shall agree to assume the such assigned or transferred rights, powers, duties and obligations, easements, and estates and carry out and perform the same. Any such assignment or transfer shall be made by ~~the an~~ appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to and acceptance of such assignment ~~and its acceptance of the rights and powers, duties and obligations herein contained; and such or transfer.~~ Upon such assignment or transfer, the assignee or transferee shall ~~thereupon~~ have the same rights and powers and be subject to the same obligations and duties as are ~~herein~~ given to the Association: by this Declaration as respects such assigned or transferred rights, powers, obligations, easements, and estates. After such assignment or transfer, the Association shall be relieved and released of all responsibility ~~hereunder~~ under this Declaration as respects such assigned or transferred rights, powers, obligations, easements, and estates.

~~Section 89.~~ Usage. Whenever used, the singular shall include the plural and the singular, ~~and;~~ the use of any gender shall include all genders; the use of the words "include" or "including" shall be construed to be followed by the words "but not limited to"; and the use of the word "discretion" shall be construed to be preceded by the words "sole and binding".

~~Section 910.~~ Effective Date. This Declaration shall become effective upon its recordation in the Public Records of ~~Palm Beach~~ the County, Florida.

STONEBRIDGE GOLF AND COUNTRY CLUB OF BOCA RATON PROPERTY OWNERS'
ASSOCIATION, INC.

DECLARATION OF COVENANTS AND RESTRICTIONS

Section 7. Venue. The Members and the Association agree that the venue for any action filed in appropriate courts or any mediation or arbitration regarding this Declaration shall be filed and/or conducted in the County.

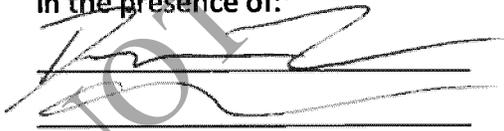
Section 8. Assignment. Any or all of the rights, powers, obligations, easements, and estates reserved or given to the Association may be assigned or transferred by the Association, and any such assignee shall agree to assume such assigned or transferred rights, powers, obligations, easements, and estates and carry out and perform the same. Any such assignment or transfer shall be made by an appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to and acceptance of such assignment or transfer. Upon such assignment or transfer, the assignee or transferee shall have the same rights and powers and be subject to the same obligations and duties as are given to the Association by this Declaration as respects such assigned or transferred rights, powers, obligations, easements, and estates. After such assignment or transfer, the Association shall be relieved and released of all responsibility under this Declaration as respects such assigned or transferred rights, powers, obligations, easements, and estates.

Section 9. Usage. Whenever used, the singular shall include the plural and the singular; the use of any gender shall include all genders; the use of the words "include" or "including" shall be construed to be followed by the words "but not limited to"; and the use of the word "discretion" shall be construed to be preceded by the words "sole and binding".

Section 10. Effective Date. This Declaration shall become effective upon its recordation in the Public Records of the County.

IN WITNESS WHEREOF, the Association has caused this Declaration to be executed and sealed.

Signed, sealed and delivered
in the presence of:



**Stonebridge Golf and Country Club of Boca
Raton Property Owners' Association, Inc.**

By: 
Marc I. Silverman, President

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

STONEBRIDGE GOLF AND COUNTRY CLUB OF BOCA RATON PROPERTY OWNERS'
ASSOCIATION, INC.

DECLARATION OF COVENANTS AND RESTRICTIONS

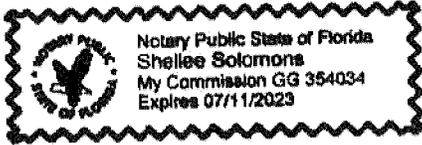
The foregoing instrument was acknowledged before me this 18th day of Nov. 2019, by Marc I. Silverman, as President of **Stonebridge Golf and Country Club of Boca Raton Property Owners' Association, Inc.** He is personally known to me and did not take an oath.

Shellee Solomons

Notary Public

State of Florida, at Large

My commission expires:



Signed, sealed and delivered
in the presence of:

Marc I. Silverman

Association:

Stonebridge Golf and Country Club of Boca Raton Property Owners' Association, Inc.

By: Lynn E. Pollan

Lynn E. Pollan, Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

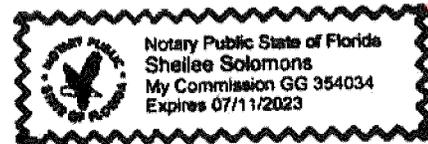
The foregoing instrument was acknowledged before me this 18th day of Nov. 2019, by Lynn E. Pollan, as Secretary of **Stonebridge Golf and Country Club of Boca Raton Property Owners' Association, Inc.** She is personally known to me and did not take an oath.

Shellee Solomons

Notary Public

State of Florida, at Large

My commission expires:



STONEBRIDGE GOLF AND COUNTRY CLUB OF BOCA RATON PROPERTY OWNERS'
ASSOCIATION, INC.

DECLARATION OF COVENANTS AND RESTRICTIONS

IN WITNESS WHEREOF, the Association has caused this Declaration to be executed and sealed.

Signed in the presence of:

Association:

~~Stonebridge Golf and Country Club
of Boca Raton Property Owners'
Association, Inc.~~

Signature

Print Name

By: _____
Anthony Codner, President

Signature

DATE: January 19, 2012

Print Name

~~STATE OF FLORIDA~~)

~~COUNTY OF PALM BEACH~~)

STONEBRIDGE GOLF AND COUNTRY CLUB OF BOCA RATON PROPERTY OWNERS'
ASSOCIATION, INC.

DECLARATION OF COVENANTS AND RESTRICTIONS

The Foregoing instrument was acknowledged before me this 19th day of
January,

2012, by Anthony Codner as President of ~~Stonebridge Golf and Country Club of Boca
Raton~~

~~Property Owners' Association, Inc.~~ He is personally known to me and did not take an
oath.

SEAL

Notary Public

State of Florida at Large

NOT A CERTIFIED COPY

STONEBRIDGE GOLF AND COUNTRY CLUB OF BOCA RATON PROPERTY OWNERS'
ASSOCIATION, INC.

DECLARATION OF COVENANTS AND RESTRICTIONS

Signed in the presence of:

Association:

~~Stonebridge Golf and Country Club
of Boca Raton Property Owners'
Association, Inc.~~

Signature

By:

Print Name

~~Larry Levy, Secretary~~

DATE: January 19, 2012

Signature

Print Name

~~STATE OF FLORIDA)~~

~~COUNTY OF PALM BEACH)~~

~~The Foregoing instrument was acknowledged before me this 19th day of
January,~~

~~2012, by Larry Levy, as Secretary of Stonebridge Golf and Country Club of Boca Raton
Property Owners' Association, Inc. He is personally known to me and did not take an
oath.~~

STONEBRIDGE GOLF AND COUNTRY CLUB OF BOCA RATON PROPERTY OWNERS'
ASSOCIATION, INC.

DECLARATION OF COVENANTS AND RESTRICTIONS

SEAL

Notary Public

State of Florida at Large

Signed, sealed and delivered Stonebridge Golf and Country Club of Boca
in the presence of: Raton Property Owners' Association, Inc.

By: Marc I. Silverman, President

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this day of ,
2019, by Marc I. Silverman, as President of Stonebridge Golf and Country Club of Boca
Raton Property Owners' Association, Inc. He is personally known to me and did not take
an oath.

Notary Public

State of Florida, at Large

My commission expires:

Signed, sealed and delivered Association:
in the presence of: Stonebridge Golf and Country Club of Boca
Raton Property Owners' Association, Inc.

By: Lynn E. Pollan, Secretary

STONEBRIDGE GOLF AND COUNTRY CLUB OF BOCA RATON PROPERTY OWNERS'
ASSOCIATION, INC.

DECLARATION OF COVENANTS AND RESTRICTIONS

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Lynn E. Pollan, as Secretary of **Stonebridge Golf and Country Club of Boca Raton Property Owners' Association, Inc.** She is personally known to me and did not take an oath.

Notary Public

State of Florida, at Large

My commission expires:

NOT A CERTIFIED COPY

STONEBRIDGE GOLF AND COUNTRY CLUB OF BOCA RATON PROPERTY OWNERS' ASSOCIATION, INC.

DECLARATION OF COVENANTS AND RESTRICTIONS

BENCH MARK
land surveying and mapping, inc.

P9400
11-12-84
WVC

EXHIBIT "A"

DESCRIPTION OF STONEBRIDGE PROPERTY
(INCLUDES NURSERY/MAINTENANCE AREA)

A PARCEL OF LAND LYING IN SECTIONS 35 AND 36, TOWNSHIP 46 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST HALF (E. 1/2) OF THE SOUTHEAST QUARTER (S.E. 1/4), OF SAID SECTION 35.

TOGETHER WITH ALL OF TRACTS 49 THROUGH 92 INCLUSIVE, BLOCK 69, PALM BEACH FARMS COMPANY PLAT NO. 3, RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH ALL OF THE ROAD RIGHTS OF WAY, DEDICATED BY SAID PALM BEACH FARMS COMPANY PLAT NO. 3, BEING WITHIN SAID BLOCK 69 AND LYING SOUTH OF THE CENTERLINE, AND EXTENSIONS THEREOF, OF THE 30 FOOT SAID PALM BEACH FARMS COMPANY RIGHT OF WAY, NORTH OF AND CONTIGUOUS TO SAID TRACTS 49 THROUGH 60 INCLUSIVE.

LESS HOWEVER THE RIGHT OF WAY FOR STATE ROAD NO. 7 (U.S. 441) AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP, PROJECT 5268, SHEET 2 OF 8.

CONTAINING: 399.89 ACRES, MORE OR LESS.

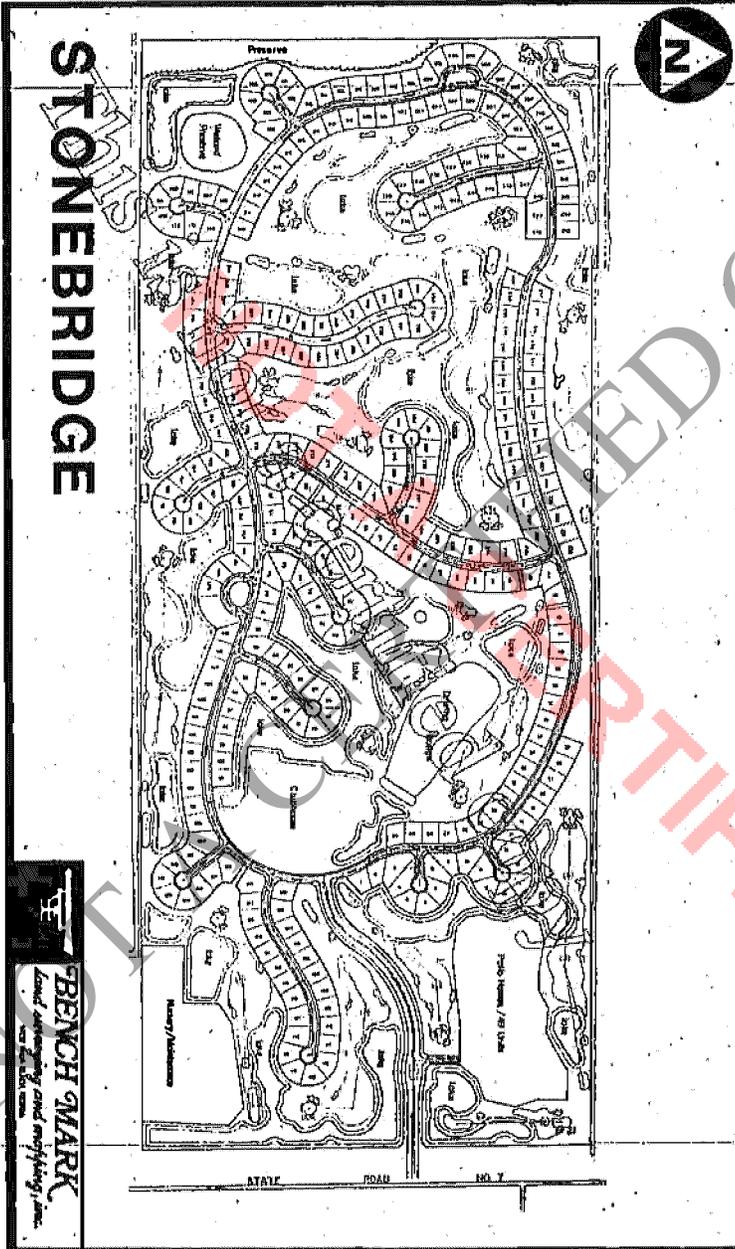
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

BT
TTT
6644
B

2833 EXCHANGE COURT...SUITE "C"...WEST PALM BEACH, FL. 33409...PH: (305) 689-2111

RS

EXHIBIT "B"



RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

RECORD VERIFIED
PALM BEACH COUNTY FL
JOHN B. BUNKLE
CLERK CIRCUIT COURT

84399 P1115
5T11 6664

ASSOCIATION, INC.

TY OWNERS'

DECLARATION OF COVENANTS AND RESTRICTIONS

EXHIBIT 2

CFN 20240399091
OR BK 35400 PG 1560
RECORDED 11/20/2024 3:35 PM
AMT: \$10.00
DEED DOC \$0.70
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pgs: 1560 - 1561; (2pgs)

Prepared By and Return To:
Timothy H. Olenn, Esq.
7900 Glades Road
Suite #435
Boca Raton, FL 33434
Wasserman

Property Appraisers Parcel ID#
00-41-46-36-01-000-1150
Consideration: \$10.00

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED executed on the 5 day of November, 2024 shown below, by **Marianne Wasserman, an unremarried widow**, whose address is 10192 Shireoaks Lane, Boca Raton, FL 33498 first party, to **Marianne Wasserman, an unremarried widow and Geoffrey Wasserman, a married man, as joint tenants with rights of survivorship** whose address is 10192 Shireoaks Lane, Boca Raton, FL 33498, second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the said first party, for and in consideration of the sum of \$10.00 (TEN DOLLARS) in hand by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land situate, lying and being in the County of Palm Beach, State of Florida, to-wit:

Lot 115 of STONEBRIDGE, PLAT NO. 1, according to the Plat thereof as recorded in Plat Book 49, page 112, Public Records of Palm Beach County, Florida

This deed is being prepared without the benefit of a title search or examination and is based on the statements of the grantor.

TO HAVE AND TO HOLD the same together with all and singular appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the said first party, either in law, to the only proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first above written.

Witnesseth:

Heather Bilodeau
Witness 1 Signature

Marianne Wasserman
Marianne Wasserman

Heather Bilodeau
Witness 1 Print Name
Witness 1 Address:
7900 Glades Rd. Ste 435
Boca Raton, FL 33434

[Signature]
Witness 2 Signature

Timothy H. Olenn
Witness 2 Print Name
Witness 2 Address:
7900 Glades Rd. Ste 435
Boca Raton, FL 33434

State of: Florida
County of: Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 5th day of November, 2024 by Marianne Wasserman Labusov who is/are personally known to me or has/have each produced a FL driver's license as identification.

[Signature]
Notary Public
My commission expires: _____

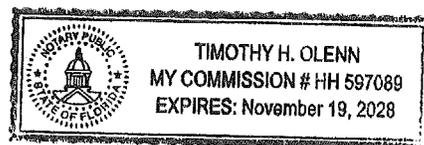


EXHIBIT 3



STONEBRIDGE

**Golf and Country Club
of Boca Raton, Inc.**

Restated By-Laws

Effective June 20, 2018

NOT A CERTIFIED COPY

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NOT A CERTIFIED COPY

**AMENDED AND RESTATED BY-LAWS OF
STONEBRIDGE GOLF AND COUNTRY CLUB
OF BOCA RATON, INC.**

As Revised June 20, 2018

PREAMBLE

The following restatement of the By-Laws of Stonebridge Golf and Country Club of Boca Raton, Inc. amends, restates and supersedes the First Amended and Restated By-Laws of June 3, 2008, and is effective on June 20, 2018.

**ARTICLE I
DEFINITIONS**

The following capitalized terms when used in these By-Laws (unless the context provides otherwise) shall have the following meanings:

“Annual Meeting” shall mean the meeting, to be held annually, of the Members of the Club pursuant to Article IV of these By-Laws.

“Annual Meeting of the Board of Governors” shall mean the meeting to be held annually by the Board of Governors pursuant to Article VI of these By-Laws.

“Annual Non-Resident Associate(s)” shall mean a non-equity, non-transferable, non-resident annual Associate of the Club who is not a Member of the Club and whose rights are restricted to use of certain Club Facilities, as further described in Article XI, Section 11.04, of these By-Laws.

“Application for Associate Agreement” shall mean a written application required by the Club to be submitted by any natural person(s) desiring to enter into an annual agreement with the Club to be an Annual Non-Resident Associate or a Legacy Associate.

“Application for Membership” shall mean a written application required by the Club to be submitted by one (1) natural person (two (2) natural persons or an entity under the exceptions set forth in Article XI, Section 11.07, of these By-Laws) desiring to be considered by the Club for the approval of Membership in the Club.

“Articles of Incorporation” or **“Articles”** shall mean the Articles of Incorporation of the Club as filed with the Secretary of State of Florida and as may be amended from time to time.

“Associate(s)” shall mean Annual Non-Resident Associate(s) and Legacy Associate(s).

“Board of Governors” or **“Board”** shall mean the elected or appointed Board of Governors of the Club and having the meaning ascribed to such term under the Florida not-for profit corporation law.

“By-Laws” shall mean these By-Laws of the Club as may be amended from time to time.

“Capital Assessment(s)” shall mean assessments imposed pursuant to Article XIV, Section 14.03 to be utilized exclusively for capital improvements of the Club.

“Club” shall mean Stonebridge Golf and Country Club of Boca Raton, Inc., a Florida not-for-profit corporation.

“Club Facilities” shall mean all improvements made to the Club premises, such as the golf course, the clubhouse, tennis courts, fitness center, dining facilities, swimming pool, and such additional and alternative improvements as may be owned or leased by the Club from time to time.

“Code” shall mean the Uniform Commercial Code in effect from time to time in the State of Florida.

“Cumulative Voting” shall mean a voting system or behavior where more than one opening or selection is to be voted upon and a voter is permitted to cumulate or combine his or her votes and cast more than the allotted votes per opening or selection. An example of Cumulative Voting, which is not permitted in Membership voting on Club matters, would be if a Golf Member were voting on three (3) openings for Governors in a field of four (4) candidates. That means he or she would have a total of six (6) votes to cast, two (2) per opening multiplied by three (3) openings. Instead of casting his or her two (2) votes per opening, the Golf Member impermissibly engages in Cumulative Voting by casting four (4) of his or her votes for Candidate B and his or her two (2) remaining votes for Candidate C.

“Designated User” shall be a natural person meeting the criteria set forth in Article XI, Section 11.07 of these By-Laws. The term “Member” shall be deemed to include his or her “Designated User”, if any, unless the context or a specific provision of these By-Laws or the General Club Rules requires otherwise.

“Effective Date” shall mean February 15, 2016.

“Felony Involving Moral Turpitude or Dishonest Dealing” shall mean a Class 1 or Class 2 felony under Florida’s statutes or their equivalents in other jurisdictions including, but not limited to, in the case of moral turpitude, an inherent quality of baseness, vileness, or depravity with respect to a person's duty to another or to society in general (examples include murder, rape and robbery) and, in the case of dishonest dealing, a lack of integrity or an intent to distort, cheat or act deceitfully or fraudulently, as determined in the sole discretion of the Board.

“Fiscal Year” shall mean an accounting period of twelve months, currently commencing on November 1st and ending October 31st, as may be amended from time to time.

“General Club Rules” shall mean the rules, regulations, policies and procedures governing use of the Club and all of the Club Facilities adopted or ratified by the Board as may be amended, modified or repealed by the Board, in whole or in part, from time to time.

“General Manager” shall mean the person appointed by the Board of Governors and reporting to the President to whom the executive day-to-day operation and management of the Club is entrusted.

“Golf Member(s)” shall mean those persons maintaining Golf Memberships or those persons designated to be Members by entities maintaining Golf Memberships.

“Golf Membership” shall mean a Membership as described in Article XI, Section 11.02, of these By-Laws that entails a Membership Contribution.

“Golf “X” Member(s)” shall mean those persons maintaining Golf “X” Memberships or those persons designated to be Members by entities maintaining Golf “X” Memberships.

“Golf “X” Membership” shall mean a subset of Golf Membership entailing certain rights, limitations and obligations described in Article XI, Section 11.06, subparagraph c.

“Governor(s)” shall mean members of the Board of Governors who have been elected or appointed pursuant to Article V of these By-Laws.

“Gross Receipts” shall mean the Club’s total operating revenue (without subtracting costs and expenses of producing such revenue), but excluding Membership Contributions and amounts received from the sales of the Club’s fixed assets.

“Immediate Family” shall mean a Member’s spouse, Designated User or Significant Other, as well as (a) the unmarried children, stepchildren and wards of the Member and his/her spouse or Significant Other if the children, stepchildren and/or wards are under the age of twenty-five (25) at the start of the Fiscal Year and permanently reside with the Member or attend school on a full-time basis or are on active duty in the United States military, and (b) the grandchildren of the Member and his/her spouse or Significant Other if the grandchildren are under the age of twenty-five (25) and permanently reside with the Member. If any of these children, stepchildren, wards or grandchildren is disabled and permanently resides with the Member, the age restriction of twenty-five (25) shall not apply. The term “Immediate Family” does not include the Designated User’s spouse, significant other, unmarried children, stepchildren, grandchildren or wards.

“In Good Standing” shall have the meaning set forth in Article XV, Section 15.04, of these By-Laws.

“Informational Meeting” shall mean a meeting of Members in addition to the Annual Meeting, to be held for the purposes set forth in Article IV, Section 4.05, of these By-Laws.

“Legacy Associate(s)” shall mean a non-transferable, non-resident Associate of the Club who once was, but is no longer, a Member of the Club and whose rights are restricted to use of certain Club Facilities as further described in Section 11.06, subparagraph f., of these By-Laws.

“Legal Costs” shall mean the fees of attorneys, collection agencies, experts, mediators and arbitrators and the charges, filing and other fees, costs and expenses, including interest thereon at the highest rate allowed by law, of collection agencies, attorneys, experts, mediation, arbitration and courts at all levels, whether or not legal proceedings are initiated, which the Club incurs to collect monies from a Member or Associate and/or to which the Club is entitled pursuant to Articles XV and XVI of these By-Laws.

“Member(s)” shall mean one (1) natural person (two (2) natural persons under the exceptions set forth in Article XI, Section 11.07, subparagraphs a. and b., of these By-Laws) maintaining a Membership in the Club as provided herein or one (1) natural person who is the designee of an entity maintaining a Membership in the Club as provided in Article XI, Section 11.07, subparagraph c., of these By-Laws. The term “Member” does not include Associates. The term “Member” shall be deemed to include his or her Designated User, if any, unless the context or a specific provision of these By-Laws or the General Club Rules requires otherwise.

“Membership” shall mean any category of membership in the Club as provided in these By-Laws, as well as the relationships of Non-Equity Social Members to the Club. The term “Membership” does not include the relationship of Associates to the Club.

“Membership Certificate(s)” shall mean the certificate issued by the Club upon approval of an Application for Membership and successful completion of further requirements of these By-Laws, evidencing a Property owner’s Membership in the Club.

“Membership Contribution” shall mean the Membership equity contribution component and non-refundable initiation fee component established by the Board from time to time for the purchase of a Membership of a given category.

“Membership Holder” shall mean the person(s) or entity whose name(s) are on the Membership Certificate.

“Non-Equity Social Member(s)” shall have the meaning set forth in Section 11.06, subparagraph e., of these By-Laws.

“Officer(s)” shall mean the President, Vice President, Secretary and Treasurer of the Club, and all persons filling offices created by these By-Laws.

“President” shall mean the Officer having the powers set forth in Article IX, Section 9.01, of these By-Laws.

“Property” shall mean any residential unit or lot within Stonebridge.

“Regular Meeting(s)” shall mean the meetings of the Board of Governors to be held on a regular basis as determined by the Board of Governors pursuant to Article VI, Section 6.03, of these By-Laws.

“Schedule of Fees” shall mean the annually published schedule of dues, fees and charges, together with certain policies of the Board pertaining to such dues, fees and charges as adopted from time to time. The Schedule of Fees shall be deemed to be part of the General Club Rules and shall be binding on all Members, Designated Users, entity Membership Holders and Associates.

“Secretary” shall mean the Officer having the powers set forth in Article IX, Section 9.03, of these By-Laws.

“Significant Other” shall mean a person, irrespective of gender, who has been designated as such by an unmarried Member, as set forth in Article XI, Section 11.05, of these By-Laws. If a Significant Other meets the additional criteria for a Designated User set forth in Article XI, Section 11.07, she or he shall be a Designated User rather than a Significant Other.

“Social Member(s)” shall mean those persons maintaining Social Memberships or those persons designated to be Members by entities maintaining Social Memberships.

“Social Membership” shall mean a Membership as described in Article XI, Section 11.03, of these By-Laws that entails a Membership Contribution.

“Special Meeting(s)” of the Board shall mean a meeting of the Governors called in accordance with Article VI, Section 6.04, of these By-Laws.

“Special Meeting(s) of the Members” shall mean a meeting of the Members called in accordance with Article IV, Section 4.03 or Article V, Section 5.05, of these By-Laws.

“Stonebridge” shall mean the Stonebridge community delineated on Stonebridge Plats 1 and 2 as recorded in Plat Book 49 at pages 112-119 and Plat Book 53 at pages 38-44, respectively, of the Public Records of Palm Beach County, Florida.

“Treasurer” shall mean the Officer having the powers set forth in Article IX, Section 9.04, of these By-Laws.

“Vice President” shall mean the Officer having powers set forth in Article IX, Section 9.02, of these By-Laws.

Where appropriate in these By-Laws, the singular shall mean the plural and the plural the singular; and the masculine shall mean the feminine or neuter (such as for an entity), the feminine the masculine or neuter, and the neuter the masculine or feminine.

ARTICLE II PURPOSE

The Club is formed to operate, maintain and conduct a private country club with facilities for golf, tennis, swimming, and other sports and to promote recreation, good fellowship and social functions for its Members.

ARTICLE III CLUB EMBLEM

The emblem of the Club shall be of a style and design as approved by the Board of Governors as it may determine from time to time.

ARTICLE IV MEMBER MEETINGS AND VOTING

4.01 ANNUAL MEETING

An Annual Meeting shall be held for the purposes of receiving reports of Officers, Club management and others and for such other business as may be properly brought before such meeting by any Member In Good Standing. To be properly brought before the meeting, such other business must be provided in reasonable detail, in writing, to and received by the President no less than three (3) days prior to the date of sending out notice of the Annual Meeting. No motions from the floor shall be entertained at the Annual Meeting.

4.02 DATE AND PLACE OF ANNUAL MEETING

Each Annual Meeting shall be held at the time designated by the Board of Governors at the clubhouse unless otherwise specifically designated by the Board of Governors. The Annual Meeting shall be held no sooner than fifteen (15) days and no later than sixty (60) days after receipt of the annual financial reports by the Board of Governors.

4.03 SPECIAL MEETINGS OF THE MEMBERS

Special Meetings of the Members may be called by the President, a majority of the entire Board of Governors, by the written request of at least ten percent (10%) of the total number of votes of the Members then entitled to vote or, in the case of a recall vote,

pursuant to the provisions of Article V, Section 5.05. A request for a Special Meeting of the Members shall include a reasonably detailed description of the business to be considered and shall be submitted to the President who shall cause notice of such Special Meeting to be sent to the Membership within (15) days of the date of receipt of the request. Notices of any Special Meeting of the Members must contain a statement of the purpose for which the Special Meeting is called. No other business may be transacted and no motions from the floor may be entertained at such meeting.

4.04 NOTICES

For all purposes under these By-Laws, notice given to a Member or service of a document upon a Member shall constitute notice given or service upon the second Member on the Membership Certificate, if any, the Member's Designated User, if any, and the entity Membership Holder, if any. The Secretary shall give at least fifteen (15) days but not more than sixty (60) days prior notice of Member meetings to each Member of record who is In Good Standing. Notice shall be given by such means as provided by law, including electronic transmission, stating the place, day and time of the meeting. Such notice shall be deemed to be delivered when transmitted to a Member addressed to the electronic address or telephone number at which the Member has consented to receive notice. In the absence of such consent or if the sender receives an indication that the electronic transmission was not received, the notice shall be deposited in the United States mail in a sealed envelope addressed to such Member at his or her address of record with sufficient postage thereon prepaid, and the notice shall be deemed delivered when so deposited. In the case of the Annual Meeting, the notice shall state each item of business to be brought before the meeting and contain proxy materials for votes to be taken, if any, with respect to such stated business. The meeting shall be restricted, with respect to the business that requires a Membership vote, to only those matters contained in the notice of meeting. In the case of a Special Meeting of the Members, the notice shall state the purpose or purposes for which the meeting is called and contain any proxy materials that may be necessary for any vote to be held. The voting Member shall have the option to return the ballot reflecting the Member's vote at any time prior to the date of the meeting. The receipt of a ballot by the Club indicating the Member's vote at any time prior to the meeting date shall be counted toward the number of votes of Members necessary to establish a quorum. In addition to sending notices to Members, at least fifteen (15) days but not more than sixty (60) days' prior notice of any meeting may be posted or placed in any medium likely to be seen by the Members, including appropriate places in Stonebridge, the Club's newsletters, television channel or internet site.

4.05 INFORMATIONAL MEETINGS

In addition to the Annual Meeting, the Board of Governors shall cause to be held no less than one (1) Informational Meeting of the Members during each Fiscal Year for the purpose of receiving reports from the Officers, Club management and others and receiving questions and comments from the Members which will include a "State of the Club" report.

No action may be taken at any Informational Meeting unless such meeting shall also qualify as a Special Meeting of the Members.

4.06 MEMBERS OF RECORD

For the purpose of determining the Members of record entitled to notice in connection with a vote to be taken at any meeting of the Members, or in order to make a determination of the Members of record for any other proper purpose, the Club's roster as of three (3) days prior to the sending of the notice shall be used. Such determination shall apply to any adjournment or continuance of such meeting. Members designated by entity Membership Holders pursuant to Article XI, Section 11.07 and Designated Users shall be deemed Members of record with voting rights for purposes of Articles IV and V.

4.07 ACTION WITHOUT MEETINGS

Any action which may be taken by Members at a meeting may be taken after notice has been given, but without a meeting or a vote, if (a) the action is taken by Members entitled to vote who have no less than the minimum number of votes necessary to authorize such action if such action had been taken at a meeting at which all Members entitled to vote were present and voted; (b) the action is approved and evidenced by Members' dated and signed written consents describing the action taken; (c) all of those written consents are signed within ninety (90) days of one another; and (d) the consents are delivered to the Secretary. Notice of any action taken pursuant to this Section 4.07 shall be given to Members no later than fifteen (15) days after the consents are delivered to the Secretary.

4.08 QUORUM

For the purpose of a vote at any meeting of the Members, the presence, either in person, electronically or by proxy, of Members having at least fifty (50%) percent of the total number of votes then entitled to be voted shall constitute a quorum. Any properly noticed meeting at which a quorum has failed to have been attained may be adjourned for a period no longer than ninety (90) days. Notice of an adjourned meeting shall be sent to each Member then entitled to vote in the manner provided by Section 4.04 and may be posted in the manner provided by Section 4.04. A quorum is not necessary at any meeting where a vote will not be taken.

4.09 VOTING

- a. Voting shall be by written ballot unless action is taken by written consent pursuant to Section 4.07. The Board may direct that voting be conducted by secret mailed ballot, paper ballot or by such other means and such other procedures determined by the Board, in its sole discretion, as adequate to preserve the integrity of the voting process. Members may vote in person, electronically or by proxy at any meeting of the Members. A majority of votes cast, in person, electronically and by proxy, is necessary for passage of any motion or proposition, except as provided in subparagraph (d) of this Section

4.09 and Article V, Section 5.05. In the event a Membership is held in the name of a corporation, partnership, limited liability company, trust or other entity other than by one or more natural persons, such entity, to be eligible to vote, must submit to the Secretary a written notice identifying each person having the authority to vote for such Membership. Only a Member In Good Standing as of the record date for a vote as set forth in this Article IV, and as of the date of such vote, is eligible to cast such vote. Proxy and electronic voting are permitted only under the form(s) and procedure(s) as determined by the Board of Governors.

- b. Each Member In Good Standing shall be entitled to vote on all matters to be voted on by the Membership. Each Golf Membership vote shall count as two (2) votes, each Golf “X” Membership vote shall count as one (1) vote, each Social Membership vote shall count as one (1) vote and each Non-Equity Social Membership vote shall count as one-half (1/2) vote.
- c. In respect to voting by Golf Members (excluding Golf “X” Members), if any issue to be voted upon requires one voting decision only (example: a “yes” or “no” vote) both votes must be cast in the same manner either for or against the proposition. On all other issues, including elections of Governors, the votes may be divided subject only to the prohibition against Cumulative Voting.
- d. Any vote to be taken involving i) a merger or consolidation of the Club with an external entity; ii) a sale, lease, exchange transfer or other disposition of all or substantially all of the Club’s assets; or iii) a voluntary dissolution of the Club, shall require a seventy-five (75%) vote of all the votes the entire Membership could then cast or such greater percentage or number of votes as required by law. This subparagraph (d) of this Section 4.09 shall not apply to voting requirements in respect to any proposal for merger of the Club with the Stonebridge Golf and Country Club of Boca Raton Property Owners’ Association, Inc.

ARTICLE V BOARD OF GOVERNORS

5.01 NUMBER OF GOVERNORS

The government and administration of the affairs and the property of the Club shall be vested in the Board of Governors. The Board of Governors shall consist of nine (9) Members and shall be elected by the Members.

5.02 ELECTIONS

- a. To stand for election a Member must submit a letter of candidacy and resume to the Board of Governors not less than forty-five (45) days prior to the Annual

Meeting. The Board of Governors will forward to the Membership only those resumes of candidates who are (i) In Good Standing and (ii) have been resident Members for one (1) year. Members who stand for election must remain In Good Standing throughout their candidacies and at the time of election.

- b. There shall be no Cumulative Voting. Any ballot or written consent pursuant to Section 4.07 submitted with Cumulative Voting shall be invalid unless and until superseded by a valid ballot or written consent.
- c. The receipt of Members' votes constituting no less than fifty (50%) percent of the total number of votes then eligible to be voted shall constitute a quorum for purposes of any election for the Board of Governors. Failure to achieve a quorum will result in an automatic fourteen (14) day extension of the voting period.
- d. The number of candidates necessary to fill the number of vacancies on the Board shall be elected. If more candidates stand for election than vacancies exist on the Board, the candidate receiving the highest number of votes shall be elected to the vacancy having the longest term of office, and this process shall be repeated until all vacancies are filled. By way of example, if the Board has four vacancies, three due to the expiration of Governors' three year terms and the fourth vacancy created by a Governor's resignation at the end of the second year of his or her term, and five candidates stand for election, the three candidates receiving the three highest number of votes will be elected to the vacancies having three year terms, the candidate receiving the fourth highest number of votes will be elected to the vacancy having a one year term and the fifth candidate will not be elected.

5.03 TERM

Each year prior to the end of the Fiscal Year, the Members entitled to vote shall elect 1/3 of the Governors of the Board to serve three (3) year terms. At that election, the Members entitled to vote shall also elect the number of Governor(s) necessary to fill any vacanc(ies) created by the death, resignation or removal of Governor(s) during the period following the last election, whether or not those vacancies have been filled. No Governor shall serve on the Board for more than six (6) consecutive years, except that if he or she is filling a vacancy created by a Governor's death, resignation or removal, that Governor may serve for up to seven (7) consecutive years. A Governor who has served his or her maximum number of consecutive years shall not be permitted to serve on the Board again without remaining off the Board for at least one (1) year.

5.04 PAST PRESIDENTS

Past Presidents may serve as ex-officio members of the Board of Governors at the sole discretion of the President (absent voting privileges). Past Presidents may chair ad hoc committees and, on an interim basis, fill standing committee chair vacancies caused by resignation or removal from office of that chair.

5.05 BOARD RESIGNATION AND REMOVAL

In the event a member of the Board places his or her Property on the market for sale, the taking of such action shall be deemed an automatic resignation of that individual as a member of the Board of Governors as well as any committee chairmanship held by such Board member. Notwithstanding the foregoing, however, in the event such Board member is in the process of purchasing another Property, the provisions of this Section 5.05 shall not be applicable. If a Governor ceases to be In Good Standing or has been convicted of a Felony Involving Moral Turpitude or Dishonest Dealing, the Governor shall be deemed to have resigned as a Governor and from any position as a committee chair.

A recall vote by the Membership to remove one or more Governors may be requested by (a) the vote of two-thirds (2/3) of the Board, excluding the Governor(s) whose removal is under Board consideration, or (b) a petition signed by Members holding at least twenty-five percent (25%) of the total number of votes entitled to be cast. The President shall cause a Special Meeting of the Members to be convened within sixty (60) days of receiving such request. At the Special Meeting of the Members, the affected Governor(s) may be removed from the Board by Members holding a majority of the total number of votes entitled to be cast.

ARTICLE VI MEETINGS OF BOARD OF GOVERNORS

6.01 ANNUAL MEETING OF BOARD OF GOVERNORS

Each year the Annual Meeting of the Board of Governors shall be held to elect Officers and to consider any other matters that may be properly brought before the meeting. The Annual Meeting of the Board of Governors shall be held no later than thirty (30) days after the election of Governors. The first order of business at this meeting shall be the election of the incoming President and other Officers. The outgoing President shall preside over this meeting until such time as the incoming President is elected.

6.02 QUORUM

A majority of the Board of Governors shall constitute a quorum at any meeting for the transaction of business. Telephonic, videoconference or similar remote electronic participation will be permitted.

6.03 REGULAR MEETINGS

The Board of Governors shall meet on a regular basis as determined by the Board. Except as otherwise expressly provided in these By-Laws, a majority of the votes cast is necessary for passage of any motion. The Board of Governors shall convene nine (9) Regular Meetings in each Fiscal Year unless the Board resolves to hold a different number of Regular Meetings. In no event, however, shall the Board convene less than six (6) Regular Meetings in each Fiscal Year. Regular Meetings shall be held at such times and places as the Board of Governors shall determine in its sole discretion.

6.04 SPECIAL MEETINGS

Special Meetings of the Board of Governors may be called at any time by the President or any three Governors, subject to the notice provisions of Section 6.05.

6.05 NOTICE; PLACE OF MEETINGS

Notice of any meeting of the Board of Governors shall be given at least five (5) days prior to the scheduled date of the meeting by written notice electronically transmitted to each Governor at his or her electronic address as shown by the records of the Club, except that at no Special Meeting of Governors may any Governor be considered for removal unless written notice of the proposed removal is transmitted to all Governors at least twenty (20) days prior to such meeting. Notice of any Special Meeting of the Board of Governors may be waived by delivery of a written "Waiver of Notice of Meeting" signed by the person or persons entitled to the notice either before or after the time of the meeting or by a Governor's joinder in the minutes of the meeting by his or her signature thereon. The attendance of a Governor at any meeting shall constitute a waiver of notice of such meeting, except where a Governor attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or these By-Laws. All meetings shall be held on Club premises unless another location shall be approved by a majority of the Board of Governors.

6.06 MINUTES OF MEETINGS

Minutes of all meetings of the Board of Governors shall be taken reciting the business transacted except for the identities of Members and others who are not In Good Standing or involved in disciplinary proceedings, employees' salaries and personnel records and matters transacted in executive session. Copies of all minutes shall be transmitted electronically to Members (which shall serve as transmittal of copies to all Designated Users and entity Membership Holders) and made available to Members at the Club in hard copy and electronically on the Club's website. Minutes shall be preserved as permanent Club records.

ARTICLE VII POWERS OF THE BOARD OF GOVERNORS

7.01 MANAGEMENT OF THE CLUB

The Board of Governors shall exercise all powers of the Club and is authorized to take any action necessary to carry out the purposes of the Club as set forth in Article II of these By-Laws and the Articles of Incorporation. The government and management of the affairs and the property of the Club shall be vested in the Board of Governors.

7.02 DUTIES AND POWERS

The Board of Governors shall have the power to:

- a. Elect and remove the Officers;
- b. Within sixty (60) days of a vacancy on the Board of Governors due to death, resignation, removal by the Board of Governors, inability to perform duties or otherwise, fill such vacancy until the next election of Governors by the Members;
- c. Appoint the General Manager and delegate such authority to the General Manager as is considered necessary by the Board of Governors for the proper operation and management of the Club;
- d. Delegate general authority to hire and terminate the employment of Club employees to such person(s) and upon such terms as the Board may determine from time to time in its sole and absolute discretion;
- e. Adopt, alter, amend or repeal the General Club Rules governing the Club, its Members and Memberships and the use of the Club and all the Club Facilities by Members, Designated Users, entity Membership Holders, Significant Others, and their families, guests and lessees and by Associates;
- f. Establish, upon a majority vote of the entire Board of Governors, the annual budget, a Schedule of Fees, the amount of the Membership Contribution for each category of Membership, the terms of payment of any amounts owed to the Club and the amount of dues, fees, assessments and other charges; and the operating budget, or summary thereof, for the oncoming Fiscal Year. Notwithstanding the foregoing, in any Fiscal Year, the Board shall not decrease the amount of the Membership Contribution's equity contribution component for any Membership category by more than twenty percent (20%) over the prior Fiscal Year's amount unless such decrease is approved by the Membership. The contemplated dues, fees and charges for each category of Membership shall be

provided to the Members no less than thirty (30) nor more than sixty (60) days prior to the start of the Fiscal Year;

- g. Remove, upon a two-thirds (2/3) vote of all Governors, any Governor who shall fail to substantially attend three (3) consecutive or at least sixty percent (60%) of the Regular Meetings of the Board of Governors in any six (6) month period;
- h. Subject to the limitation on expenditures set forth in subparagraph j. of this Section 7.02, expend funds, make contracts to borrow money and incur indebtedness on behalf of the Club, and cause promissory notes, bonds, mortgages or other evidences of indebtedness to be executed and issued;
- i. Assess for any operating deficit in the year in which it occurs, an amount not to exceed ten (10%) percent of annual dues per Membership and prescribe the time and manner of payment thereof. Assessments in respect to operating deficits in an amount greater than ten (10%) percent of the annual dues per Membership must be submitted to the Members for approval at a Regular or Special Meeting of the Members or in the manner permitted by Section 4.07;
- j. Assess and expend funds for capital expenditures in an amount not to exceed two and one-half (2 and 1/2%) percent of the previous Fiscal Year's Gross Receipts for any single project and not to exceed eight (8%) percent of the previous Fiscal Year's Gross Receipts in the aggregate in any Fiscal Year for all projects. Lease payments incurred with respect to items which are considered capital expenditures shall be included in the aggregate amount of capital expenditures for the Fiscal Year in which paid. Capital expenditures beyond the aforementioned amounts may be made only upon approval of the Membership at a duly convened Regular or Special Meeting of the Membership or in the manner permitted by Section 4.07;
- k. Notwithstanding the restrictions on expenditures set forth in subparagraphs i. and j. above, assess the Membership for repair or replacement of Club property due to damage caused by a natural disaster, including but not limited to hurricane, fire or similar occurrence. Such assessment would cover shortfalls that resulted from insurance limits and deductibles only and is not included in the foregoing annual limitations;
- l. Enter into reciprocal agreements and arrangements with other clubs;
- m. Discipline and suspend Members, Designated Users and entity Membership Holders and Associates for reasons of health, safety, welfare or any other valid reason as determined by the Board in its sole discretion;
- n. Notwithstanding the provisions of Article X of these By-Laws, create, merge, split and eliminate committees of the Board, determine their scope and

composition and assign duties to them as the Board may determine in its sole discretion from time to time; and

- o. Engage in such other acts as are permitted by the laws of the State of Florida and the United States with respect to not-for-profit corporations, as those laws now exist or as they may hereafter be enacted.

7.03 ISSUANCE OF MEMBERSHIPS AND ASSOCIATE AGREEMENTS

The Board of Governors shall have the authority to issue, suspend and transfer Memberships, and to enter into, suspend and cancel agreements with Legacy Associates and Annual Non-Resident Associates. The Board of Governors shall have Membership Certificates prepared in form and content consistent with the provisions of the Articles of Incorporation and these By-Laws.

7.04 COMPENSATION

No Governor shall receive a salary or any other compensation whatsoever for service as a Governor, but shall be entitled to reimbursement for all expenses reasonably incurred in performing any duties pursuant to these By-Laws.

7.05 CONFLICTS

Whenever a Governor or Officer has a financial or personal interest, directly or indirectly (such as through a family member or an entity with which he, she or they are affiliated), in any matter coming before the Board or desires to transact with the Club as a vendor, purchaser or otherwise, the affected Governor or Officer shall a) fully disclose the nature of the interest in the matter or transaction and b) abstain from discussion, lobbying and voting on the matter or transaction. Any transaction or vote involving a conflict or potential conflict of interest shall be approved only when a majority of disinterested Governors determine that it is in the best interest of the Club to do so. The minutes of meetings at which such votes are taken shall record such disclosure, abstention, the votes cast and the Board's rationale for its determination.

7.06 INTERPRETATION OF BY-LAWS

The Board of Governors shall have the power to do everything permitted by not-for-profit corporations by law, statute, its Articles of Incorporation and these By-Laws, and to determine the interpretation and construction of its Articles of Incorporation, these By-Laws, General Club Rules and any other Membership or Associate document, or any parts thereof, and to resolve any allegedly doubtful, allegedly ambiguous or allegedly conflicting language of any of the foregoing documents, and the Board's decision shall be final and conclusive.

7.07 ACTION WITHOUT MEETINGS

Any action which may be taken by the Board of Governors or any committee thereof, may be taken without a meeting if consent in writing setting forth the action taken is signed by all the Governors entitled to vote, or all the members of the committee, as the case may be and is filed in the minutes of the proceedings of the Board of Governors or the committee.

ARTICLE VIII OFFICERS

The Board of Governors at its Annual Meeting shall elect from among its members to serve for a term of one (1) year, and until their successors shall be elected, a President, Vice President, Treasurer and Secretary, and such other Officers as the Board of Governors may from time to time deem appropriate. A Governor may not serve in more than one office at a time.

ARTICLE IX DUTIES AND QUALIFICATIONS OF OFFICERS AND GENERAL MANAGER

9.01 PRESIDENT

The President shall preside at all meetings of the Members and the Board of Governors and shall enforce observance of the provisions of these By-Laws and all General Club Rules. The President may call Special Meetings of the Board of Governors, shall be an ex-officio member of all committees and is empowered to execute all papers and documents requiring execution in the name of the Club.

9.02 VICE PRESIDENT

The Vice President shall assist the President in his or her duties, and in the absence or disability of the President, the Vice President shall perform and carry out all duties and responsibilities of the President.

9.03 SECRETARY

The Secretary shall keep, or cause to be kept, records and minutes of all meetings of the Board of Governors and the Members, and the Secretary shall be responsible for giving all required notices of meetings. The Secretary shall have custody of the seal of the Club and all Membership records shall be kept under the Secretary's supervision.

9.04 TREASURER

The Treasurer shall be chairperson of the Finance Committee. The Treasurer shall cause to be collected, held and disbursed, under the direction of the Board of Governors, all monies of the Club, and it shall be the Treasurer's duty to collect monies due the Club from the issuance of Memberships, dues and charges of Members and Associates, and all other amounts due from Members, Associates or others. The Treasurer shall keep or cause to be kept, at the Club, regular books of account and all financial records of the Club, and shall prepare or cause to be prepared budgets and financial statements, when and in the form requested by the Board of Governors. The Treasurer shall deposit or cause to be deposited all monies of the Club in an account or accounts in the Club's name, in the bank or banks designated by the Board of Governors.

9.05 OFFICE VACANCIES

The Board of Governors may fill vacancies in any office or new office created at any meeting of the Board of Governors.

9.06 OTHER DUTIES OF OFFICERS

Any Officer may be given additional assignments and duties by the Board of Governors.

9.07 REMOVAL FROM OFFICE

Any Officer who ceases to be a Governor shall automatically cease to be an Officer. Any Officer may be removed from office, with or without cause, by no less than a two-thirds (2/3) vote of all the members of the Board of Governors.

9.08 GENERAL MANAGER

The General Manager shall serve at the pleasure of the Board and shall exercise those executive responsibilities for the day-to-day operation and management of the Club as the Board may generally delegate from time to time, including but not limited to the hiring, overall supervision and termination of employment of Club personnel, the proper management and coordination of the Club's activities so as to maximize Membership satisfaction while maintaining a sound financial operation, the security and protection of the Club's assets and Club Facilities and communications with the Board, committees, Members, Associates and Club personnel as necessary to accomplish the goals and objectives of the Club.

ARTICLE X COMMITTEES

10.01 EXECUTIVE COMMITTEE

The Executive Committee shall consist of the President as chairperson, the Vice President, the Secretary and the Treasurer. Actions and resolutions shall require unanimous approval of Executive Committee members. The Executive Committee may act on Club matters only when it is not practical to convene a meeting of a quorum of the Board in a timely manner. Minutes shall be taken at all Executive Committee meetings and shall be submitted to the Board at the Board's next meeting. Any actions taken and resolutions approved by the Executive Committee shall be presented to the entire Board at its next meeting for consideration and ratification, if appropriate. Notwithstanding the foregoing, in situations determined by the President to be an emergency and after a good faith, but unsuccessful, effort to convene a meeting of the Board, actions taken by the Executive Committee shall be considered the actions of the Board.

10.02 STANDING COMMITTEES

No more than thirty (30) days after the Annual Meeting of the Board of Governors, the President, subject to the approval of the Board of Governors, shall designate the chairperson (who shall be a Governor) of each of the standing committees, unless these By-Laws specify which Governor shall chair a committee. At the present time, the standing committees are:

Membership
Finance
Audit
Grievance
Legal
Marketing
Strategic Planning

House
Property and Facilities
Golf and Green
Fitness, Pool and Tennis

The chairperson, subject to the approval of the Board, shall designate the vice chair(s) and members of their individual committees. Committees shall have a minimum of three (3) members unless otherwise indicated in these By-Laws or otherwise approved by the Board of Governors. Only Members In Good Standing, their spouses, Associates In Good Standing, Designated Users In Good Standing and Significant Others are eligible to serve on committees. Committee members may be removed and/or replaced at the discretion of the committee chairperson. Minutes shall be kept for all meetings. All committees shall follow the Committee Rules and Procedures as established by the Board.

- a. **The Membership Committee** shall consult on Applications for Membership submitted to the Club and, where applicable, shall advise the Board at its next regularly scheduled meeting of matters relating to applicants. The Membership Committee shall also be responsible for all general

communications to the Members and shall advise the Board of Membership programs, activities and functions.

- b. **The Finance Committee**, which is chaired by the Treasurer pursuant to Section 9.04 of these By-Laws, shall, in general, review all matters pertaining to the Club's finances including, but not limited to, the placing of insurance, the filing of tax returns, the payment of taxes, the preparation of the annual budget and the preparation of the monthly reports for the Board of Governors on the Club's financial condition. The Finance Committee shall report thereon to the Board of Governors with its comments as they relate to the Club's finances. The account books and vouchers shall at all times be open to inspection by any member of the Board of Governors. In addition, the Finance Committee shall, in support of the Audit Committee, review the internal accounting processes and establish and execute a program to ensure the reliability of the financial statements. The Committee shall review all necessary data and systems to test the adequacy of the controls of all financial transactions and will make independent and surprise reviews of the receiving, ordering and recording processes that form the basis of the financial reports.
- c. **The Audit Committee** shall consist of the President, Treasurer, Vice President and chairperson of the Legal Committee. The Audit Committee must have at least one member who shall be designated as a financial expert as described by the AICPA. The committee will advise the Board on approving all audit and non-audit services, including the hiring of the external auditors. Upon receipt of reports from external auditors it will meet with them for the purpose of discussing audit findings, as well as reviewing internal auditing work plans submitted by the Finance Committee, and reviewing annual financial statements and budgets.
- d. **The Grievance Committee** shall consist of no less than three (3) members whose chairperson shall be a Board member. All written complaints relative to the conduct of any Member, Designated Users, Significant Others, or their family members, guests, lessees or contractors or any Associates or their guests shall be referred to the Grievance Committee. The Grievance Committee shall perform investigations as it deems necessary in accordance with the procedures set forth in Article XV, Section 15.02 and Article XVI, Section 16.02, subparagraph c., and shall present its recommendation to the Board of Governors. The individual performing the initial investigation and/or gathering evidence shall be a member of the Board of Governors. The Grievance Committee shall have no power of suspension or expulsion, but may have such powers of reprimand as may be authorized by the Board of Governors.
- e. **The Legal Committee** shall advise and assist the Board and the General Manager in reviewing, evaluating and addressing all matters of a legal nature pertaining to the Club with the assistance of the Club's counsel, as needed.

The Legal Committee shall further be charged with providing recommendations regarding the publication and modification of the General Club Rules and any other regulations including these By-Laws. The Legal Committee may have a By-Laws subcommittee for regular major reviews of the Club Rules and By-Laws to accomplish these purposes.

- f. **The Marketing Committee** shall advise and make recommendations to the Board on all matters concerning the marketing of the Club to the public at large, including prospective Members and Associates, realtors and mass media.
- g. **The Strategic Planning Committee** shall advise and make recommendations to the Board on the long range plan for capital improvements to the Club, including the assignment of priorities within such plan and on matters concerning risk management and control, and shall undertake such other duties as may be requested by the Board.
- h. Each of the following operational committees, subject to the approval of the Board of Governors, shall formulate programs and submit them with recommendations to the Board for approval. Each committee shall act only as a consultant and advisor to the Board.

- (i) **House Committee**

- The House Committee** shall advise the Board of Governors on matters concerning the food and beverage operations, the social activities and entertainment of the Members, their families and their guests. The House Committee may have sub-committees for Food and Beverage (including catering) and activities and entertainment (including Club events, activity center, children's programs and outside functions).

- (ii) **Property and Facilities Committee**

- The Property and Facilities Committee** shall advise the Board of Governors on matters concerning the maintenance and repair of all buildings, repair of all water and electrical lines and the facilities and equipment used in connection therewith, except those directly related to and concerning the maintenance or repair of the golf course. Major construction and long-range planning shall be handled by an ad hoc committee.

- (iii) **Golf and Green Committee**

- The Golf and Green Committee** shall advise the Board of Governors on matters concerning golf operations, the maintenance of the golf course, cart paths, roads and other golf-related facilities and equipment,

the promulgation of playing rules for Members, their families and their guests, the programming of golfing events for Members, their families and guests and the maintenance of Members' handicaps. United States Golf Association rules and regulations shall govern all golf play except where superseded by local rules. The Golf Committee may have sub-committees to advise on matters concerning the operation and maintenance of the pro shop, tournament schedules and formats and other matters concerning utilization of the golf course. No major alteration shall be made in the golf course or its physical layout without the express approval and authorization of the Board of Governors.

(iv) **Fitness, Pool and Tennis Committee**

The Fitness, Pool and Tennis Committee shall advise the Board of Governors on matters concerning the fitness and pool operations and the programming of events at the pool and fitness center for Members, their families and their guests as well as matters concerning the tennis operations, the promulgation of playing rules for Members and their guests and the programming of tennis events for Members and their guests. The Committee shall advise the Board of Governors on the condition of, and make recommendations concerning, the tennis courts and related equipment and facilities. The Committee shall refer all matters concerning the maintenance and repair of the facilities to the Property and Facilities Committee and/or the Board of Governors.

10.03 AD HOC COMMITTEES

The President, subject to the approval of the Board of Governors, may, from time to time, appoint ad hoc committees, determine the powers and composition of the ad hoc committees and the term of ad hoc committee chairpersons and members, and replace ad hoc committee chairpersons or members at any time, with or without cause.

10.04 POWERS OF COMMITTEES

The several committees shall act only as advisory committees to the Board of Governors, and the individual members thereof shall have no power or authority. The chairperson of each committee may appoint from the members of the committee vice-chairs to chair sub-committees comprised of such number of committee members as deemed desirable. All sub-committees shall report directly to the committee as a whole, which shall approve, amend or disapprove the report of the subcommittee.

10.05 TERMS OF COMMITTEE CHAIRPERSONS AND COMMITTEE MEMBERS

Each committee chairperson and each member of a committee shall serve until the earliest of the next appointment of committees, resignation, termination or removal of the member or until their replacement is designated as provided in these By-Laws.

ARTICLE XI MEMBERSHIP AND NON-MEMBER ASSOCIATES

11.01 CATEGORIES OF MEMBERSHIPS

Owners of Property shall maintain, and prospective purchasers of Property shall acquire at the time of purchase and maintain, one of the following two categories of Membership in the Club, **(i) Golf Membership** or, subject to availability, **(ii) Social Membership**. Golf Membership and Social Membership each represent ownership in the Club and entitle the Member In Good Standing to vote on various Club matters. Although Memberships may be held in joint names where authorized by this Article XI, only one (1) Membership is permitted for each Property. One category of Membership obtained without a Membership Contribution's equity contribution component remains in the Club, which is no longer offered, the Non-Equity Social Membership.

11.02 GOLF MEMBERS

- a. **Golf Membership** shall be offered to the owners of Properties, and in the case of prospective purchasers, upon the receipt of evidence of a pending purchase of a Property. Upon compliance with the applicable provisions of this Article XI and the General Club Rules, payment of the required Membership Contribution for Golf Membership and any other required fees to the Club, and, in the case of a prospective purchaser, the closing of title to the Property, the applicant shall become a Golf Member, and the Club will issue a Golf Membership Certificate to the Member.
- b. **Golf Members** shall be fully participating and entitled to access to and use of all of the Club Facilities in accordance with and subject to these By-Laws and the General Club Rules as they may be amended, modified or repealed by the Board of Governors from time to time.
- c. **Golf Members** who have paid dues and charges in this category for at least two (2) years and are current in payment of all financial obligations to the Club may apply to step down their Golf Membership to a **Golf "X" Membership**. This application must be submitted in writing. Step downs will be permitted under the following criteria, and will become effective at the beginning of the Fiscal Year following the completion of the step down:

- (i) The step down of the applying Member would not reduce the total number of Golf Memberships, excluding Golf “X” Memberships, to less than two hundred fifty (250).
 - (ii) The Club shall maintain a waiting list for Golf Members who apply to step down to a Golf “X” Membership at a time when the total number of Golf Memberships, excluding Golf “X” Memberships, is less than two hundred fifty (250). When this number again increases to two hundred and fifty (250), priority will be given to the Golf Member on the waiting list who has been a Golf Member for the longest period of time. Priority for equal tenure will be decided by lottery.
- d. As a condition to the sale of a Golf or Golf-X Member’s Property to a third party purchaser, which sale includes the sale of the Member’s golf equity, the purchaser shall be required to become a **Golf Member**. Any anticipated step down of the purchaser’s Golf Membership to a Golf “X” Membership is subject to the applicable sections of this Article XI.

11.03 SOCIAL MEMBERS

- a. **Social Membership** shall be offered to the owners of Properties, other than those who are **Golf Members**, and in the case of a prospective purchaser , upon the receipt of evidence of a pending purchase of a Property, provided the acceptance of such an offer will not cause the number of Social Memberships to exceed one hundred forty-eight (148). Upon compliance with the applicable provisions of this Article XI and the General Club Rules, and subject to the availability of Social Memberships, payment of the required Membership Contribution for Social Membership and any other required fees to the Club, and, in the case of a prospective purchaser, the closing of title to the Property, the applicant shall become a Social Member, and the Club will issue a Social Membership Certificate to the Member.
- b. **Social Members** shall be fully participating Members of the Club and entitled to full use of all of the Club Facilities other than the golf course, except as may be otherwise authorized by the Board of Governors, in accordance with and subject to these By-Laws and the General Club Rules as they may be amended, modified or repealed by the Board of Governors from time to time.
- c. Social Members may convert their Memberships to Golf Memberships as provided in Section 11.08.
- d. As a condition to the sale of a **Social Member’s** Property, the purchaser shall be required to become a Member of the Club as provided in Section 11.10 of Article XI.

11.04 ANNUAL NON-MEMBER, NON-RESIDENT ASSOCIATES

The Club may enter into non-equity, non-transferable annual agreements with individuals who are not Property owners and have completed and submitted an Application for Associate Agreement satisfactory to the Club. The rights, privileges and obligations of such Annual Non-Resident Associates will be determined by the Board of Governors from time to time. Annual Non-Resident Associates may be required to pay a deposit and such annual dues, fees and charges as determined by the Board of Governors from time to time. Annual Non-Resident Associates' rights and privileges shall be limited to the use of Club Facilities to the extent set forth in their annual agreements with the Club. Annual Non-Resident Associates may attend Membership meetings but may not vote on any Club matters, nor serve as a Governor or Officer. Annual Non-Resident Associates have no ownership interest in the Club or Club Facilities and shall not be Members. The Annual Non-Resident Associate's agreement with the Club and his or her rights under that agreement cannot be transferred or assigned by the Associate. Property owners who reside in Stonebridge may not and shall not become Annual Non-Resident Associates.

11.05 FAMILY PRIVILEGES

The Immediate Family of a Member In Good Standing will be entitled to use the Club Facilities in accordance with the Member's Membership category. The Member is responsible for his or her Immediate Family's charges and costs and their conduct, including their adherence to Club Rules and Regulations. An unmarried Member In Good Standing may extend his or her privileges to use of the Club Facilities to his or her Significant Other by designating the Significant Other in writing, to the Secretary of the Club. Only one (1) Significant Other may be designated in any Fiscal Year. The designation of a Significant Other may be terminated by the Member at any time by delivery of a written notice to that effect to the Club Secretary. The Member is responsible for all of the Significant Other's charges and costs and the Significant Other's conduct, including adherence to Club Rules and Regulations. The Member's Significant Other designation shall be subject to approval of the Board of Governors, which approval shall not be unreasonably withheld.

Notwithstanding the foregoing, the rights and privileges afforded by this Section 11.05 are further defined and limited, and may be modified or rescinded, in the General Club Rules, as established by the Board from time to time.

11.06 DISCONTINUED MEMBERSHIP CATEGORIES; NAMES OF CATEGORIES AND ASSOCIATES

The following lists Membership categories as defined in the Club By-Laws dated March, 2007 and June 3, 2008, that have been re-named or modified, and, in certain cases, shall no longer be available to Members or prospective Members. The following also lists the Associate categories

- a. Proprietary Golf Memberships: This category of Membership has effectively been re-named “**Golf Membership**” as referred to in Section 11.02 of this Article XI.
- b. Proprietary Social Memberships and Tennis/Social Memberships: These categories of Membership have effectively been re-named “**Social Membership**” as referred to in Section 11.03 of this Article XI.
- c. Golf “X” Memberships: This subset of Golf Membership is treated as though it were a Social Membership for purposes of (i) voting, (ii) the amount of annual dues and monthly service charges (which are assessed at the Social Member rate for Golf “X” Members), (iii) the use of Club Facilities (which are limited to those set forth in Section 11.03, subparagraph b.), and (iv) the inapplicability of the step down provisions of Section 11.02, subparagraph c. For all other purposes, a Golf “X” Member is a Golf Member and owns a **Golf Membership**, including but not limited to (A) his or her Membership Contribution at the Golf Membership rate, (B) his or her capital assessment at the Golf Membership rate, (C) the sale of his or her golf equity, and (D) the resignation and transfer of his or her Golf Membership.
- d. Non-Proprietary Annual Members: This non-voting, non-equity, non-transferable and non-resident category has effectively been re-named “**Annual Non-Resident Associates**” as referred to in Section 11.04 of this Article XI. This is not a Membership category.
- e. Permanent Non-Proprietary Resident Social Memberships: This category of Membership has effectively been re-named “**Non-Equity Social Members**”. This category of Membership is no longer available to new or prospective Members and is comprised only of those Members in that Membership category as of June 3, 2008 who have retained Membership in the Club by continuing at all times to reside in Stonebridge. Moving out of Stonebridge will effectively cancel and revoke the former resident’s Membership in the Club. Members of this category In Good Standing are entitled to full use of the restaurant, pool, fitness center and other social facilities of the Club except the use of tennis and golf facilities. All **Non-Equity Social Members** shall have the same financial obligations to the Club as **Social Members**. This category of Membership is not transferable by sale, assignment, inheritance or otherwise. Any subsequent purchaser of a Property in which this category of Member resides must acquire, by purchase from the Club, a Golf Membership or, subject to availability, a Social Membership.
- f. Legacy Associates: This is a non-voting, non-transferable and non-resident Associate category reserved for former Members who qualify. The criteria for this association to the Club and the privileges and responsibilities, including financial obligations, of Legacy Associates shall be determined by the Board from time to time. Individuals who qualify to become Legacy Associates may

apply by completing and submitting an Application for Associate Agreement satisfactory to the Club. Legacy Associates' rights and privileges shall be limited to the use of Club Facilities to the extent set forth in their annual agreements with the Club. A former Member will not forfeit any amounts due him or her from the Club on account of his or her resigned or sold Membership merely by becoming a Legacy Associate.

11.07 FORM OF OWNERSHIP

The rights applicable to a Membership shall be held by only one (1) natural person, subject to the exceptions permitted in this Section 11.07. For the convenience of Members and to facilitate the acquisition of a Membership:

- a. A Membership may be held jointly in the names of two (2) natural persons who are married to one another and who hold or, upon purchasing a Property, will hold title to the Property as joint tenants with rights of survivorship or as tenants by the entirety. Both such persons shall be Members entitled to vote the Membership.
- b. A Membership may be held jointly in the names of no more than two (2) natural persons who are not married to one another, who may customarily, but need not, reside together (such as significant others, siblings or parent and child) and who hold or, upon purchasing a Property, will hold title to the Property jointly in both their names with rights of survivorship. Persons meeting these criteria and satisfying the requirements set forth in these By-Laws and such other criteria and requirements established by the Board may receive a Membership Certificate issued in their joint names. The two persons must jointly designate to the Club which one of them will be the Member with full privileges of his or her Membership category. The other person will be deemed the Designated User with full privileges of the Member's Membership category, except that the Designated User's immediate family shall not be included in the defined term "Immediate Family" and shall not qualify for family privileges under Section 11.05. (The Designated User's family shall qualify, however, for guest privileges under Article XII.) The privileges extended to a Designated User may be further limited as provided at the end of this Section 11.07. The Member and the Designated User shall each be bound by the terms and conditions of these By-Laws and the General Club Rules, and they shall be legally responsible, jointly and severally, for all their obligations to the Club. This subparagraph b. shall not be used to circumvent the Club's policies and requirements on such matters as leasing, sale and transfer of Memberships and limiting who may qualify for family privileges under Section 11.05.
- c. A Membership may be held in the name of a corporation, partnership, trust or other form of ownership (each "entity") provided that (i) the entity owns the Property, (ii) under the terms of the entity, no more than one (1) natural

person (no more than two (2) natural persons if they are married to one another or customarily reside together) may exercise Membership privileges and obligations at any given time, (iii) at least one of these natural person(s) resides or will reside on the Property, this/these natural person(s) has substantial and legitimate affiliation to the entity and (iv) the entity satisfies such other requirements as the Board may establish.

For family or estate planning purposes, a Membership issued to a natural person or in the joint names of two (2) natural persons pursuant to Section 11.07, subparagraphs a. or b., may be transferred from him, her or them to an entity, provided that (A) the entity owns the Property, (B) under the terms of the entity, no more than two (2) natural persons may exercise Membership privileges and obligations at any given time, subject to the limitations noted below, (C) at least one of the transferor(s) continues to reside on the Property, (D) the transferors continue to have substantial and legitimate affiliation to the entity and (E) the transferors and the entity satisfy such other requirements as the Board may establish. An entity whose Membership is obtained by transfer pursuant to the immediately preceding sentence of this Section 11.07, subparagraph c., shall not be required to pay an additional Membership Contribution. In acquisitions and transfers meeting these criteria and satisfying the requirements set forth in these By-Laws and such other requirements as the Board may establish, the Membership Certificate may be issued in the name of the entity.

The entity must provide the Club with a breakdown of the entity's ownership and designate in writing the natural person(s), not to exceed two (2), who shall enjoy Membership privileges. These person(s) must have substantial and legitimate affiliation to the entity and at least one of them must reside on the Property. The entity shall designate in writing the person who resides on the Property as the Member with full privileges of his or her Membership category and may designate in writing the second person as the Designated User, with full privileges of the Member's Membership category, except that the Designated User's immediate family shall not be included in the defined term "Immediate Family" and shall not qualify for family privileges under Section 11.05. (The Designated User's family shall qualify, however, for guest privileges under Article XII.) The privileges extended to a Designated User may be further limited as provided at the end of this Section 11.07. Both the Member and the Designated User shall be entitled to vote the Membership. The entity, the Member and the Designated User shall each be bound by the terms and conditions of these By-Laws and the General Club Rules, and they shall be legally responsible, jointly and severally, for all their obligations to the Club. Subject to approval of the Board or its designee, the entity may change its designation of which of these two natural persons is the Member and which is the Designated User, provided the person who becomes the Member resides on the Property. The Board of Governors may limit the

number of times the entity may make this change and establish other requirements and limitations for such a change.

An entity Membership Holder shall be required to notify the Club of any changes in ownership of the entity or the Property. If the majority ownership or control of the entity changes to an unrelated person or entity or if, while still alive, the Member, Designated User or both cease to have a substantial and legitimate affiliation to the entity, the Membership will be considered to have been sold and be subject to the transferability provisions of Section 11.11 of this Article. This Section 11.07, subparagraph c., shall not be used to circumvent the Club's policies and requirements on leasing, sale and transfer of Memberships and limiting who may qualify for family privileges under Section 11.05. An example of a transfer circumventing the Club's policies would be if a Member transferred title to his or her Property to a trust of which he or she was trustee, requested the Club to transfer his or her Membership to that trust and then or later, while still alive, caused his or her two children to be designated the trust's Member and Designated User. Another example of a transfer circumventing the Club's policies would be if a Member transferred title to his or her Property to a corporation of which he or she was the shareholder, requested the Club to transfer his or her Membership to the corporation, then or at a later time, while still alive, transferred the corporation's shares to his or her children, and caused his or her two children to be designated the corporation's Member and Designated User. The use of a trust, corporation or other entity does not change the essence of a transfer, and the transfer in these two examples would be Section 11.11 transfers of Property and Membership from a parent to his or her children, triggering the requirements of Section 11.11.

The Board or its designee shall have sole discretion to determine the purpose and bona fides of any transaction under this Section 11.07 and whether to approve (i) the granting of, or change in, a Membership to two (2) natural persons or an entity, (ii) the designation or change in the designation of persons as "Member" and "Designated User", and (iii) the granting of any waivers under this Section 11.07. The exceptions to only one (1) natural person holding a Membership contained in subparagraphs a., b. and c. of this Section 11.07 and the privileges granted and requirements and limitations established in this Section 11.07 are all subject to adoption of rules, regulations and requirements, and the amendment, further limitation and/or repeal of those rules, regulations and requirements, by the Board in its sole discretion from time to time.

11.08 RIGHT TO UPGRADE

Social Members may upgrade to a **Golf Membership**, subject to availability, by paying the difference between the Membership Contribution that is in effect for a **Golf Membership** and the Membership Contribution that is in effect for a **Social Membership** at the time of the upgrade.

11.09 NUMBERS OF MEMBERSHIPS AND ANNUAL NON-MEMBER, NON-RESIDENT ASSOCIATES

The total number of Golf Memberships, Social Memberships and Non-Equity Social Memberships shall be limited to four hundred fifty (450) as of the Effective Date of these By-Laws. The total number of Golf Memberships (including Golf "X" Memberships) shall be limited to three hundred ninety-eight (398), and the total number of Social Memberships shall be limited to one hundred forty-eight (148). A Membership pertaining to a Property that is held in the names of more than one person shall count as a single Membership, regardless of the number of names on the Membership Certificate.

The total number of Annual Non-Resident Associates shall be limited to sixty (60) at any time, of which a maximum of fifty (50) may contract to use the Club Facilities available to Golf Members and a maximum of ten (10) may contract to use the Club Facilities available to Social Members. The Board may limit the number of Legacy Associates from time to time.

11.10 MANDATORY MEMBERSHIP

- a. Any person(s) or entity that acquires a Property shall be required to acquire a Golf Membership or Social Membership. Any person(s) or entity that transfers a Property or from whom a Property is transferred (such as by inheritance or divorce) shall notify the Club in writing of the transfer no later than ten (10) days prior to the transfer.
- b. All prospective Members must submit an Application for Membership. An Application for Membership must be fully completed and must be accompanied by a check or other tender of payment in the amount of the Membership Contribution then in effect, as well as a non-refundable application fee to be established by the Board of Governors from time to time.
- c. After receiving the application materials and the required payment, the Board of Governors will determine or cause to be determined whether the applicant has satisfied the terms and conditions of Membership in the Club. If such applicant has satisfied those terms and conditions, such applicant will be notified, in writing, that the application has been acted upon favorably. If it is determined that such applicant has not satisfied those terms and conditions, such applicant will be notified that the application is deficient and the steps necessary to cure any such deficiencies. Applications for Membership may be rejected for administrative purposes only, unless, pursuant to Stonebridge's Amended and Restated Declaration of Covenants and Restrictions, an applicant shall not be qualified to purchase a Property.

11.11 RESIGNATION AND TRANSFER OF MEMBERSHIP

- a. No Member who is the owner of a Property and holds a Membership of any category in the Club may resign unless and until such Property is conveyed to a purchaser who has acquired a Membership. All Members of any category seeking to resign must submit their resignation in writing, setting forth the name and address of the prospective purchaser of their Property and whether or not the Member intends to sell and the purchaser intends to purchase the Member's Membership Certificate. Upon transfer of the Property the selling Member shall resign and surrender his or her Membership Certificate to the Club Secretary. If a Membership Certificate is being sold by a Golf "X" Member to his or her Property's purchaser, the purchaser will be issued a regular Golf Membership Certificate.
- b. The amount to be paid to the Club by a purchaser of a Membership shall be the amount in effect on the Property's closing date as the Membership Contribution for the Membership category to be purchased.
- c. Upon resignation by a Member, the Membership Certificate will be deemed transferred to the Club. Except for transfers permitted by Section 11.07 c., this Section 11.11 and Section 11.12, any attempted transfer of a Membership Certificate by an owner to any third party shall be void and of no legal effect. A Member who sells his or her Property may direct the Club to transfer his or her Membership Certificate to the purchaser provided (i) such purchaser has submitted an Application for Membership, (ii) shall have been approved for Membership and (iii) shall have paid all amounts required to be paid by new applicants for Membership. Upon satisfaction of the foregoing criteria by the prospective Member, Membership shall be conferred upon him or her, and the Secretary of the Club will cancel the Membership Certificate of the resigned Member and issue a new Membership Certificate to the new Member.
- d. The resigning Member shall surrender his or her Membership Certificate to the Club's Secretary upon the closing of title to the Property and the purchaser's acquisition of a Membership from the Club. If the resigning Member cannot surrender his or her Membership Certificate, the Membership Certificate shall be deemed to have been surrendered, canceled and be null and void. The Club shall not be obligated to pay the resigning Member pursuant to subparagraphs e. and f. hereof for his or her Membership until that Membership has been sold and paid for in full. Sales of resigned Memberships shall be sequenced on the basis of seniority, the first resignation being the first sale, provided, however, that sales of resigned Memberships are permitted only after the sale of those Memberships of which the Club became owner or which the Club has acquired.
- e. Except as otherwise provided in subparagraph 11.11d. above, upon the Club's issuance of a new Membership Certificate to the purchaser of an outgoing

Member's Property, the Club shall promptly remit the amount due the outgoing Member on account of his or her surrendered Membership.

- f. Amounts Due to Prior Member Upon Resignation and Transfer: For purposes of this subsection, "Approval Date" is defined as the date on which the Membership approves this amended subsection 11.11 f.; and "Implementation Date" is defined as the date that is two years after the Approval Date.
- (i) For any former Member who has surrendered his or her Membership to the Club, and whose surrendered Membership has not yet been resold, the amount due to that resigned Member at the time his or her Membership is resold shall be eighty (80%) percent of the amount of the equity contribution component of the Membership Contribution paid to the Club by the new purchaser of the surrendered Membership.
 - (ii) For any outgoing Member whose Membership predates the Approval Date, the amount due to such Member on account of his or her surrendered Membership, which Membership was acquired by the new purchaser of the outgoing Member's Property after the Approval Date and prior to the Implementation Date, shall be Twenty Thousand Dollars (\$20,000) if the surrendered Membership is a Golf Membership and the acquiring Member is a Golf Member; and (ii) Eight Thousand Dollars (\$8,000) if the surrendered Membership is a Social Membership. The amount due to such Member on account of his or her Membership, which Membership was surrendered on and after the Implementation Date, shall be eighty (80%) percent of the equity contribution component of the Membership Contribution paid to the Club by the new purchaser of the Property in consideration of the purchase of a Membership.
 - (iii) For any outgoing Member whose Membership commenced on or after the Approval Date, the amount due to such Member on account of his or her surrendered Membership shall be eighty (80%) percent of the amount of the equity contribution component of the Membership Contribution paid to the Club by the new purchaser of the Property in consideration of the purchase of a Membership.

In all cases, the amount due the outgoing Member shall be further reduced by any amounts the outgoing Member owes the Club. Notwithstanding the foregoing, an outgoing Non-Equity Social

Member shall not be due any amount on account of his or her surrendered Membership.

11.12 TRANSFER UPON DEATH OR DIVORCE

- a. Unless otherwise specified in the Application for Membership or the Membership Certificate issued by the Club, any Membership issued in joint names shall be presumed to be held in joint tenancy with rights of survivorship, and the survivor shall remain a Member so long as such survivor is the record owner of a Property. Upon the death of a Member whose Membership is not held in joint names, the legatee or heir of the deceased Member who inherits the Property (through operation of law, implementation of a will or trust or otherwise) may acquire the deceased Member's Membership upon completion of such documents as the Club may require without the payment of any additional Membership Contribution, as long as such heir or legatee is otherwise eligible for Membership in the Club and pays all amounts due the Club by the deceased Member's estate. The Board shall have sole discretion to determine the bona fides of such a Membership transfer and whether to grant approval thereof.
- b. Notwithstanding the failure of such legatee or heir to acquire a Membership, the estate of the deceased Member, the Designated User, if any, and the entity Membership Holder, if any, shall continue to be obligated for all dues, fees, charges, Legal Costs, and assessments as the same shall become due pending a sale of the Property or other disposition of the Membership.
- c. In the event Members are legally separated or divorced, title to the Membership, including all rights and benefits given to the holder thereof, shall vest in the spouse awarded the Property by judicial determination or settlement, provided such spouse fulfills the eligibility requirements for Membership in the Club. Both of the divorced or legally separated Members shall be required to give written notice to the Club designating the person who is entitled to the rights and privileges of the Membership within five (5) days after the divorce or legal separation is declared final. Until written notice has been provided to the Club, each spouse shall remain jointly and severally responsible for the payment of all dues, fees, charges, Legal Costs and assessments associated with the Membership. Upon termination of cohabitation, only one Member may use the Membership. If both parties fail to designate one person, the Membership privileges shall be utilized by the resident on the Property who shall be deemed to be the Member entitled to use the Club Facilities. The Club will not be involved in any dispute regarding the separation or divorce and reserves the right to suspend all Membership privileges if the spouses disagree over which spouse retains the Membership privileges.

11.13 OWNERSHIP OF MULTIPLE PROPERTIES

- a. A Member who owns two or more adjacent Properties and combines them to build a residence on the combined Properties shall be required to maintain one Membership for each Property and to pay the Membership Contribution, dues, assessments and other charges and costs for each such Membership, except that for so long as only one residence remains on the combined Properties, the Member shall be responsible for the annual food and beverage minimum for only one Membership.
- b. A Member who owns two or more Properties and does not combine them shall be required to maintain one Membership for each Property and to pay the Membership Contributions, dues, assessments and other charges and costs for each such Membership.

ARTICLE XII GUEST AND LESSEE PRIVILEGES

12.01 GUEST PRIVILEGES

- a. Guests of Members In Good Standing and Associates In Good Standing may be extended guest privileges subject to applicable guest fees, charges and the General Club Rules established by the Board of Governors from time to time. Guest privileges may be denied, withdrawn or revoked at any time for reasons considered sufficient by the Board of Governors, in its sole and absolute discretion. A houseguest is defined as a guest temporarily residing on a Member's Property. All other guests of a Member or an Associate shall be considered day guests.
- b. Members and Associates are responsible for the conduct of their guests and for all fees and charges incurred by their guests. The privileges extended in this Section 12.01 shall be limited to the use of Club Facilities to no greater extent and upon no better terms than the hosting Member or Associate and may be further limited, amended or rescinded by the General Club Rules as established by the Board from time to time.

12.02 LESSEE PRIVILEGES

A Member's ability to designate his or her lessee to use his or her Membership is subject to and must be implemented in accordance with the General Club Rules as promulgated by the Board of Governors from time to time. The Member will not be entitled to use the Membership while his or her lessee is designated to use the Membership. The Member shall be responsible for the lessee's conduct and for all dues, fees and charges incurred but not paid by the lessee. Absent Board approval, a Member may designate his or her lessee to use his or her Membership only if and so long as the Member is and remains In

Good Standing and only if the lessee has not had use of the Club Facilities as a lessee for any length of time previously during any two (2) Fiscal Years. For this limitation to apply, the two prior Fiscal Years need not have been consecutive and the lessee need not have leased the same Property from the same leasing Member. The privileges extended to a lessee in this Section 12.02 shall be limited to the use of Club Facilities to no greater extent and upon no better terms than the leasing Member and may be further limited by the General Club Rules established by the Board from time to time.

ARTICLE XIII FISCAL YEAR

The Fiscal Year will constitute the twelve (12) month period commencing November 1 and ending on October 31. The Fiscal Year may be changed at any time by majority vote of the Board of Governors. Prior to the beginning of each Fiscal Year, the Board of Governors will determine the dues and other charges for each upcoming Fiscal Year.

ARTICLE XIV DUES, FEES AND CHARGES

14.01 STATEMENT OF MEMBER CHARGES

An itemized statement of any dues, fees, assessments and charges (including any fines and Legal Costs) shall be sent monthly to each Member and Associate. In the case of an entity Membership Holder other than an individual or family trust, all amounts owed to the Club shall be paid by checks written on the Member's account, not the entity's account. Any Member, Designated User, entity Membership Holder or Associate who fails to pay his or her indebtedness to the Club when due shall be subject to appropriate actions which may be taken by the Board of Governors including, but not limited to, the loss of his or her In Good Standing status, his or her suspension, and/or the imposition of interest and late charges as determined appropriate by the Board of Governors. As a condition to restoring his or her In Good Standing status or lifting his or her suspension, the Member, Designated User and/or entity Membership Holder or the Associate shall pay all outstanding indebtedness to the Club. The failure of any Member, Designated User or entity Membership Holder to pay dues, fees, charges or assessments for a period of six (6) months shall result in an automatic assignment to the Club by the defaulting Member, Designated User and/or entity Membership Holder of his, her or its Membership's equity contribution component as collateral security for the amount in arrears. Such assignment shall not affect such Member's status as a Member of the Club nor does such transfer relieve the Member, Designated User or entity Membership Holder of his/her/its outstanding indebtedness to the Club or any future obligations as they may continue to accrue, or relieve any other person or entity liable for the indebtedness.

If the Board of Governors reasonably determines that a Member, a prospective Member or an Associate constitutes an unacceptable credit risk at any time, the Board of

Governors may require the Member, prospective Member or Associate to post and maintain a reasonable advance security deposit acceptable to the Board of Governors. Such determination may include the imposition of a service charge.

14.02 LIENS

- a. The Club shall have a security interest under the Code in the Membership of a Member, a Designated User and/or an entity Membership Holder for any unpaid dues, fees, assessments, fines, Legal Costs and charges, and such security interest shall be granted under the Application for Membership submitted by a prospective Member, prospective Designated User and/or prospective entity Membership Holder. This security interest shall serve to secure unpaid dues, fees, assessments, fines, Legal Costs and charges incurred by the Club incident to the collection of such dues, fees, assessments, fines, Legal Costs and charges or the enforcement of payment of the requisite amounts due from the Member, Designated User and/or entity Membership Holder under the security interest, whether or not legal proceedings are initiated. This security interest may be perfected by either or both of (i) expressly acknowledging the security interest on the Membership Certificate, and noting its existence and amount, where applicable, on the Membership records of the Club, and (ii) filing a Code financing statement with the appropriate public registries. In this regard, each Member, Designated User and entity Membership Holder does hereby irrevocably make, constitute and appoint the Club and any of its Officers, employees or member of the Board to sign the name of the Member, Designated User and/or entity Membership Holder on any financing statement, renewal financing statement, notice or other similar document which in the Club's opinion will assist it in perfecting the security interests granted to it in the Membership. If any default shall occur in the payment of any dues, fees, assessments, fines, Legal Costs or other charges owed to the Club by a Member, Designated User and/or entity Membership Holder, the Club shall have the remedies of a secured party under the Code. The Club shall give the Member at least five (5) days notice of the time and place of any public sale or of the time after which any private sale or other intended disposition of the Membership is to be made. Notice so given shall constitute reasonable notice to the Member, the second Member on the Membership Certificate, if any, the Designated User, if any, and the entity Membership Holder, if any. The Club may also, at its option, sue to recover a money judgment for unpaid dues, fees, charges, assessments, fines and Legal Costs without waiving its security interest.
- b. In addition to the foregoing, any and all Club dues and Club assessments levied by the Club are hereby declared to be a charge and continuing lien upon the Property against which such Club dues and Club assessments are levied. Club dues and Club assessments levied against a Property, together with Legal Costs, shall be the personal obligation of the owner of each such Property assessed. Said lien shall be effective only from and after the time of the

recording amongst the Public Records of the County of a written acknowledged statement by the Club setting forth the amount due to the Club as of the date the statement is signed. In addition to all other remedies authorized by law, the Club shall have the right to file an action in equity to foreclose its lien. The lien may be foreclosed by an action in the name of the Club in like manner as a foreclosure of a mortgage on the Property.

- c. No Member, Designated User or entity Membership Holder shall be permitted to create, incur, assume or suffer to exist upon his, her or its Membership any liens or security interests whatsoever other than the lien and security interest of the Club.

14.03 CAPITAL ASSESSMENTS

Assessments for capital improvements of the Club shall be levied on Members and Associates as follows:

<u>Category</u>	<u>Amount of Assessment</u>
i) Golf Members and Golf “X” Members	100% of amount levied
ii) Social Members	100% of amount levied for all items other than major golf course construction or renovation; 50% of amount levied for all major golf course construction or renovation
iii) Annual Non-Resident Associates	To be determined by the Board of Governors
iv) Non-Equity Social Members	Same as Social Members (ii above)

**ARTICLE XV
DISCIPLINE**

15.01 STANDARDS OF CONDUCT

The conduct of any Member (which term includes Designated Users and entity Membership Holders for purposes of this Article XV), Significant Other or Associate or any of their family members, guests, contractors or lessees that is deemed to be improper or likely to endanger the welfare, safety, harmony or good reputation of the Club or its

Members may be reported by any Governor, the President or the General Manager on behalf of the Club or any affected individual, including but not limited to an aggrieved Member, Significant Other, Associate, Club employee or Club contractor, to the chairperson of the Grievance Committee (referred to in this Article XV as "Committee"). The complaint must be in writing and in sufficient detail to reveal the nature and extent of the alleged offending behavior. The Committee shall take such action as it deems appropriate in accordance with the provisions of Section 15.02 of these By-Laws and such General Club Rules regarding grievance procedures as the Board may establish from time to time.

15.02 GRIEVANCE COMMITTEE PROCEDURE

- a. The Committee shall investigate and, as it deems necessary, hear and determine all matters concerning alleged violations of the By-Laws, General Club Rules and/or alleged misconduct committed by any Member, Significant Other, or Associate or any of their family members, guests, contractors or lessees which may be prejudicial to the Club. All grievance complaints shall be in writing and referred, in the first instance, to the Committee. Upon determining that it wishes to proceed upon a complaint, the Committee shall give reasonable notice, in writing, to the accused Member or Associate of its intention so to proceed, which notice shall specify the nature of the charges (including a detailed description of the alleged events underlying the charges) and the time and place where the hearing will take place.
- b. The Committee, after a hearing, shall make its written recommendation to the Board of Governors. The Board of Governors shall be the sole judge of what constitutes improper conduct or conduct likely to endanger the welfare, safety, harmony or good reputation of the Club or its Members and shall take such action as it deems appropriate in its sole and absolute discretion. Written notice of the determination of the Board shall be sent to the Member or Associate so charged, setting forth, in detail, its findings within three (3) days of its final determination. The Member or Associate so affected, upon written request to the Board of Governors within ten (10) days of his/her receipt of the determination of the Board, shall have the right to an appeal to the Board which may consist of an original review by the Board of the Committee's findings and recommendations or such other procedural activity the Board may deem appropriate under the circumstances. An accused shall be entitled to representation before the Committee and the Board of Governors, and the representative need not be an attorney. All proceedings at every level shall be confidential unless the accused (and, if the accused is not a Member, the accused and the Member responsible under the By-Laws for the accused's conduct) demands otherwise, in writing, in which case the request shall be honored.

- c. For purposes of this Section 15.02, written notice to a Member or Associate shall constitute notice to the accused where the accused is a Significant Other, family member, guest, contractor or lessee of such Member or Associate.

15.03 SUSPENSION, CHARGES AND FINES

The Board of Governors may suspend a Member, a Membership, a Significant Other, family members, guests or lessees of a Member, and/or an Associate from some or all of the privileges of Membership or being an Associate for a period of time as determined by the Board of Governors, provided however, that any suspension resulting from a failure to pay outstanding obligations to the Club shall continue until such time as payment, including any Legal Costs, interest and penalties, is paid. Dues and other obligations to the Club shall continue during such suspension and must be paid in full when due. In addition to or instead of suspension, the Board may (a) fine a Member or Associate; (b) charge the Member or Associate with any losses incurred by the Club as a consequence of the actions or inactions of the Member or Associate or any of their Significant Others, family members, guests, contractors or lessees; and/or (c) terminate the relationship between the Club and the Associate.

15.04 IN GOOD STANDING

As used in these By-Laws, a person or entity **“In Good Standing”** means a Member, Associate, Significant Other, Governor or Officer who, subject to such discretion as the Board may exercise or allow, has not been (a) suspended for non-payment of dues, fees, assessments, fines, charges, Legal Costs or any other financial obligation owed to the Club; or (b) fined, suspended or otherwise limited in his or her Club privileges and/or use of Club Facilities as the result of a grievance determination pursuant to this Article XV.

ARTICLE XVI MISCELLANEOUS

16.01 INDEMNIFICATION OF OFFICERS, GOVERNORS AND COMMITTEE MEMBERS

Officers, Governors and members of authorized committees of the Club are indemnified, except as limited by law, by the Club for actions taken during the course of their tenure as Officers, Governors and/or committee members. The Club shall maintain adequate insurance coverage for Governors, committee members, Officers, and members of authorized committees of the Club, who shall not be liable for debts of the Club.

16.02 PREREQUISITE TO LITIGATION

The observance and completion of each of the following procedural steps are mandatory and are jurisdictional prerequisites to the institution of any judicial or other proceedings

against the Club concerning or involving the Club's Articles of Incorporation, its General Club Rules, its By-Laws or its operation:

- a. A Member aggrieved by any incident or issue which concerns or involves the Club's Articles of Incorporation, its General Club Rules, its By-Laws or its operation shall detail, in a written complaint, the incident or issue to the Secretary, who shall report the complaint to the Board at its next regular meeting. The Board shall direct the standing committee that most closely has jurisdiction over the incident or issue to hear and determine the complaint.
- b. The designated committee shall, within thirty (30) days, call a meeting to investigate the complaint. The aggrieved Member shall be afforded a full hearing and opportunity to present witnesses and exhibits. After the hearing is completed, the committee will provide a recommendation to the Board. The Board shall then meet and render a decision within fifteen (15) days and shall send copies of the decision to the Secretary and to the Member by Certified Mail – Return Receipt Requested.
- c. If the Member is not satisfied with the Board's decision, the Member may, within twenty (20) days of receipt of the decision, file a notice of objection with the Secretary, who shall promptly refer the notice of objection to the Grievance Committee for a full review. The Grievance Committee shall, within thirty (30) days of the referral, call a meeting at which the Member shall be afforded a full opportunity to present witnesses and exhibits in support of the Member's position. Within fifteen (15) days after the hearing is concluded, the Grievance Committee shall send copies of its written decision to the Secretary and to the Member by Certified Mail – Return Receipt Requested.
- d. After receipt of the Grievance Committee's decision, if the Member is still not satisfied, he or she may within twenty (20) days file a further written notice of objection with the Secretary. The Secretary will promptly report the objection to the Board, which shall, within thirty (30) days after their next regular meeting, afford the Member a full hearing by the Board at which the Member may again present witnesses and exhibits. Within fifteen (15) days after the hearing is concluded, the Board shall send copies of its written decision to the Secretary and to the Member by Certified Mail – Return Receipt Requested.
- e. For purposes of this Article XVI, the term "Member" includes his or her Designated User, if any, and his or her entity Membership Holder, if any. All notices of any hearings and copies of all decisions shall be directed to the first address listed for the Member in the Club's official roster, unless the Member shall specify a different address in his or her original statement of complaint.

16.03 MEMBERS' ACTIONS AGAINST CLUB

- a. Each Member agrees that if any legal proceeding, including a counterclaim or cross claim, is brought by the Member against the Club, the prevailing party will be entitled to recover reasonable attorney's fees, court costs and all expenses even if not assessable as court costs (including all such fees, costs and expenses incident to appeals and Legal Costs if the Club is the prevailing party), incurred in that action or proceeding in addition to any other relief to which such party may be entitled. Such matters will be submitted to a court of competent jurisdiction. By virtue of submitting an Application for Membership and/or Membership in the Club, each Member and the Club voluntarily and intentionally waive the right either may have to a trial by jury in respect of any dispute or litigation (including but not limited to any counterclaims, cross claims or third party claims) based on, or arising out of, under or in connection with Membership in the Club or any course of conduct, course of dealing, statement(s) whether verbal or written, or actions of either party.
- b. In the event a Member, or any immediate relative of a Member, commences a legal action or files a counterclaim or cross claim against the Club or the Board of Governors, such Member shall be prohibited from holding any elected or appointed office for so long as the legal action is outstanding. Upon final disposition of such legal action the right of the Member to hold office shall be restored. In the event such Member is a member of the Board of Governors or holds an elected or appointed office, the commencement of such legal action or filing of a counterclaim or cross claim shall be deemed an automatic resignation of that Member from the office then held by such Member.

ARTICLE XVII AMENDMENTS

17.01 BY MEMBERS

These By-Laws may be altered, amended, or repealed only by: (a) a majority vote of all of the members of the Board of Governors, and (b) a majority of the votes cast by the Members, in person or by proxy, at any duly called and constituted Annual or Special Meeting of the Members, at which a quorum of the Members is present, either in person or by proxy. The proposed amendment must be set forth in its entirety in the notice of meeting.

EXHIBIT 4

Prepared By and Return To:
Timothy H. Olenn, Esq.
7900 Glades Road
Suite #435
Boca Raton, FL 33434
Wasserman

Property Appraisers Parcel ID#
00-41-43-36-01-000-1150
Consideration: \$10.00

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED executed on the 14 day of August, 2025 shown below, by **Marianne Wasserman, an unmarried widow and Geoffrey Wasserman and Aneesa Wasserman, husband and wife**, whose address is 10192 Shireoaks Lane, Boca Raton, FL 33498 first party, to **Marianne Wasserman, an unmarried widow** whose address is 10192 Shireoaks Lane, Boca Raton, FL 33498, second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the said first party, for and in consideration of the sum of \$10.00 (TEN DOLLARS) in hand by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land situate, lying and being in the County of Palm Beach, State of Florida, to-wit:

Lot 115 of STONEBRIDGE, PLAT NO. 1, according to the Plat thereof as recorded in Plat Book 49, page 112, Public Records of Palm Beach County, Florida

This deed is being prepared without the benefit of a title search or examination and is based on the-statements of the grantor.

TO HAVE AND TO HOLD the same together with all and singular appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the said first party, either in law, to the only proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first above written.

Witnesseth:

Heather Bilodeau
Witness 1 Signature

Marianne Wasserman
Marianne Wasserman

Heather Bilodeau
Witness 1 Print Name
Witness 1 Address:
7900 Glades Rd. Ste 435
Boca Raton, FL 33434

Geoffrey Wasserman
Geoffrey Wasserman

[Signature]
Witness 2 Signature

Aneesa Wasserman
Aneesa Wasserman

Timothy H. Olenn
Witness 2 Print Name
Witness 2 Address:
7900 Glades Rd. Ste 435
Boca Raton, FL 33434

State of: Florida
County of: Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 14 day of August, 2025 by Marianne Wasserman, Geoffrey Wasserman and Aneesa Wasserman who is/are personally known to me or has/have each produced a FL driver's license as identification.

Heather Bilodeau
Notary Public
My commission expires: _____

