

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

FOR SAN MARCO AT WESTCHESTER HOMEOWNERS ASSOCIATION, INC.

THIS AMENDED AND RESTATED DECLARATION is made this ___ day of _____, 2015 by SAN MARCO HOMEOWNERS ASSOCIATION, a Florida corporation, whose address is 7251 Lugano Drive, Boynton Beach, Florida, 33437, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Palm Beach County, Florida, more particularly described in Exhibit "A" affixed hereto and made a part hereof, and is desirous of subjecting such real property to the covenants, conditions and restrictions hereinafter set forth, each and all of which are for the benefit of such property and each present and future owner and shall apply to and bind every present and future owner of said property and their heirs, successors and assigns, and,

NOW, THEREFORE, Declarant hereby declares that the real property described in Exhibit A is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth in Florida Statutes Section 720 as may be amended from time to time.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to SAN MARCO HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns.

Section 2. "Common Area" shall mean all real property (and interests therein and improvements thereon) and personal property owned or leased by or dedicated to the Association for the common use and enjoyment of the owners. The Common Area shall consist of Streets, Easements and Tracts dedicated to the Association in the Plat of Pipers Glen Pods "F" and "H" as recorded in Plat Book 77, Page 98-100, of the Public Records of Palm Beach County, Florida.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 4. "Properties" shall mean and refer to that certain real property described in Exhibit "A" affixed hereto and made a part hereof, and such additions thereto as may be hereafter brought within the Jurisdiction of the Association.

Section 5. "Unit" shall mean each platted lot upon the Properties on which a single family, residential dwelling has been constructed and conveyed by recorded deed to a purchaser thereof (unless otherwise specifically stated to the contrary in such deed). No subdivision of a Unit shall be permitted, and no alienation, transfer, demise, sale or lease of a portion of a Unit shall be permitted. Any such alienation, transfer, demise, sale or lease must be of an entire Unit. The legal description of each Unit shall reference the plat recorded in the Public Records for the Properties.

Section 6. “Declarant” shall mean and refer to SAN MARCO HOMEOWNERS ASSOCIATION, INC., a Florida corporation, its specific successors and/or assigns.

Section 7. “Articles and Bylaws”. Amended and Restated Articles of Incorporation for the Association have been filed with the Florida Secretary of State, in the form attached hereto as Exhibit B, and Amended and Restated Bylaws for the Association were adopted in the form attached hereto as Exhibit C.

Section 8. “Public Records” shall mean the Public Records of Palm Beach County, Florida, as recorded in the Clerk of the Circuit Court’s office thereof.

Section 9. “Institutional Mortgagee” shall mean a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, and agency of the United States Government, a mortgage banker, any other lender generally recognized as an institutional-type lender, or developer, holding a mortgage on a Unit.

Section 10. “Plat” shall mean the Plat of Pipers Glen – Pods “F” and “H” as recorded in Plat Book 77, Page 98-100, of the Public Records of Palm Beach County, Florida.

Section 11. “Master Association” shall mean and refer to the Westchester Community Master Association, Inc., see Article XVII hereof for further information.

ARTICLE II
ANNEXATION, WITHDRAWAL, VACATING AND DISSOLUTION

Section 1. Annexation by Members. Additional real property may be annexed with the consent of two-thirds (2/3rds) of the vote of the members present, or represented by proxy, at a members meeting and with applicable governmental approvals. Such annexed lands shall be brought within the scheme of the Amended and Restated Declaration by the recording of a short form Notice of Declaration which shall be recorded in the Public Records. The short form of the Notice of Declaration shall refer to this Amended and Restated Declaration and shall, unless specifically otherwise provided, incorporate by reference all the terms, protective covenants and conditions of this Amended and Restated Declaration, thereby subjecting said annexed lands to such terms, covenants, conditions and restrictions as fully as though said annexed lands were described herein as a portion of the Properties. Such Notice of Declaration may contain such additions or modifications of the covenants and restrictions contained in this Amended and Restated Declaration as may be necessary to reflect the different character, if any, of the added land and as are not inconsistent with the scheme of this Amended and Restated Declaration. In no event, however, shall such a notice of Declaration revoke, modify or add to the covenants established by this Amended and Restated Declaration as to the Properties.

Section 2. Dissolution. In the event of the dissolution of the Association, other than incident to a merger or consolidation, any Member may petition the Circuit Court of the Fifteenth Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the Properties.

Section 3. Termination of the Association. In the event of the dissolution of the Association, for whatever reason other than merger or consolidation as provided for herein, any Member may petition the Circuit Court of the Fifteenth Judicial Circuit of the State of Florida for the

appointment of a Receiver to manage the affairs of the Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association, the Property and Common Areas.

ARTICLE III **COMMON AREA**

Section 1. Exclusive Use of Common Area. Due to the configuration of the boundary lines of certain of the Units in order to comply with the applicable governmental building and zoning codes, small parcels of land were not included within the boundaries of a Unit and, therefore become a portion of the Common Area. Since these small parcels are isolated from the Common Areas, it may be necessary to provide access to these areas to the Association in order to maintain these small parcels of Common Area. The Association reserves the right to grant such easements of use upon such isolated parcels as the Association determines in the Association's sole discretion.

Section 2. Property Rights. Except with respect to any portion of the Common Area subjected to an exclusive use of easement as referenced in Section 1 of this Article, each Owner shall have a right and easement of enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to and pass with the title of each Unit, subject to the right of the Association to adopt rules and regulations governing the use and enjoyment thereof, and the right of the Association to grant permits, licenses and easements thereover for utilities, roads and other purposes reasonably necessary or useful for the maintenance or operation of the Properties.

ARTICLE IV **MEMBERSHIP AND VOTING RIGHTS**

Section 1. Membership. Every Owner of a Unit shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

Section 2. Voting. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Unit.

Section 3. Voting Members. Every Owner shall be a member of the Association.

Notwithstanding such membership, only representative members, known as the "Voting Members," shall be entitled to vote on behalf of all the members of the Association at meetings of the members of the Westchester Community Master Association, Inc.

Section 4. Rules and Regulations/Sanctions. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Property which rules and regulations shall be consistent with the rights and duties established by this Amended and Restated Declaration, and may impose reasonable monetary fines pursuant to Florida Statutes Chapter 720 as may be amended from time to time or suspend the right to vote or both. Fines in the aggregate may exceed \$1000.00.

ARTICLE V
COVENANT FOR ASSESSMENTS

Note: With respect to the lien rights and liabilities hereinafter provided, such rights and liabilities shall encompass not only a particular Unit, but shall also encompass any additional real property rights which may have been granted to a Unit Owner in accordance with Section 1 of Article III of this Amended and Restated Declaration of Covenants.

Section 1. Payment of Assessments. Each Owner of a Unit, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner, shall hereafter be deemed to have covenanted and agreed to pay the Association the following dues, fees, charges and assessments, subject to the provisions of Section 3 of this Article:

(a) Any annual assessment or charge for the purpose of operating the Association and accomplishing any and all of its purposes;

(b) Any special assessments for emergencies, or non-recurring expenses; such assessments shall be in equal amounts against the Owners of each Unit;

(c) Charges incurred in connection with the enforcement of any of the terms and conditions hereof, including interest at the highest rate permitted by law, costs, and reasonable attorney fees may be levied as a special assessment against the Unit. Any special assessment levied against the Unit shall be due and payable upon presentment and shall go into default in the event said special assessment remains unpaid for a period in excess of thirty (30) days after levied. When in default, said special assessment shall be collectable as a common assessment against the Unit and shall include late fees, interest and reasonable attorney fees and is lienable in accordance with the provisions hereof whether or not litigation is commenced.

(d) Fees or charges that maybe established for such purpose deemed appropriate by the Board of Directors of the Association;

(e) Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. Such assessments shall be in equal amounts against the Owners of each Unit; and

(f) Charges necessary to comply with the Association's responsibilities as a member of the Master Association as more specifically set forth in Article XVII hereof.

(g) Upon the conveyance of each Unit to any Person, other than the Association; or an Institutional First Mortgagee acquiring title by foreclosure or deed in lieu of foreclosure, the purchasing Owner shall pay to the Association a one-time, non-refundable sum equal to one-fourth of the annual assessment, as a working capital contribution ("Contribution") to the Association. The Contribution shall not be considered an advance payment of Assessments and shall be placed in a working capital fund so that the Association will have funds for capital expenditures, reserves, as well as shortfalls in operating expenses. If an Owner transfer's title to a Unit for bona fide estate planning purposes, the transferee shall not be required to contribute a Working Capital Contribution. The Contribution is in addition to the annual assessment and it shall be collectable in the same manner as an assessment in accordance with the provisions of this Declaration as may be amended from time to time.

Section 2. Creation of the Lien and Liability of Owner. Each Owner of any Unit by acceptance of a deed or instrument of conveyance for the acquisition of title to a Unit, whether or not it shall be expressed in such deed or instrument, is deemed to covenant and agree that the annual and special assessments, or other charges and fees set forth in Section I hereof, together with the interest, late fees, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Unit which relates back to the recording of the original Declaration recorded at Official Records Book 9474, page 284 of the Public Records of Palm Beach County, Florida against which each such assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records, stating the description of the Unit, name of the Owner, amount due and the due dates. Each such assessment, together with interest, late fees, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due, as well as his/her heirs, legal representatives, successors and assigns.

Section 3. Establishment of Assessments. The Board of Directors of the Association shall approve and establish all sums which shall be payable by the members of the Association in accordance with the following procedures:

(a) Annual assessments against the Owners of all the Units shall be established after the adoption of an operating budget, and written notice of the amount and date of commencement thereof shall be given to each Owner not less than thirty (30) days in advance of the date thereof. Annual assessments shall be payable at such time or times as the Board of Directors shall direct, which shall be monthly unless otherwise directed;

(b) Special assessments against the Owners and all other fees, dues and charges, including assessments for the creation of reasonable reserves, may be established by the Board of Directors at any regular or special meeting thereof, and shall be payable at such time or times as the Board of Directors shall direct;

(c) The Board of Directors may, from time to time, establish by a resolution, rule or regulation, specific fees, dues or charges to be paid by Owners for any special or personal use of facilities, or to reimburse the Association for expenses incurred in connection with the enforcement of any of the terms of this Amended and Restated Declaration. Such sums shall be payable by the affected member at such time or times as shall be established by the resolution, rule or regulation; and

(d) The Association shall prepare a roster of the Units and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. The Association shall, upon request, furnish any Owner a certificate in writing signed by an officer of the Association, setting forth whether her/his assessment has been paid and/or the amount which is due as of any date. As to parties without knowledge of error, who rely thereon, such certificates shall be conclusive evidence of payment or partial payment of any assessment therein stated having been paid or partially paid.

Section 4. Effect of Nonpayment of Assessments; Remedies of the Association. If any assessment is not paid within thirty (30) days after the due date a late fee of \$25.00, beginning from the due date, may be levied by the Board of Directors for each month the assessment is unpaid. The Association may at any time thereafter bring an action at law against the Owner

personally obligated to pay the same, and/or foreclose the lien against the property. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the assessment interest at the highest legal rate, late fees, and all attorneys fees and costs, and all other costs and expenses required to collect same. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Unit.

Section 5. Subordination of the Lien to Mortgages. As hereinabove provided in Section 2, the lien of the Association for assessments and other charges of the Association becomes effective from and after recording of a Claim of Lien in the Public Records. This lien of the Association shall be subordinated to a first mortgage on any Unit or to a first mortgage by an Institutional Mortgagee on any Unit, which mortgage is recorded in the Public Records prior to any said Claim of Lien against the same Unit being recorded in the Public Records. A lien for assessments shall not be affected by any sale or transfer of a Unit, provided, however, that in the event of a sale or transfer pursuant to a foreclosure of a first mortgage, a foreclosure of a bona fide first mortgage held by an Institutional Mortgagee, or a deed in lieu of foreclosure of a first mortgage or of a first mortgage held by an Institutional Mortgagee, the acquiree of title, his/her successors and assigns, shall be liable for assessments pertaining to the Unit or chargeable to the former Owner of the Unit which became due prior to such sale or transfer pursuant to Florida Statutes Section 720.3085 as may be amended from time to time with the intent to apply these provision retroactively and Florida Statutes Section 720 as may be amended from time to time with the intent to apply these provisions retroactively. However, any such unpaid assessments for which such acquiree of title is not liable may be reallocated and assessed to all Units as an Association expenses. Any such sale or transfer pursuant to a foreclosure or deed in lieu of foreclosure shall not relieve the Purchaser or Transferee of a Unit from liability for, nor the Unit from the lien of, any assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent assessments from the payment thereof, or the enforcement of collection by means other than foreclosure.

ARTICLE VI

MAINTENANCE OBLIGATION OF ASSOCIATION

The Association shall be responsible for the maintenance of the Common Areas and any improvements thereon in a continuous and satisfactory manner and for the payment of taxes assessed against the Common Areas.

Section 1. Landscaping. The Association shall maintain all Common Area landscaping, vegetation, grass, plants, trees and the like. The Association shall maintain but not replace all original landscaping as installed in landscaping beds created by the Developer in the front, side and back yards of each Unit. The Association will remove and replace only trees installed pursuant to Palm Beach County code as may be amended, in the front and back yards of each Unit when such tree dies, is required to be removed by a government entity, or as otherwise determined by the Board of Directors. The Association will remove and replace only shrubs planted between rear lots of Units on Cortina Drive and Tevere Drive and shrubs planted to screen air conditioning units and transformers that were installed by the Developer in the front, side and back yards of each Unit when such shrub dies, is required to be removed by a government entity, or as otherwise determined by the Board of Directors. The Association shall

replace sod in front yards; and shall only replace sod in the side and back yards pursuant to a resolution enacted by the Board of Directors as may be amended from time to time.

The Association will not be required to remove or replace any other original landscaping as installed by the Developer in the front, side and back yards of each Unit, nor shall the Association be required to remove or replace trees and shrubs that require replacement due to the actions of Owners, their tenants, guests and invitees. Under such circumstances, the Owner shall be responsible to remove, replace and maintain the trees and shrubs. If an Owner voluntarily, at the Owner's expense, removes and replaces any of the Palm Beach County required Canopy Shade Trees with an Association approved tree and ARC and Board approval, the Association will maintain the replacement tree. After one (1) year from the date of the ARC verification notice that the proper replacement tree was planted, the Association shall remove and replace the replacement tree under the same circumstances as an original Developer installed tree. If the replacement tree must be removed prior to one (1) year from the date of the ARC verification notice that the proper replacement tree was planted, the Owner shall continue to be responsible to remove and replace the tree until the one (1) year requirement is met.

Further the Association shall maintain and replace landscaping areas and walls bordering and up to the pavement of Pipers Glen Boulevard and Hagen Ranch Road. All water used by the Association for irrigation and landscaping shall be from the reclamation sources as may be determined by the Association.

Section 2. Wall Painting. The Association shall be responsible for the painting and maintenance of the walls along Pipers Glen Boulevard and Hagen Ranch Road as well as the entrance sign walls and all recreation area buildings.

Section 3. Roadway. The Association shall maintain and repair the private roadways serving the Units, as shown on the Plat. All driveways serving the Units shall be the responsibility of and maintained by the Unit owner.

Section 4. Right of Entry by Association. Whenever it is necessary to enter upon the lot on which a Unit has been constructed for the purpose of performance of any maintenance duties by the Association, the Owner thereof shall permit the authorized agent or workmen of the Association to go upon the lot. Each Owner does hereby appoint the Association as its agents for the purposes herein provided and agrees that the Association shall not be liable for any alleged property damage or theft caused or occurring on account of any entry.

Section 5. Telecommunication Services. The Board of Directors of the Association is authorized to negotiate and enter into a bulk contract for the provision of telecommunication services to the Properties, under such terms and conditions as the majority of the Board of Directors deems appropriate in its discretion. The costs of such telecommunication services to be provided under such bulk contract shall be added to the Operating Budget of the Association and shall be a portion of the annual assessment payable by the Owners of all Units in this Association. . Any additional premium telecommunication services to each unit, not provided on a bulk rate basis, shall be determined by each individual Unit Owner, as each such Unit Owner determines, and the costs for such premium services shall be borne directly by such Unit Owner.

Section 6. Alarm Monitoring System. All Units are required to have and shall have a monitoring system installed so that all such alarm systems shall be able to be connected to one alarm

company for servicing and monitoring. The Association shall be responsible for contracting with an Alarm Company for monitoring all of the Units' alarm systems and all Unit Owners will be required to use this alarm company and shall pay a monthly maintenance charge, together with other assessments pursuant to Article V herein, through the Association, for such monitoring service. All maintenance and/or repairs necessary to the functioning and operation of the installed alarm system shall be the responsibility of the Unit Owner and all Unit Owners shall maintain their alarm system in working order at all times.

Section 7. Irrigation System. The Developer has installed a common irrigation system throughout the Properties. The irrigation lines shall be the maintenance obligation of the Association. In addition, all irrigation lines and all sprinkler heads located on the lots upon which Units have been constructed shall be the maintenance responsibility of the Association. The Owner may not add a well or pump or modify the irrigation system. Any damage caused by the Owner's modification of the irrigation system, shall be the responsibility of the Owner. Owner is responsible to report deficiencies, via a written work order, in the irrigation system to the Association or its representative. The Association shall have an easement over the Properties, including any lot upon which a Unit has been constructed, to provide maintenance of such system.

Section 8. Maintenance Obligation of Association. The Association shall be responsible for the periodic re-painting of all finished exterior surfaces of a Unit, including caulking around all windows and doors, as built and/or installed by the Developer. The maintenance responsibility shall pertain only to normal wear and tear suffered by such painted exterior surfaces. The Association shall be responsible for cleaning the Unit roof. Maintenance, repairs or replacement of improvements under the exterior surface shall be the obligation of the Unit Owner. Should an Owner choose to repaint the Unit or clean the roof on a schedule other than the schedule determined by the Association, paint quality and color must be approved by the Association and all expenses for this work will be the responsibility of the Owner. Assessments under Article V which are allocated for the providing of these responsibilities by the Board of Directors of the Association shall be placed in a separate reserve fund, will not be commingled with any other sums, and will not be expended for any other purpose. If any furnishings and/or wall hangings are not removed, the Association will not be responsible for any damage thereto. A patio which has been enclosed and received a Certificate of Occupancy is considered an interior room and will not be painted, except as requested in writing to the Association by the Owner within (2) two weeks of notification of the scheduled painting.

Section 9. Miscellaneous. The Association shall be responsible for the general maintenance of the recreation area and payment for the operation and monthly electricity charges for all street lights. Notwithstanding the foregoing Sections 6 and 7, the Association may be required by the Westchester Community Master Association, Inc. Declaration as same may be amended from time to time, to collect said fees on behalf of the Master Association and if so required by the Master Association, then the Association shall be responsible to collect said fees and remit same to the Master Association.

Section 10. Mailboxes. The Association shall determine the approved mailboxes and post. The Homeowner shall be responsible for installing, maintaining and replacing an approved mailbox and post as necessary.

ARTICLE VII
MAINTENANCE OBLIGATION OF OWNERS

Each owner is responsible for the repair, maintenance and/or replacement of all portions of the residential dwelling and other improvements of the Unit including any landscaping installed by the Unit Owner unless the Association is required to undertake such maintenance. Such may not seriously impinge on the usage and/or enjoyment of neighbors' property, other than as set forth in Article VI Section 8 and general maintenance.

ARTICLE VIII
EASEMENT UPON THE UNITS

Section 1. Easement for Encroachments. In the event that any dwelling or other improvement upon a Unit, as originally constructed, shall encroach upon any other Unit or Common Area, then an easement appurtenant to such shall exist for so long as such encroachment shall naturally exist.

Section 2. Three Foot Easement. Except for some Units located on the corner of an intersection of two streets, all dwellings are to be constructed so as to abut a side yard boundary line (commonly referred to as a "zero lot line" side yard setback). There is hereby created a three-foot easement upon each Unit which is adjacent to a zero lot line, running parallel to, and for the entire length of, the boundary line of such Unit. This shall be a perpetual easement running with the land for the benefit of the Unit upon which the dwelling is constructed abutting said zero lot line, for the purposes and uses of drainage, roof overhang, utilities and access to the rear of the adjacent Unit and for maintenance to the dwelling constructed upon the boundary line. Further, this easement shall also be in favor of Florida Power and Light Company for the installation and maintenance of its cables, lines, meters and other apparatus for the provision of electrical service to the Units.

ARTICLE IX
ASSIGNMENT OF POWERS

All or any part of the rights and powers and reservations of the Declarant herein contained may be deeded, conveyed, or assigned to other persons or entities by an instrument in writing duly executed, acknowledged, and recorded in the Public Records.

ARTICLE X
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Amended and Restated Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any such suit the prevailing party shall also be entitled to recovery of all costs and expenses including court costs and attorney's fees.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no ways affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Amended and Restated Declaration shall run with and bind the land, for a term of twenty (20) years from the date the original Declaration was recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Amended and Restated Declaration may be amended at any time and from time to time upon approval of Owners, who are entitled to vote a majority of all votes of the Association present in person or by proxy provided a quorum has been established, and the execution and recordation of an instrument containing a certification by the President and Secretary of the Association that the amendment is duly adopted. No amendment shall alter the subordination provisions of this Amended and Restated Declaration without the approval of any mortgagee enjoying such protection. The Master Association shall be notified of any amendments prior to enactment. It is further provided that in order to be effective any amendment to this Amended and Restated Declaration must be recorded in the Public Records of Palm Beach County, Florida.

Section 4. Notices. Any notice required to be sent to any Owner under the provisions of this Amended and Restated Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing. The Association shall provide a current list of the names and mailing addresses of all owners within fifteen (15) days after receiving a written notice from the Master Association.

Section 5. Boundary Line Wall. As to those Units upon which a residential dwelling is constructed in such a manner that a structural wall of the dwelling abuts the boundary line of a Unit commonly referred to as a "Zero Lot Line" dwelling, then and in that event the Owner of dwelling shall not possess the right to cut windows or other openings in such wall, such prohibition being for the purpose of enhancing the privacy of the Owner of the adjoining dwelling.

Section 6. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a majority of all votes entitled to be cast by all of the Voting members. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Amended and Restated Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Article V hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it.

ARTICLE XI

INFORMATION TO LENDERS AND UNIT OWNERS

Section 1. Records Available. The Association shall make available to Owners and to lenders, holders, insurers, or guarantors of any first mortgage on any Unit, a current copy of this Amended and Restated Declaration of Covenants, the Amended and Restated Articles of Incorporation and the Amended and Restated Bylaws of the Association, the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances at the office of the Association or such other location as it may designate.

Section 2. Financial Statement. In addition to any other duty imposed upon an Officer, as soon as practical after the close of the fiscal year of the Association, the Treasurer shall cause a Financial Statement to be prepared by an independent certified public accountant showing the actual assets and liabilities of the Association at the close of such fiscal year, and a statement of revenue, costs, and expenses. A copy of this Financial Statement shall be furnished to each owner by the Association. Any holder of a first mortgage upon a Unit shall be entitled, upon written request, to a financial statement of the Association for the immediately preceding fiscal year.

Section 3. Notices. Upon written request by Certified or Registered Mail to the Association by a holder, insurer, or guarantor of any mortgage of a Unit (hereinafter referred to as "Lender"), which written request shall identify the name and address of the Lender and the Unit number and address thereof, the Lender will be entitled to timely written notice of:

(a) Any condemnation loss or casualty loss which affects either a material portion of the properties, or the Unit securing its mortgage;

(b) Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first mortgage held by the Lender, which remains unsecured for a period of sixty (60) days;

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

Section 4. Conflicts. As determined by Board of Directors, there may be incorporated as part of this Amended and Restated Declaration, and, where applicable, the Amended and Restated Articles and Amended and Restated Bylaws of the Association, any and all provisions which now or hereafter may be required under the regulations or guidelines of FNMA, FHLMC, GNMA, VA and FHA so as to make any first mortgage encumbering a Unit eligible for purchase by FNMA, FHLMC or GNMA, and eligible under VA or FHA, and such provisions shall supersede any conflicting matters contained in this Amended and Restated Declaration, the Amended and Restated Articles or Amended and Restated Bylaws, except to the extent compliance with any regulation or guideline is waived by FHLMC, GNMA, VA, or FHA. Should FNMA, FHLMC, GNMA, VA, or FHA require an amendment to this Amended and Restated Declaration, the Amended and Restated Articles or Amended and Restated Bylaws, then such amendment may be made and filed by the Association without regard to any other provisions herein contained regarding amendments, and without any requirement of securing the consent of any Unit Owner.

Further, in the event of any inconsistency between this Amended and Restated Declaration and the Declaration of Covenants and Restrictions of The Master Association, the provisions of the latter mentioned document shall supersede, govern and control.

ARTICLE XII **INSURANCE**

Section 1. Units. Since this Association is created solely for the purpose of providing maintenance services, as herein described, there are no provisions herein as to the procuring of insurance on any Unit. Such insurance shall be obtained by each Owner. The Association has no obligation whatsoever regarding Unit insurance.

Section 2. Common Areas. The Association shall purchase and maintain a policy of property insurance covering all of the Common Areas (except land, foundation, excavation and other items normally excluded from coverage) and any common personal property and supplies. This insurance policy shall afford, as a minimum, protection against loss or damage by fire and other perils normally covered by a standard extended coverage endorsement, as well as all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available. This policy shall be in an amount which shall prevent the Association from becoming a co-insurer in the event of a casualty loss or full replacement cost, exclusive of land, foundation, excavation and other items normally excluded from coverage, such policies must provide that they may not be canceled or substantially modified by any party without at least ten (10) days prior written notice by Certified or Registered Mail to the Association. The Association shall also obtain, if available, the following special endorsements: "Agreed Amount" and "Inflation Guard Endorsement."

Section 3. Liability Insurance. The Association shall maintain comprehensive general liability insurance coverage covering all of its maintenance activities; the coverage shall be at least for One Million Dollars (\$1,000,000.00) for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with its maintenance activities, and legal liability arising out of lawsuits related to employment contracts of the Association. Such policies must provide that they may not be canceled or substantially modified by any party, without at least ten (10) days prior written notice by Certified or Registered Mail to the Association.

Section 4. Fidelity Bonds. The Association shall maintain a blanket fidelity bond for all officers, directors, trustees, and employees of the Association and all other persons handling or responsible for funds of, or administered by, the Association. In the event the Association delegates some or all of the responsibility for the handling of the funds to a management agent, such bonds are required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of the Association. The amount of the fidelity bond shall be based upon best business judgment and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than an amount equal to three months aggregate assessments on all Units, plus reserve funds. The fidelity bonds required herein must meet the following requirements:

- (a) fidelity bonds shall name the Association as an obligee;

(b) the bonds shall contain waivers by the insurers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee", or similar terms or expressions;

(c) the premiums on all bonds required herein for the Association (except for premiums on fidelity bonds maintained by a management agent, or its officers, employees and agents), shall be paid by the Association as a common expense;

(d) the bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days prior written notice by Certified or Registered Mail to the Association.

Section 5. Directors and Officers Errors and Omissions Insurance. The Association shall maintain errors and omissions insurance for all of its past and present directors and officers in the minimum amount of One million Dollars (\$1,000,000), which insurance shall provide coverage for any acts taken or omissions made no matter when a claim is presented, and further that said insurance shall at all times contain tail coverage in order that there shall never be a gap in coverage for any act or omission by any officer or Director of the Association.

Section 6. Purchase of Insurance. All insurance purchased pursuant to this Article shall be purchased by the Association for the benefit of the Association, the Owners and their respective mortgagees, as their interest may appear, and shall provide for the issuance of certificates of insurance and mortgagee endorsements to Owners and any or all of the holders of institutional first mortgages. The policies shall provide that the insurer waives its rights of subrogation as to any claims against Owners and the Association, their respective servants, agents and guests. Each Owner and the Association hereby agree to waive any claim against each other and against other Owners for any loss or damage for which insurance hereunder is carried where the insurer has waived its rights of subrogation, if available without payment of additional premium, as aforesaid.

Section 7. Cost and Payment of Premiums. The Association shall pay the cost of obtaining all insurance required pursuant to the provisions of this Article, and any reasonable other fees or expenses incurred which may be necessary to carry out the provisions hereof.

Section 8. Association as Agent. The Association is irrevocably appointed agent for each Owner of a Mortgage upon a Unit and for each Owner of any other interest in a Unit or the Common Area to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

Section 9. Estimates. In all instances hereunder, as soon as is reasonable and practical, after a casualty causing damage to the property for which the Association has the responsibility of maintenance and repair, the Association shall obtain a reliable, detailed written estimate of the cost to place the damaged property in a condition as good as that before the casualty. Such cost may include professional fees and premiums for bonds as the Board may reasonably be required by an institutional Mortgagee.

Section 10. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction, or, if at any time during reconstruction or upon completion of reconstruction, the funds for the payment of the costs of reconstruction are insufficient,

assessments shall be made against the Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments shall be uniform against all Owners.

Section 11. Authority of Association. In all instances herein, except when a vote of the membership of the Association is specifically required, all decisions, duties and obligations of the Association hereunder may be made by the Board. The Association, and its members shall jointly and severally be bound thereby.

ARTICLE XIII ARCHITECTURAL REVIEW COMMITTEE

Section 1. Approval Necessary. No building, outbuilding, garage, fence, wall, retaining wall, landscape, or other structure of any kind shall be erected, constructed, placed or maintained on the properties, nor shall any dwelling or other improvements on each Unit, as originally constructed, be altered, changed, repaired or modified unless prior to the commencement of any work thereof, two (2) complete sets of plans and specifications there for including, as applicable, front, side and rear elevations, and floor plans, and two (2) plot plans indicating and fixing the exact location of such improvements, structures or such altered structure of the Unit with reference to the street and side lines thereof, shall have been first submitted in Writing to the Architectural Review Committee for its recommendation to the Board of Directors which shall approve or disapprove this recommendation Board approval shall be given for replacing coach lights, entry lights and mailboxes consistent with Board Guidelines. Any disapproval of the Architectural Review Committee and/or the Board shall be accompanied by a written statement of explanation.

Section 2. Membership to Committee. The Architectural Review Committee shall be appointed for a term to be determined by the Board of Directors, and shall consist of an odd number of at least three (3) members. Each member shall hold office until such time as her/his term has expired, or s/he has resigned or has been removed, with or without cause, or his/her successor has been appointed.

Section 3. Endorsement of Plans. Approval or disapproval of plans, specifications and location of improvements by the Board of Directors shall be communicated to the Owner, in writing, by the Architectural Review Committee. The approval or disapproval of the plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Board of Directors of the right to approve or disapprove any of the features or elements embodied in such plans or specifications if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use on other Units.

Section 4. Construction to be in Conformance with all Covenants, Codes and with Plans. After such plans and specifications and other data submitted have been approved by the Board of Directors, no building, outbuilding, garage, fence, wall, retaining wall, or other improvements or structures of any kind shall be erected, constructed or altered unless such is in conformity with the plans and specifications and plot plans theretofore approved. Within fifteen (15) days of the completion of any work for which approval has been granted, the Owner shall give written notice of its completion to the Architectural Review Committee in order to allow for an inspection by the Architectural Review Committee to determine that such is in conformity with the approval granted.

Section 5. Right of Entry. Any agent or member of the Architectural Review Committee may inspect the exterior of any building or property reasonably believed to be in violation of the Amended and Restated Declaration.

Section 6. Waiver of Liability. Neither the Architectural Review Committee, nor any member thereof, nor its duly authorized representative, shall be liable to the Association, or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or non-performance of the Architectural Review Committee duties hereunder. The Architectural Review Committee shall review and recommend to the Board of Directors all plans submitted to it for any proposed improvement, alteration or addition on the basis of aesthetic considerations and the benefit or detriment which would result to the Association. The Architectural Review Committee and the Board of Directors shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its recommendation of any plan or design be deemed approval of, or warranty as to, any plan or design from the standpoint of structural safety or conformance with building or other codes. The Board of Directors does not determine or assume any responsibility for the quality of construction or structural soundness of any improvements and no obligation or liability relating to construction of any improvements shall result from review or approval of any plans by the Architectural Review Committee. Furthermore, the Board of Directors and the Architectural Review Committee do not evaluate plans to determine whether the plans satisfy all applicable governmental requirements.

ARTICLE XIV **LAKEFRONT PROPERTY**

Section 1. Lakefront Property. As to all portions of the properties which have a boundary contiguous to any lake or other body of water, the following additional restrictions and requirements shall be applicable:

(a) No boathouse, dock, wharf or other structure of any kind shall be erected, placed, altered or maintained on the shores of the lake;

(b) No motorized boat, no boat trailer or vehicular parking or use of lake slope or shore areas shall be permitted;

(c) No boat shall be launched or operated on any lake or water body except by the Association or its designee for maintenance purposes; and

(d) No owner shall take any action which could alter water and water body vegetation control without the Association's approval.

(e) Since the lakes may be stocked with fish that control the growth of vegetation, fishing from lakes shall be prohibited.

ARTICLE XV
PROHIBITED USES

Section 1. Landscaping. Without prior approval of the Board, no tree shall be removed or added to a Unit, no new bed shall be excavated or formed and no bed install installed by the Developer shall be changed in size, nor shall any change be made in the condition of the soil or the level of the Lot which may result in a permanent change in the flow or drainage of surface waters.

Section 2. Garbage and Trash. Each owner shall be responsible for properly depositing his/her garbage in closed, sanitary, hard garbage cans and her/his trash in designated recycle containers sufficient for pick-up by the appropriate authorities.

Section 3. Temporary Structures. No temporary or permanent utility or storage shed, building, tent, structure or improvement shall be constructed, erected or maintained without the prior approval of the Board of Directors.

Section 4. Animals. No horses, hogs, cattle, cows, goats, sheep, poultry or other animals, exotic birds or reptiles, shall be kept, raised or maintained on any Unit, except that not more than a total of two (2) dogs with a maximum weight of twenty-five (25) pounds each, or one (1) dog with a maximum weight of 35 pounds, or two (2) cats may be kept in the dwelling if their presence causes no disturbance to others. All pets shall be kept on a leash when not in the Unit. The board shall have the right to promulgate rules regulating household pets.

Section 5. Stables. No stable, livery stable or barn shall be erected, constructed, permitted or maintained on any Unit.

Section 6. Vehicle Parking. No boats, trailers of any kind, or campers (motorized or towed) or recreational vehicles shall be parked on the Properties. No vehicles used in business for the purposes of transporting goods, equipment and the like or any trucks or vans (other than mini vans or Sport Utility Vehicles for personal use) shall be parked on the Properties. No vehicles, of any nature, shall be parked on any portion of the Properties or a Unit except on the surfaced, parking area thereof, unless further restricted by Rule and Regulation. No vehicle repairs or maintenance shall be allowed on the Properties. The Board shall have the right to designate parking on alternate sides of the roads and such designation shall be posted at the entrance. Any vehicle parked in violation shall be subject to towing by the Association after one notice is given for the first offense.

Section 7. Signs. No signs of any nature, except approved signs identifying the existence of a security system or as may be required by any governmental authority having jurisdiction thereover for the construction of improvements (e.g. building permits, etc.), shall be placed, erected or displayed on any Unit, or Properties.

(a) All sculptures, statues, or artwork of any type whatsoever which is permanently placed on the front, side or back lawn of any dwelling, is subject to the prior approval of the Board of Directors.

Section 8. Business. No trade, business, profession or commercial activity may be conducted in any Dwelling Unit; provided, however, rental of Dwelling Unit in its entirety for residential occupancy shall not be deemed commercial activity. Moreover, this provision shall not prevent an Owner from utilizing a home office, as long as the office is not used for visits by clients or

customers and providing that the office does not have an adverse effect upon neighbors or the neighborhood.

Section 9. Maintenance. All Units shall be kept in a clean and sanitary manner and no rubbish, refuse or garbage shall be allowed to accumulate, or any fire hazard allowed to exist. All Units shall be maintained in first class condition with well kept lawn and well maintained landscaping. No window or exterior air conditioning units may be installed in any dwelling.

Section 10. Nuisance. No nuisance, or any use or practice that is a source of annoyance to other Unit Owners, or interferes with the peaceful possession and proper use of the Units by the residents of the Properties shall be allowed upon any Unit.

Section 11. Unlawful Use. No improper, offensive or unlawful use shall be made of any Unit and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

Section 12. Hurricane Shutters. The installation of any and all permanent hurricane shutters requires Board approval. Shutter tracks installed by the Developer, or approved by the Board as part of a Shutter package may remain installed on the home. Hurricane shutters may be closed or hung during the official Hurricane season with the exception of the front door including side light and front window. The front transom (window above the door) may be closed. This refers only to permanently installed Board approved shutters or panels. Front door and front window as well as plywood shutters or other temporary shutters may only cover windows or door openings during periods of a Hurricane Watch or Warning that impacts the area and must be removed or opened within five (5) days of the "All Clear".

Section 13. Antennas and Other Such Apparatus. No television, satellite dishes (in excess of one meter in diameter) or radio masts, towers, poles, antennas or aerials may be erected, constructed, or maintained on the exterior of the home or property unless allowed by applicable law. Satellite dishes which are not in excess of one meter in diameter and solar collectors may be permitted subject to such reasonable restrictions as may be imposed by the Board of Directors, which may include the planting of landscape buffering and placement of the apparatus, so long as such does not impede reception or the effective operation of the solar collector.

Section 14. Occupants. Each Unit is restricted to residential use as a single family residence by the Owner or Owners thereof, their lessees, immediate families, guests and invitees. No garage shall be converted into habitable living space within the properties.

Section 15. Contrary Use. No person shall use the Unit or any parts thereof in any manner contrary to this Amended and Restated Declaration.

Section 16. Clothes Lines. No clothes, linens, or the like, shall be hung on clothes lines or in any other manner, outside of a dwelling such that the same is visible from any street. Clothes lines may be erected only after approval is granted by the Board of Directors, which may impose reasonable landscape buffering.

Section 17. Fences. No fence, or other improvement shall be erected upon a Unit which is deemed by the Association to interfere with a common sprinkler system (if any) upon the Properties, or which interferes with any landscape maintenance performed by the Association, thereby increasing the amount of trimming or edging required to be done, or increases in any

other manner the cost of maintenance of the landscaping by the Association, unless otherwise specifically agreed to in writing by the Association. Except as is required by law when a replacement of the existing wood privacy fence at the rear of the home is necessary, it shall be the Owner's responsibility and shall be replaced with a fence consistent with Board guidelines.

Section 18. Wells. No individual water supply system shall be permitted on any Unit.

Section 19. Age Restriction. In order to comply with the requirements of the Fair Housing Amendments Act of 1988 and the Rules and Regulations relating thereto and any amendments thereof (the "Act"), the Association shall insure that the Properties have significant facilities and services specifically designed to meet the physical or social needs of persons 55 years of age or older. "Significant facilities and services specifically designed to meet the physical or social needs of older persons" include, but are not limited to social and recreational programs, continuing education, information and counseling, recreational, homemaker, environment, emergency and preventive health care programs, congregate dining facilities, transportation to facilitate access to social services, and services designed to encourage and assist residents to use the services and facilities available to them (the housing facility need not have all of these features to qualify for exemption under the Act). Moreover, the Association shall insure that at least 80% of the homes constructed on a lot shall be occupied by at least one person 55 years of age or older per home, except that the Association is not obligated to comply with this requirement until 25% of the homes on the lots are occupied. In addition, children eighteen (18) years of age or younger shall not reside in the community for a period to exceed a total of sixty (60) days per calendar year. The Association must also publish and adhere to policies and procedures demonstrating an intent to provide housing for persons 55 years of age or older.

Section 20. Leasing. No lease may be made for less than a twelve (12) month period, and all leases must be in writing and approved in writing by the Association. Owners are required to provide to the Association a copy of the Lease, the Owner's current mailing address, together with the names of those residing in the Unit (not to exceed two persons per bedroom). The prospective tenant shall simultaneously submit a completed Application for Lease form and a check, for a fee to be determined by the Board on an annual basis (made payable to the Homeowners Association), for administrative processing. The Board of Directors must either approve or disapprove of a Lease in writing within twenty (20) days after receipt of the Application for Lease form. No reason need be furnished for disapproval. No lease shall commence and no occupancy shall be permitted unless the Association has provided a written approval. Each owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his/her Unit and for all guests, and invitees of the Owner and/or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Areas or any liability to the Association, the Owner shall be assessed for the same in the case of any other Assessment, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the Association. Furthermore, any violation of any of the provisions of this Amended and Restated Declaration, Amended and Restated Articles of Incorporation, or Amended and Restated Bylaws, by any resident of any Unit, or any guest or invitee of an Owner or Resident shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if such violation was that of the Owner.

ARTICLE XVI
CONTROLLED ACCESS

The Association shall have the right and power to control the access to the Properties, as determined by its Board of Directors, including but not limited to a mechanical gate or other device. All expenses of such shall be assessed in accordance with the provisions of these Amended and Restated Covenants. The Association shall have no liability if such is not provided or if any service which is provided fails to work properly or to accomplish any desired result.

ARTICLE XVII
WESTCHESTER COMMUNITY MASTER ASSOCIATION, INC.

The Westchester Community is subject to the Westchester Community Master Declaration ("Master Association"). The Master Association was created in order to provide for the maintenance, preservation and architectural control of all property within the Westchester Community and to assure compliance with same with the power to levy assessments and to defray expenses incurred in the furtherance of the stated purpose. Every member of the Association is subject to assessment by the Master Association and is required to be a member of the Master Association. Voting rights in the Master Association shall be in accordance with the Westchester Community Master Declaration, as amended. The terms and conditions of the Westchester Community Master Declaration are by this reference incorporated herein and made a part hereof. In the event of any conflict between this Amended and Restated Declaration and the Westchester Community Master Declaration, the latter shall prevail. By taking title to a Fee Simple Unit, each owner becomes subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions of Westchester filed in Official Records Book 3996, Page 300, of the Public Records of Palm Beach County, Florida. Among other things, that document provides that an Owner shall become a member of the Master Association, Inc., shall acquire certain property rights to Common Areas within Westchester, as more particularly described in that document, and shall become subject to the Assessments of the Master Association. Copies of all amendments to this Amended and Restated Declaration, the Amended and Restated Articles of Incorporation and Amended and Restated Bylaws of the Association, and any easements or conveyances affecting the Common Areas, shall be promptly forwarded to the Master Association, Inc.

IN WITNESS WHEREOF, We, being the President and the Secretary of SAN MARCO HOMEOWNERS, ASSOCIATION, INC. have hereunto set our hands this _____ day of _____, 2015

BY: _____

PRINT NAME. President

BY: _____

PRINT NAME, Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

I hereby certify that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared _____, President and _____, Secretary known to me and who did / did not take an oath.

Witness my hand and official seal in the County and State last aforesaid this _____ day of _____, _____.

SEAL

Notary Signature