

profit corporation, (hereinafter sometimes called "Galleon Cove Homeowners' Sub-Association"), by the filing of the Articles of Incorporation thereof in the office of the Secretary of State, Tallahassee, Florida. As more fully set forth in its Articles of Incorporation and By-Laws, Galleon Cove Homeowners' Sub-Association was formed to function as an instrumentality of Unit Owner/Members in the residential community generally known as Woodbine Parcel "G" as defined hereinbelow. Copies of the Articles of Incorporation and By-Laws of Galleon Cove Homeowners' Sub-Association are attached hereto as Exhibits "A" and "B" respectively.

ARTICLE 2
SUBORDINATE TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF WOODBINE

Section 2.01. Ownership of a Lot or Unit in Woodbine Parcel "G" is subject to the Declaration of Covenants, Conditions and Restrictions of WOODBINE, recorded in Official Records Book 8271, Page 9, Palm Beach County, Florida, Public Records, as amended by First Amendment recorded in O.R. Book 8823, Page 1997, Palm Beach County, Florida, public records, and as further amended by Second Amendment recorded in O.R. Book 8969, Page 942, Palm Beach County, Florida, public records, and as further amended from time to time, hereinafter "Declaration." The provisions, terms, covenants and conditions of the Subordinated Declaration are subordinate to the Declaration. In the event of conflict, the language of the Declaration shall apply.

ARTICLE 3
DEFINITIONS

The following words and terms when used in this Subordinated Declaration, any Supplemental Subordinated Declaration, Articles of Incorporation, or Bylaws hereunder recorded affecting any of the Woodbine Parcel "G" Properties (unless the context shall clearly indicate otherwise) shall have the following meanings:

Section 3.01. "ARC" or "Architectural Review Committee" shall refer to the Master Architectural Review Committee whose duties, power and responsibilities are set forth in Article 10 of the Declaration with Declaration authority over Woodbine Parcel "G". There is no Sub-Association architectural review committee

Section 3.02. "Claim of Lien" shall mean an instrument identifying a particular real property or real properties by legal description within Woodbine Parcel "G" against which real property a Claim of Lien is stated pursuant to this Subordinated Declaration setting forth the monies owed with the dates the monies become due and signed by a President or any Vice President of Galleon

Cove Homeowners' Sub-Association with the corporate seal of Galleon Cove Homeowners' Sub-Association affixed, whose officer's signature is acknowledged by a Notary Public, which instrument is filed in the Public Records.

Section 3.03. "Common Area" and "Common Areas" shall mean those roads, streets, lanes, and walkways including GALLEON COVE CIRCLE designated in Woodbine Parcel "G" as Roads or Tract "A".

Section 3.04. "Common Property" shall include all "Common Area" and all "Common Areas," but Common Property shall be a broader definition. "Common Property" shall also mean those Parcels of land and Tracts of land, together with any improvements thereon, and any personal property situate thereon, which are actually deeded to the Sub-Association, dedicated in a recorded re-plat to the Sub-Association or otherwise acquired by the Sub-Association for the common use of, by or in behalf of all its members. Common Property shall include those Tracts titled by dedication or deed in the name of Northern Palm Beach County Improvement District where the Master Association and/or DECLARANT, or both Master Association and DECLARANT jointly, have received permits or easement pertaining to the use of said Tracts. Common Property shall include those Tracts and easements in the name of Northern Palm Beach County Improvement District where the Master Association has assumed maintenance obligations in writing. Common Property shall include (1) the surface water management system as permitted by South Florida Water Management District and/or acquired, including easement rights, by the Northern Palm Beach County Improvement District; (2) any other lands and facilities for the maintenance of which the Master Association is designated by any Governmental Agency, or by a Replat filed of Public Record, to be responsible for maintenance. "Common Property" shall also include in its definition all "Common Property" as defined in the Declaration, (a) the maintenance of which is delegated to the Sub-Association by the Master Associations, or (b) the ownership of which is transferred to the Sub-Association, both (a) and/or (b) pursuant to the Declaration, the Master Association Articles or By-Laws.

Section 3.05. "DECLARANT" shall mean and refer to Schickedanz Bros-Riviera Ltd, a Florida Limited Partnership, its successors, assigns, Schickedanz Bros - Riviera Ltd, by instrument executed with the formality of a deed, may assign, from time to time, all or part of DECLARANT'S rights.

Section 3.06. "Declaration" shall mean the Declaration of Covenants, Conditions, and Restrictions of WOODBINE recorded in Official Records Book 8271, Page 9, Palm Beach County, Florida, public records, and any amendments adopted pursuant to the Declaration and recorded in the Public Records of Palm Beach County, Florida.

Section 3.07. "Developer" shall mean Schickedanz Bros - Riviera Ltd. as to those parcels of the Woodbine Parcel "G" Properties that Schickedanz Bros - Riviera Ltd. actually improves and sells as improved Family Dwelling Units.

Section 3.08. "Development and Sales Period" shall mean the time period from inception of the Galleon Cove Homeowners' Sub-Association until DECLARANT has closed the sale of all of the Lots and Units in Woodbine Parcel "G", or until DECLARANT elects to terminate its

control of the Galleon Cove Homeowners' Sub-Association, whichever shall last occur.

Section 3.09. "Family Dwelling Unit" shall mean any improved property intended for use as a single family dwelling, including, but not limited to, any single family detached dwelling, patio home, garden home, townhouse unit or villa unit located within the Woodbine Parcel "G" Properties. For the purposes of this Subordinated Declaration, any such single family dwelling shall not be deemed to be improved until a temporary or permanent certificate of occupancy has been issued by the appropriate governmental authorities or it is determined by Galleon Cove Homeowners' Sub-Association, in its reasonable discretion, to be substantially complete.

Section 3.10. "Galleon Cove Homeowners' Sub-Association" shall mean and refer to Galleon Cove Homeowners' Sub-Association, Inc., a Florida non-profit corporation, its successors and assigns.

Section 3.11. "General Expenses" shall mean the expenditures by Galleon Cove Homeowners' Sub-Association for front landscape and lawn maintenance, cleanup, maintenance, operation, taxes, insurance and other services required or authorized to be performed by Galleon Cove Homeowners' Sub-Association but shall not include expenses which may be incurred in connection with any of the Recreational Facilities.

Section 3.12. "Governmental Agency" means any Federal, State, County or Municipal governmental body, subdivision, district or agency thereof.

Section 3.13. "Initial Board of Directors" shall mean the Board of Directors that is appointed by the DECLARANT and serves until the DECLARANT elects to terminate its control of the Galleon Cove Homeowners' Sub-Association and turns over the Galleon Cove Homeowners' Sub-Association to the owners.

Section 3.14. "Institutional Lender" shall mean the holder designated in this Section 3.14 of a mortgage encumbering a Residential Lot, Family Dwelling Unit, or Unit. The owner and holder of said mortgage shall be a bank, builder, developer, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, credit union, pension fund, mortgage broker, mortgage banker, private mortgage insurance company, the United States Veterans' Administration, United States Federal Housing Administration, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the DECLARANT, Developer, or a lender generally recognized in the community as an institutional lender. Any assignee of a mortgage originated by an Institutional Lender shall be deemed an Institutional Lender.

Section 3.15. "Master Association" shall mean Woodbine Master Association, Inc., a Florida not-for-profit corporation, its successors and assigns. The Master Association is a non-condominium association and is not an umbrella condominium association.

Section 3.16. "Master ARC" or "Master Architectural Review Committee" shall refer to the Architectural Review Committee of the Woodbine Master Association, Inc., a Florida non-profit corporation.

Section 3.17. "Master Declaration" or "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions of WOODBINE recorded in Official Records Book 8271, Page 9, Palm Beach County, Florida Public Records, and any amendments adopted pursuant to the Declaration and recorded in the public records of Palm Beach County, Florida.

Section 3.18. "Member" shall mean and refer to all those Owners who are Members of Galleon Cove Homeowners' Sub-Association as provided in Article 4 hereinbelow.

Section 3.19. "Occupant" shall mean the individual or individuals, other than the Owner, who may occupy a Unit from time to time.

Section 3.20. "Owner" shall mean the Owner of a Lot or Unit at Woodbine Parcel "G" as shown by the real estate records in the Office of the Clerk of the Circuit Court of Palm Beach County, Florida. Unless the context requires otherwise, Galleon Cove Homeowners' Sub-Association shall be deemed the "Owner" of any real property owned or administered by Galleon Cove Homeowners' Sub-Association.

Section 3.21. "Parcel", if any, shall mean a parcel of land larger than one-half acre platted in Woodbine Parcel "G" according to the Plat filed in Plat Book 75, Pages 175 through 177 inclusive, Public Records of Palm Beach County, Florida, and designated on said Plat as a "Parcel." A "Tract" as designated on Woodbine Parcel "G" is not a Parcel.

Section 3.22. "Person" shall mean an individual, a partnership, a limited partnership, a limited liability company, a national association, corporation or governmental agency or governmental entity.

Section 3.23. "Public Records" shall mean the Public Records of Palm Beach County, Florida.

Section 3.24. "Reasonable Attorney Fees" means and includes reasonable fees for the services of attorneys-at-law, whether or not those services were rendered in connection with judicial (at both trial and appellate levels) or administrative proceedings (both before governmental, administrative agencies and administrative bodies of Woodbine, including, but not limited to, the Board of Directors of the Galleon Cove Homeowners' Sub-Association).

Section 3.25. "Residential" shall mean the intended use of a portion of the Galleon Cove Properties as a Family Dwelling Unit.

Section 3.26. "Residential Lot" or "Lot" shall mean any unimproved parcel of land located within the Woodbine Parcel "G" Properties which is intended for use as a site for a Single-Family Unit.

Section 3.27. "Single-Family Unit" shall mean any Family Dwelling Unit which is not a Multi-Family Unit.

Section 3.28. "Sub-Articles" shall mean the Articles of Incorporation of Galleon Cove Homeowners' Sub-Association as they may exist from time to time.

Section 3.29. "Sub-Association" shall mean the Galleon Cove Homeowners' Sub-Association, Inc.

Section 3.30. "Sub-Bylaws" shall mean the Bylaws of Galleon Cove Homeowners' Sub-Association as they may exist from time to time.

Section 3.31. "Sub-Declaration" or "Subordinated Declaration" shall mean this Subordinated Declaration of Covenants, Conditions and Restrictions of Woodbine Parcel "G", recorded in the Public Records of Palm Beach County, Florida.

Section 3.32. "Supplemental Declaration" shall mean any declaration of covenants, conditions, and restrictions, declaration of condominium, declaration of cooperative plan, including Northern Palm Beach Improvement District Notices and Covenants, or any similar instrument other than this Subordinated Declaration which affects all or part of the Woodbine Parcel "G" Properties.

Section 3.33. "Surface Water Management System" shall mean Tract "L" and those lakes, culverts, waterways, drainage facilities, and other facilities created and used for the drainage of the Woodbine Parcel "G" Properties.

Section 3.34. "Tract" shall mean a tract of land platted in Woodbine Parcel "G" according to the Plat filed in Plat Book 75, Pages 175 through 177, Public Records of Palm Beach County, Florida. A "Parcel" as designated on a Plat is not a "Tract."

Section 3.35. "Turnover Date" shall mean the date that the Developer relinquishes the right to appoint a majority of the Directors of the Sub-Association. The Turnover Date shall occur on that date that the Developer has closed the sale of the last Lot offered for sale by Developer within the Woodbine Parcel "G" Properties, or upon that such earlier date as is determined in Developer's sole and absolute discretion.

Section 3.36. "Unit" is a generic reference to any Family Dwelling Unit, Multi-Family Unit or Single-Family Unit.

Section 3.37. "Water Management Easement" OR "W.M.E." shall mean those easements dedicated and granted to Northern Palm Beach County Improvement District in the Plat of WOODBINE Parcel "G". CAVEAT. It is noted that any construction within a Water Management Easement or W.M.E. is prohibited, even on a Lot, unless the specific construction is agreed to in written permit form issued by Northern Palm Beach County Water Improvement District prior to the commencement of the proposed construction.

Section 3.38. "WOODBINE" shall mean the residential development of those parcels of land within the Woodbine Residential Planned Unit Development Resolution that are described in Article 2.02 of the Master Declaration and those parcels of land that are added to Section 2.02 of the Master Declaration, from time to time, by Amendment to that Declaration. Woodbine Parcel "G" is a part of WOODBINE. The plat of Woodbine is not the definition of "WOODBINE."

Section 3.39. "Woodbine Parcel "G" and "Woodbine Parcel "G" Properties" shall mean and refer to that certain real property described and depicted in Woodbine Parcel "G" according to the Plat thereof, recorded in Plat Book 75, Pages 175 through 177, inclusive, Palm Beach County, Florida, Public Records.

Section 3.40. "Woodbine Residential Planned Unit Development Resolution" shall mean the conceptual Planned Unit Development designated in City of Riviera Beach Resolution No. 248-91 passed and adopted November 6, 1991, as such Resolution is amended by City of Riviera Beach Resolution No. 7-93, and as said Resolutions may be amended by the City of Riviera Beach from time to time. The MAXIMUM POTENTIAL LANDS of Woodbine Residential Planned Unit Development Resolution shall mean the 136.76 acres, more or less, of land (real property) more particularly described in Exhibit C, which MAXIMUM POTENTIAL LANDS of Woodbine Residential Planned Unit Development Resolution have been platted as the Plat of Woodbine according to the Plat thereof recorded in Plat Book 72, Pages 46 through 49, inclusive, Palm Beach County, Florida, public records.

ARTICLE 4

MEMBERSHIP IN GALLEON COVE HOMEOWNERS' SUB-ASSOCIATION

Section 4.01. Membership. Every Owner, including the DECLARANT during the period of time in which Declarant owns Lots, shall be a Member of Galleon Cove Homeowners' Sub-Association. By acceptance of a deed or other instrument evidencing its ownership interest, each Owner accepts its membership in Galleon Cove Homeowners' Sub-Association, acknowledges the authority of Galleon Cove Homeowners' Sub-Association as herein stated, and agrees to abide and be bound by the provisions of this Subordinated Declaration, and any Supplemental Subordinated Declaration, the Articles of Incorporation, the Bylaws, and other rules and regulations, if any, of Galleon Cove Homeowners' Sub-Association. In addition to the foregoing, the family, guests, invitees, licensees, and tenants of said Owners shall, while in or on the Woodbine Parcel "G" Properties, abide and be bound by the provisions of this Subordinated Declaration, any Supplemental Subordinated Declaration, the Articles of Incorporation, the Bylaws, and other rules and regulations of Galleon Cove Homeowners' Sub-Association. DECLARANT, by including additional property within the imposition of this Subordinated Declaration, may cause additional membership in Galleon Cove Homeowners' Sub-Association and may designate the ownership basis for such additional membership.

Section 4.02. Administration of Galleon Cove Homeowners' Sub-Association. The affairs of Galleon Cove Homeowners' Sub-Association shall be administered by its Board of Directors in accordance with this Subordinated Declaration and the Articles of Incorporation and Bylaws of Galleon Cove Homeowners' Sub-Association. The Articles of Incorporation and Bylaws may be amended in the manner set forth therein; provided however, that no such amendment shall conflict with the terms of this Subordinated Declaration or adversely affect the rights of DECLARANT, without DECLARANT's prior written approval, and provided further that no amendment, alteration or rescission may be made which affects the lien 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 these prohibitions shall be of no force or effect.

Section 4.03. Change of Membership. Change of membership in Galleon Cove Homeowners' Sub-Association shall be established by recording in the Public Records of Palm Beach County, Florida, a deed or other instrument conveying record fee title to any Residential Lot, Family-Dwelling Unit, or Unit, and by the delivery to Galleon Cove Homeowners' Sub-Association of a true copy of such recorded instrument showing its recording data. The new Owner designated in such instrument shall as of the date of the instrument, by its acceptance of such instrument, become a Member of Galleon Cove Homeowners' Sub-Association, and the membership of the prior owner, which membership was appurtenant to that Lot or Unit, shall be terminated. In the event that a true copy of said instrument showing its recording data is not delivered to Galleon Cove Homeowners' Sub-Association, said Owner shall become a Member and be subject to all of the obligations of membership, but shall not be entitled to voting privileges enjoyed by its predecessor in interest nor shall such member be entitled to use any Recreational Facility. The foregoing shall not, however, limit Galleon Cove Homeowners' Sub-Association's powers or privileges. The interest, if any, of a Member in the funds and assets of Galleon Cove Homeowners' Sub-Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to the real property. Membership in Galleon Cove Homeowners' Sub-Association by all Owners shall be compulsory and shall continue, as to each Owner, until such time as such Owner transfers or conveys of record its interest in the real property upon which its membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall be appurtenant to, run with, and shall not be separated from, the real property upon which membership is based.

Section 4.04. Voting Membership. Galleon Cove Homeowners' Sub-Association shall have one (1) class of voting membership who shall be all persons or entities holding fee simple title to any Lot or Unit in Woodbine Parcel "G" and which person(s) or entities shall be entitled to one (1) collective vote for each Lot or Unit owned by the Member, 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 Bylaws of Galleon Cove Homeowners' Sub-Association. When more than one (1) person holds the ownership interest required for membership, all such persons shall be Members and each vote shall be exercised as they, among themselves, determine; provided, however, that in no event shall more than one (1) vote be cast with respect to each Lot or Unit. With respect to each Lot or Unit owned by other than a natural person or persons, the Member shall file with the Secretary of Galleon Cove Homeowners Sub-Association a notice, designating the name of an individual who shall be authorized to cast the vote of the Member. In the absence of such designation, the Owner shall not be entitled to vote on any matters coming before the membership. DECLARANT is exempt from filing said notice.

Section 4.05. Suspension of Membership Rights. No Member shall have any vested right, interest or privilege in or to the assets, functions, affairs or franchises of Galleon Cove Homeowners' Sub-Association, or any right, interest or privilege which may be transferable, or which shall continue after its membership ceases, or while it is not in good standing. A Member shall be considered "not in good standing" during any period of time in which it is delinquent in the payment of any assessment levied by Galleon Cove Homeowners' Sub-Association or in violation of any provision of this Subordinated Declaration, or of any rules or regulations promulgated by Galleon Cove Homeowners' Sub-Association. While not in good standing, the

Member shall not be entitled to vote or exercise any other right or privilege of a Member of Galleon Cove Homeowners' Sub-Association.

Section 4.06. Board of Directors. Galleon Cove Homeowners' Sub-Association shall be governed by a Board of Directors as provided in the Articles and Bylaws of Galleon Cove Homeowners' Sub-Association.

Section 4.07. Quorum Required for Any Action Authorized at Regular or Special Meetings of the Association. The quorum required for any action which is subject to a vote of the Members at any meeting of Galleon Cove Homeowners' Sub-Association shall be as is provided in the Articles and Bylaws of Galleon Cove Homeowners' Sub-Association except as is otherwise specifically provided in this Subordinated Declaration.

Section 4.08. Control by DECLARANT. Notwithstanding anything contained herein to the contrary, DECLARANT shall have the right to retain control of Galleon Cove Homeowners' Sub-Association until DECLARANT has closed the sale of all Lots and Units within Woodbine Parcel "G", or until such earlier time as is determined, in DECLARANT's sole and absolute discretion. So long as DECLARANT retains control of Galleon Cove Homeowners' Sub-Association, DECLARANT shall have the right to appoint all members of the Board of Directors and to approve the officers of Galleon Cove Homeowners' Sub-Association, and no action of the membership of Galleon Cove Homeowners' Sub-Association shall be effective unless and until approved by DECLARANT. In the event that DECLARANT shall enter into any contracts or other agreements for the benefit of the Owners, DECLARANT may, at its option, assign its obligations under such agreements to Galleon Cove Homeowners' Sub-Association, and in such event, Galleon Cove Homeowners' Sub-Association shall be required to accept such obligations.

ARTICLE 5

FUNCTIONS OF GALLEON COVE HOMEOWNERS' SUB-ASSOCIATION

Section 5.01. Purposes. The purposes of Galleon Cove Homeowners' Sub-Association are as follows:

A. To serve as the instrumentality of all Unit Owners within Woodbine Parcel "G" where common interests are involved;

B. To own or otherwise acquire some of the Tracts, if any, and facilities, if any, within Woodbine Parcel "G";

C. To maintain the Common Properties and recreational Tracts, if any, and other Tracts and facilities that are acquired by Galleon Cove Homeowners' Sub-Association or easements or facilities, the maintenance of which is delegated to Galleon Cove Homeowners' Sub-Association within Woodbine Parcel "G"; and,

D. To landscape and maintain as required the front yards of the Lots and Units within Woodbine Parcel "G". The landscape maintenance services of Galleon Cove Homeowners' Sub-

Association shall be limited to that front yard area of each Unit within the front Lot line, the exterior facade of the Unit and an imaginary line approximately five feet (5') rearward of the facade facing Tract "A" (Galleon Cove Circle).

E. To collect bulk cable television service fees.

F. To repair, maintain and reconstruct, as required, the roads and drainage facilities within Woodbine Parcel "G".

G. To otherwise engage in such additional lawful activities for the benefit, use, convenience and enjoyment of its members as Galleon Cove Homeowners' Sub-Association may deem proper.

H. To maintain the water management system as permitted by South Florida Water Management District if directed to do so by the Master Association.

I. To maintain real property titled in the name of Northern Palm Beach County Improvement District located within Woodbine Parcel "G", if directed to do so by the Master Association.

J. To maintain, including supplying electricity for, lighting those roads as to which DECLARANT or Northern Palm Beach County Improvement District has installed the lighting equipment, as directed to do so by the Master Association.

Section 5.02. Required Services. Galleon Cove Homeowners' Sub-Association shall, as required, provide the following services:

A. **Roads.** Maintain and reconstruct the platted roads within Woodbine Parcel "G".

B. **Common Areas.** Maintain, clean, landscape, relandscape, and repair any Common Areas within Woodbine Parcel "G".

C. **Owners' Properties.** Maintain the exterior land portions of any Lots and Units at Woodbine Parcel "G", including the following: mow, fertilize, irrigate, weed and mulch the lawns and landscaping; maintain and replace plants and trees at respective Lot or Unit Owner's expense as consented to by Master Association ARC; and maintain and repair mailboxes and paper boxes, if any. The Sub-Association shall provide the foregoing services to that area of each Unit within the front Lot boundary line and an imaginary line approximately five (5) feet rearward of the electric meter mounted on the side of a Unit serving the Unit or approximately five (5) feet rearward of the electric meter serving the adjoining Unit or approximately five feet (5') rearward of the facade of the Unit facing Tract "A" (Galleon Cove Circle). Hedges may be planted as a demarcation line between Sub-Association landscape maintenance service and Owner maintenance service of said Owner's Lot or Unit. On corner Lots or Units, the Sub-Association maintenance service shall continue to maintain land areas of the Lot or Unit within visual field of the adjoining road, but in no event to extend into the backyard or side interior yard between two Units. The Sub-Association's determination of areas of maintenance service shall be binding and may be

demarcated by the planting of hedges, which hedges may or may not have gaps in said hedges.

D. Recreational Facilities. There are no dedicated Recreational Facilities within Woodbine Parcel "G".

E. Maintenance of Easement Areas. Cleanup, landscaping, landscaping maintenance and other maintenance of any real property or easement areas located within Woodbine Parcel "G" for which the Master Association has delegated the responsibility for maintenance to Galleon Cove Homeowners' Sub-Association.

F. Enforce Covenants, Conditions and Restrictions. Take any and all actions necessary to enforce all covenants, conditions, and restrictions affecting the Woodbine Parcel "G" Properties and perform any of the functions or services delegated to Galleon Cove Homeowners' Sub-Association in any of the following: this Sub-Declaration; any Covenants, Conditions, or Restrictions applicable to the Woodbine Parcel "G" Properties; or any Supplemental Subordinated Declarations, the Articles or the Bylaws of Galleon Cove Homeowners' Association.

G. Conduct Business. Conduct business of Galleon Cove Homeowners' Sub-Association, including but not limited to administrative services such as legal, accounting, financial, and communication services informing Members of activities, notice of meetings and other important events.

H. Insurance. Purchase, when underwritten at premiums within the budget of Galleon Cove Homeowners' Sub-Association, general liability and hazard insurance covering improvements and activities on those portions of the Galleon Cove Properties subject to the maintenance obligations of Galleon Cove Homeowners' Sub-Association, including Common Areas and Recreational Facilities, if any. In the event the Master Association provides general liability and/or hazard insurance which specifically includes general liability for Galleon Cove Homeowners Sub-Association and/or hazard insurance for Woodbine Parcel "G", Galleon Cove Homeowners Sub-Association may rely on Master Association proof of said insurance coverage in place for the benefit of Galleon Cove Homeowners Sub-Association.

I. Programs. Conduct recreation, sport, craft, and cultural programs of interest to Members, their families, tenants and guests, if the Board of Director for Galleon Cove Homeowners' Sub-Association determines that such should be done.

J. Construct Improvements. Construct improvements on any property transferred to it or dedicated to its use for Recreational Facilities and the Common Areas subject to its maintenance responsibility as may be required to provide the services authorized in Section 5.02(B) of this Article.

Section 5.03. Obligation of the Association. Galleon Cove Homeowners' Sub-Association shall be obligated to carry out the functions and services specified in Section 5.02 of this Article to the extent such maintenance and services can be provided with the proceeds of annual and/or special assessments. The functions and services which Galleon Cove Homeowners' Sub-Association is authorized to carry out or to provide may be added to or reduced at any time upon the affirmative

vote of a majority of the Board of Directors.

Section 5.04. Mortgage and Pledge. The Board of Directors of Galleon Cove Homeowners' Sub-Association shall have the power and authority to mortgage the property of Galleon Cove Homeowners' Sub-Association and to pledge the revenues of Galleon Cove Homeowners' Sub-Association as security for loans made to Galleon Cove Homeowners' Sub-Association, which loans shall be used by Galleon Cove Homeowners' Sub-Association in performing its functions.

Section 5.05. Conveyance to Galleon Cove Homeowners' Sub-Association. Galleon Cove Homeowners' Sub-Association shall be obligated to accept any and all deeds of conveyance, if any, easements, if any, and bills of sale, if any, delivered to it by the DECLARANT or the Master Association, which deeds convey title to Common Areas, Common Properties, roadways, other rights of way easements or Recreational Facilities.

ARTICLE 6 MANAGEMENT AGREEMENTS

Section 6.01. Professional Management. The Board of Directors of Galleon Cove Homeowners' Sub-Association may retain the services of a duly licensed Professional Manager to operate the day to day obligations and responsibilities of Galleon Cove Homeowners' Sub-Associations as delegated and directed by the board of Directors.

Section 6.02. Power to Terminate Any Management Agreement. The Board of Directors of Galleon Cove Homeowners' Sub-Association shall have, upon the transfer of control of Galleon Cove Homeowners' Sub-Association from the DECLARANT, the power to terminate any management agreement entered into by Galleon Cove Homeowners' Sub-Association prior to the transfer of control upon 90 days written notice to such management firm. The provisions of this Section shall be deemed an implied term in any management agreement of Galleon Cove Homeowners' Sub-Association made prior to such transfer of control.

ARTICLE 7 EASEMENTS

Section 7.01. Zero Lot Line Development Easements. In the event that any property covered by this Subordinated Declaration receives a development order to permit construction on a "zero lot line" basis, each Owner of property upon which "zero lot line" construction has occurred and the provider of any utility service including cable television service provider shall have an easement over such adjacent properties (and concurrently each property shall be burdened with said zero lot line development easement) as may reasonably be required for the proper maintenance of the property including, but not limited to, easement for electric service meters, easement for conduit service lines and wires, up to four (4') foot roof overhangs, drainage pipes, rain drainage gutters, screen enclosure fixtures and screen enclosure anchors. Building structure ground level encroachments shall have an easement over adjacent properties not exceeding 0.4 feet.

A. In the event of party walls or party wall fences, each Owner of property upon which a party wall or party wall fence has been constructed shall have an easement over the adjacent property for the land area which the wall/fence structure occupies, to maintain said common party wall or common party wall fence. Each adjoining party wall Owner or party wall fence Owner shall share on a 50/50 basis the top surface area of the party wall or party wall fence for screen enclosure structure purposes, including the anchoring of framing structures for screen enclosures.

ARTICLE 8 ASSESSMENTS

Section 8.01. Creation of the Lien and Personal Obligations for Assessments. The DECLARANT accepts and agrees, and each Owner of any Residential Lot, Family Dwelling Unit, or Unit, shall, by acceptance of a deed therefore (whether or not so expressed in any such deed or conveyance), be deemed to accept and agree to all the terms and provisions of this Subordinated Declaration. Such acceptance shall obligate such Owner to pay to Galleon Cove Homeowners' Sub-Association: (1) annual assessments, (2) special assessments, and (3) individual assessments, all fixed, established and collected from time to time as herein provided. In addition to the assessment payment of the Galleon Cove Homeowners' Sub-Association, the Owner shall pay that portion of the Master Association assessment levied against the Lot or Unit, including bulk basic service cable television fee which is the collection obligation of Galleon Cove Homeowners' Sub-Association. These assessments, together with interest thereon and costs of collection (including reasonable attorney fees), shall be the joint and several personal obligation of the Owner of such real property at the time when the assessment became due and payable. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Property or any Recreational Facility or by the abandonment of the property against which the assessment was made. In the case of co-ownership of any property subject to assessment, all of such co-Owners shall be jointly and severally liable for the entire amount of the assessment.

Section 8.02. Purpose of Annual Assessments. The annual assessments levied by Galleon Cove Homeowners' Sub-Association shall be used exclusively for the improvement, maintenance, enhancement, repair, and operation of the property described in Article 5, and to provide services which Galleon Cove Homeowners' Sub-Association is authorized or required to provide. Such services shall include, but not be limited to the following: the payment of taxes and insurance; construction of improvements; repair; replacement; landscaping; payment of the costs to acquire labor, equipment, materials, management and supervision necessary to carry out its authorized functions, and for the payment of principal, interest and any other charges connected with loans made to or assumed by Galleon Cove Homeowners' Sub-Association for the purpose of enabling Galleon Cove Homeowners' Sub-Association to perform its authorized or required functions. Galleon Cove Homeowners' Sub-Association may, but is not required to, establish reserve funds, to be held in reserve in an interest bearing account or investments as a reserve for (a) major rehabilitation or major repairs, and (b) for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss. No reserve funds shall be established before the Turnover Date.

Section 8.03. Initial Assessment. Commencing January 1, 1996, an annual assessment may be

levied by Galleon Cove Homeowners' Sub-Association. There shall be no assessments prior to January 1, 1996, or until a date determined by the Board of Directors of Galleon Cove Homeowners' Sub-Association, whichever is later. The Board of Directors shall give notice of the initial budget and commencement of assessments at least 30 days before any assessment or installment becomes due. After the date established in the immediately preceding sentence, annual assessments shall be levied and determined in accordance with Section 8.06 and 8.08 of this Article 8.

Section 8.04. Collection of Master Association Assessments. Galleon Cove Homeowners' Sub-Association shall be liable to the Master Association for the entire amount of the aggregate Master Association assessment (annual and special) due with respect to all of the Lots and Units owned by the assessable Members of Galleon Cove Homeowners' Sub-Association including bulk cable television basic service fee. Galleon Cove Homeowners' Sub-Association shall collect the Master Association's Annual Assessments and Special Assessments as common expenses of Galleon Cove Homeowners' Sub-Association, which shall be collected from each assessable Member of Galleon Cove Homeowners' Sub-Association as provided in this Subordinated Declaration. The manner in which Master Association expenses are shared is set forth in Section 9.05 of the Declaration.

Section 8.05. Modification of Plan. The following applies to all properties of Woodbine Parcel "G": If the DECLARANT amends or modifies the Development Plan, including but not limited to adding or deleting property, increasing or decreasing density of projected units, or altering the relative densities of portions of the Woodbine Residential Planned Unit Development Resolution, or if the number of Units to be constructed in any area of the properties is changed by any Developer, the proportionate shares of the annual budget assessment (or any special assessments) of each of the Owners may be affected. No owner shall have any right to object to any such amendment or modification of the Development Plan on the basis that same would affect its proportionate share of the annual budget assessment (or any special assessment) and the decisions of the DECLARANT in this regard shall be final, conclusive, and non-reviewable.

Section 8.06. Annual Budget of General Expenses. Galleon Cove Homeowners' Sub-Association shall prepare an annual budget not less than thirty (30) days in advance of the commencement of each fiscal year. Such budget shall project the estimated total expenditures for the services and reserves (if any) set forth in Section 8.02 above for the forthcoming year.

Section 8.07. Types of Property. Only for purposes of this Article 8, all real property of Owners shall be classified into two groups:

A. **"Unit".** Units shall consist of all Units (Family Dwelling Unit or Single Family Unit) within Woodbine Parcel "G" that have been issued a Certificate of Occupancy by the City of Riviera Beach. DECLARANT'S Units are expressly exempt from this definition of "Units" and DECLARANT'S Units are not assessable.

B. **"Lots".** Lots shall consist of all Residential Lots / Lots within Woodbine Parcel "G". DECLARANT'S Lots are also expressly exempt from this definition of "Lots," and DECLARANT'S Lots are not assessable.

Section 8.08. Equal Assessment of Annual Sub-Association Assessments among Units/Lots.

A. Annual Sub-Association assessments for Unit and/or Lot Owners shall be assessed equally pursuant to Section 9.05(A) of the Declaration.

B. Galleon Cove Homeowners' Sub-Association will determine the number of Unit properties at Woodbine Parcel "G". The annual budget will be divided by the total number of assessment units to determine a share. Each Owner except DECLARANT will be assessed one share for each Unit owned, and each Owner except DECLARANT will be assessed one share for each Lot owned. The number of Units and Lots within Woodbine Parcel "G", as expanded, if expanded, (excluding DECLARANT'S Units/Lots) shall be determined by the ARC, and the determinations of the ARC in this regard shall be final.

C. Assessments pertaining to any Unit or Lot shall commence upon conveyance of the Unit or conveyance of the Lot by Declarant to Owner other than Declarant.

Section 8.09. Special Assessments. The date of a Special Assessment shall be the date of the vote authorizing the special assessment by the majority of the Board of Directors of Galleon Cove Homeowners' Sub-Association.

A. **Purpose.** In addition to the annual assessments authorized by this Article 8, Galleon Cove Homeowners' Sub-Association may levy special assessments for the acquisition of any Common Property, including the payment of any mortgages thereon. Galleon Cove Homeowners' Sub-Association may also levy a special assessment, for the purpose of defraying, in whole or in part, the costs of any construction or reconstruction, ordinary or emergency repair of, or replacement of, capital improvements upon the Common Property including the necessary fixtures and personal property related thereto and to repay any loan made to Galleon Cove Homeowners' Sub-Association to enable it to perform the duties and functions authorized herein. To the extent that annual assessments are insufficient to fund the services which Galleon Cove Homeowners' Sub-Association is authorized to provide, Galleon Cove Homeowners' Sub-Association may levy a special assessment to cover the costs thereof.

B. **Equal Assessment Proportion and Amount.** Special assessments for Unit Owners and Lot Owners shall be determined as provided herein for annual assessments. The total amount of special assessments, in any one year, may not exceed a sum equal to the amount of annual assessment for such year, except in the case of casualty loss. This provision shall be interpreted to mean that Galleon Cove Homeowners' Sub-Association may make in any one calendar year (i) an annual assessment as set forth in Section 8.08 of this Article, plus (ii) one additional special assessment, which additional special assessment considered alone, may not exceed the dollar amount annual assessment within the same calendar year that the special assessment is made.

Section 8.10. Individual Assessments. Each Owner of a Family Dwelling Unit or Residential Lot is required to maintain his or her property, whether improved or unimproved, in a state of good repair at all times subject to other provisions of this Sub-Declaration. This shall include, but shall not be limited to, periodic painting (or other appropriate refinishing) of all structures, the maintenance of that part of the lawns, shrubbery and trees that are not maintained by Galleon

Cove Homeowners' Sub-Association in a well-groomed and trim condition. If the Lot is unimproved, each Owner shall maintain the vacant land in an orderly and uncluttered condition. Such Owners may be further required to maintain their property in accordance with any other covenants, conditions and restrictions, and Supplemental Subordinated Declarations to which their deeds or other instruments of conveyance may be subject (whether reference thereto is made therein or not). In the event of the failure of such Owner(s) to maintain their property as required herein, Galleon Cove Homeowners' Sub-Association, after first giving thirty (30) days notice to such Owners, may take such steps as are necessary to remedy any defective and/or unsightly conditions to comply with requirements imposed herein, or Galleon Cove Homeowners' Sub-Association may correct the deficiencies and require the Owner(s) to pay the costs for doing so. The Owner(s) of such property shall be assessed for the expense of same. Entry upon such Owners' Property for correcting of the deficiencies shall not constitute a trespass. Assessments may also be levied against Owners for any damage to Common Property or Recreational Facilities which may be caused by Owners, their families, lessees, licensees, guests or invitees, by negligence or willful misconduct. Declarant is exempt from any and all individual assessments.

Section 8.11. Exemption. DECLARANT is exempt as owner from any and all annual assessments, special assessments and individual assessments. This is a covenant expressly bargained for between DECLARANT and each Owner (and the Owner's assignees and grantees). DECLARANT shall pay any operating expenses of the Sub-Association that exceed the Sub-Association assessments received from Members and other income of the Sub-Association, which obligation of DECLARANT shall continue until that point in time when Members other than DECLARANT are entitled to elect a majority of the members of the Sub-Association Board of Directors.

Section 8.12. Installment Payment of Annual Assessments. Annual assessments shall be paid monthly in advance on the first day of each month, or in other installments as otherwise established by Galleon Cove Homeowners' Sub-Association, commencing with the date stated in Section 8.03 of this Article, and shall be deemed delinquent if not received by Galleon Cove Homeowners' Sub-Association on or before the tenth day after they become due. The due date and grace period of any special assessment under Section 8.09 hereof shall be fixed in the resolution authorizing such assessment.

Section 8.13. Duties of the Board of Directors. The Board of Directors of Galleon Cove Homeowners' Sub-Association shall prepare an annual budget and fix the amount of the assessment against each of the properties as provided hereinabove for each assessment period. Written notice of the assessment shall thereupon be sent to each Owner. Galleon Cove Homeowners' Sub-Association shall upon written demand at any time furnish to any Owner a certificate in writing signed by an officer of Galleon Cove Homeowners' Sub-Association, setting forth whether an assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. Galleon Cove Homeowners' Sub-Association may charge a reasonable fee for this certificate if requested more than once per year by the same Owner.

Section 8.14. Effect of Non-Payment of Assessment Lien.

A. Unpaid Assessments Become Lien on Property. If any assessment is not paid on or before the past-due date specified in Section 8.12 of this Article 8, then such assessment shall be deemed delinquent and shall thereupon become a charge and continuing lien, as provided below, on the Unit or Lot and improvements thereon against which each assessment was made. If the Lot or Unit Owner is in default in the payment of an installment of an assessment, the remaining installments may be accelerated, upon notice to the Owner as provided in the Bylaws, and the entire unpaid assessment shall become a charge and continuing lien, as provided below, on the Unit or Lot and improvements thereon, against which the assessment was made. Interest on the amount of the assessment, at the maximum rate allowed under law from the due date, and the cost of collection (including reasonable attorneys' fees) will be included in the amount charged against the Unit or Lot and that results in a continuing lien on said Unit or Lot. The Board of Directors shall have the authority to waive (either on a case by case basis or prospectively) interest which may become due under this section in order to save bookkeeping costs if the Board finds it in the best interest of Galleon Cove Homeowners' Sub-Association to do so.

B. Personal Obligation. Assessments shall be the personal obligations of each Owner of a Unit or Lot at Woodbine Parcel "G", as expanded, if expanded, and each Owner shall remain personally liable for all assessments against said Owner's Unit or Lot, which liability will survive even after said Owner has transferred title to the Unit or Lot subject to the assessment.

C. Claim of Lien. Liens shall be evidenced by a Claim of Lien filed among the Public Records of Palm Beach County, Florida. They shall be effective from the time of recording. Such liens shall be subordinate to the lien of any mortgage or other liens recorded prior to the time of the recording of the Claim of Lien by Galleon Cove Homeowners' Sub-Association, but shall be superior to the rights of all persons arising under conveyances, mortgages, and other liens occurring after recording of such Claim of Lien.

D. DECLARANT Exemption. Inasmuch as DECLARANT is exempt from all assessments, Galleon Cove Homeowners' Sub-Association shall have no authority to claim a lien or file a lien against Units, Lots or Parcels or any other lands owned by DECLARANT and any such attempt to file a Claim of Lien against DECLARANT shall be null and void.

Section 8.15. Remedies. If any assessment is not paid when due or within any applicable grace period, or within thirty (30) days, if there is no applicable grace period, Galleon Cove Homeowners' Sub-Association may bring an action at law against any person personally obligated to pay the same and/or an action in equity to foreclose a lien against the subject property. Such foreclosure shall be pursued as is provided by law in cases of mortgage and/or lien foreclosures. Galleon Cove Homeowners' Sub-Association may bid at any sale held pursuant to such foreclosure and apply as a cash credit against its bid all sums due Galleon Cove Homeowners' Sub-Association covered by the lien being enforced. The Board of Directors may settle and compromise said Claim of Lien if in the judgment of the majority of the Board of Directors such compromise action is in the best interest of Galleon Cove Homeowners' Sub-Association. In any civil action brought under Section 8, Galleon Cove Homeowners' Sub-Association shall be entitled to judgement for interest, costs, and reasonable attorney fees if it is the prevailing party.

Section 8.16. Subordination of the Claim of Lien of Galleon Cove Homeowners' Sub-Association to Mortgages. Where a Person obtains title to a Unit or Lot as a result of foreclosure of a first mortgage or where the holder of a first mortgage accepts a deed in lieu of foreclosure of its first mortgage, such acquire of title and its heirs, successors or assigns, shall not be liable for the Claim of Lien of any assessment pertaining to a Unit or Lot so acquired which became due after the filing date of the first mortgage, but prior to the acquisition of title. Such property shall be free of any lien for such assessment; provided however, that the extinguishment of the lien against a Unit or Lot shall not relieve the original Owner from its personal liability to Galleon Cove Homeowners' Sub-Association for such unpaid assessments. Any assessment not collected because of the foregoing provisions or otherwise found by the Board of Directors to be uncollectible shall be collectible as additional common expenses from all assessable Members subject to the same type of assessment.

Section 8.17. Exempt Property. The following property and persons shall be exempt from assessments under this Subordinated Declaration and liens therefor:

- A. Utility easements or dedicated public roadways;
- B. All Common Property and Common Areas.
- C. Easements in favor of, and lands, if any, whose title is held by Northern Palm Beach County Improvement District.
- D. All property owned by DECLARANT.
- E. All interests of Barnett Bank of Palm Beach County pursuant to that Mortgage and Security Agreement recorded in Official Records Book 8320, Page 268, Palm Beach County, Florida, public records, as amended by Mortgage Modification and Spreader Agreement recorded in Official Records Book 9046, Page 677, Palm Beach County, Florida, public records, as amended.

Section 8.18. Annual Statements. As soon as practical after the close of the fiscal year of the Sub-Association, the Sub-Association shall cause an unaudited financial statement to be prepared by its accountant or bookkeeper. Such statement shall show the assets and liabilities of the Sub-Association at the close of such fiscal year, and the statement of revenues, costs and expenses. Such financial statements shall be available for inspection by the Master Association, any Member of the Sub-Association, and any holder, insurer, or guarantor of any first mortgage encumbering any real property part of the properties, at the offices of the Sub-Association. Any one or more of the foregoing may, at their own prepaid expense to be shared as they may see fit among themselves, cause the books and records of the Sub-Association to be examined, and a financial statement to be prepared, by an independent certified public accountant. Such statement shall be made available for examination to all Directors of the Sub-Association and to anyone contributing to the cost of such audit.

**ARTICLE 9
ARCHITECTURAL AND DEVELOPMENTAL CONTROL
BY MASTER ASSOCIATION**

Section 9.01. Architectural Review Committee of the Woodbine Master Association, Inc. Woodbine Parcel "G" is subject to the provisions of Article 10 of the Declaration. There is no separate and distinct architectural review committee for Galleon Cove Homeowners Sub-Association.

**ARTICLE 10
INSTRUMENT OF CONVEYANCE**

Section 10.01. Subsequent to the recording of this Subordinated Declaration in the Public Records of Palm Beach County, Florida, each and every conveyance of any portion or all of the Woodbine Parcel "G" Properties shall be subject to the covenants, conditions, and restrictions hereof. Such instrument of said conveyance shall recite the Official Records Book and page numbers where this Subordinated Declaration is recorded in the Public Records. The Subordinated Declaration shall be covenants running with the land and be binding upon the land, Woodbine Parcel "G" Properties and the Owners thereof and their successors, designees, grantees, and assigns. In the event an instrument of conveyance is given or recorded without the information required by this article, such information shall be deemed constructively included therein.

Section 10.02. Each new Owner, upon taking title to a Unit or Lot shall provide Galleon Cove Homeowners' Sub-Association with a true copy of the instrument of conveyance or transfer as said instrument was recorded in the Public Records.

**ARTICLE 11
USE RESTRICTIONS**

Section 11.01. Use Restrictions. Galleon Cove Homeowners' Sub-Association hereby adopts all of the Use Restrictions contained in Article 12 (Use Restrictions) of the Declaration of Covenants, Conditions and Restrictions of WOODBINE, as recorded in Official Records Book 8271, Page 9, Palm Beach County, Florida, Public Records, as amended from time to time. A violation of any of said Use Restrictions is also a violation of said Use Restriction under this Subordinated Declaration. Galleon Cove Homeowners' Sub-Association may take enforcement actions singly or jointly or may defer enforcement in favor of enforcement by the Master Association.

Section 11.02. Authority to Tow. To honor the limitations set forth in Section 12.06 of the Declaration regarding Vehicle Parking and Storage, each Owner covenants that the number of approved vehicles parking on any Unit or Lot shall be expressly limited to the number of paved parking places existing on said Unit or Lot together with the number of enclosed garage spaces that are clear of personal property to accept a parked vehicle within said garage. The Galleon

Cove Homeowner's Sub-Association is expressly granted the authority, in addition to the authority granted to the Master Association, to remove and tow, at the Unit Owner's expense, any vehicle which exists or any vehicle which is parked in violation of the Use Restrictions of this Sub-Declaration. This right is granted by Owner to the Galleon Cove Homeowner's Sub-Association as to any vehicle or machine owned/leased by Owner, or owned/leased by Owner's family, guests and agents. The vehicle or machine may be removed/towed to an impound area of the Master Association, or to the storage yard of any tow truck operator. In the event the Owner fails to pay the expense of the vehicle/machine removal and towing within ten (10) days of the mailing of the invoice, the invoice amount shall be an Individual Assessment against the Owner, enforceable pursuant to the procedures set forth in Article 8 of this Sub-Declaration.

Section 11.03. DECLARANT Exemption. The Use Restrictions of this Article and the Use Restrictions incorporated by reference shall not apply to Northern Palm Beach County Improvement District, Schickedanz Bros - Riviera Ltd., or DECLARANT or its agents, employees, successors or DECLARANT assigns during the period of development and sales of the Woodbine Parcel "G" Properties.

Section 11.04. Additional Use Restrictions. The Board of Directors of Galleon Cove Homeowners' Sub-Association may adopt such additional rules or regulations, applicable to all or any portion or portions of the Woodbine Parcel "G" Properties and to waive or modify application of the foregoing use restrictions with respect to any Unit or Lot as the Board, in its sole discretion, deems appropriate. A waiver or lack of enforcement of one or more restrictions shall not be construed as a waiver of all similar restrictions in future situations. Galleon Cove Homeowners' Sub-Association shall have full enforcement rights notwithstanding any prior waiver. The DECLARANT may, so long as DECLARANT owns any Unit in Woodbine Parcel "G", amend the Use Restrictions of Woodbine Parcel "G" or add additional Use Restrictions applicable to Woodbine Parcel "G". Any additional restrictions shall be recorded as an Amendment to the Sub-Declaration among the Public Records of Palm Beach County, Florida.

ARTICLE 12 GENERAL PROVISIONS

Section 12.01. Duration. The covenants, conditions and restrictions of this Subordinated Declaration shall run with and bind the Woodbine Parcel "G" Properties and shall inure to the benefit of and be enforceable by Galleon Cove Homeowners' Sub-Association, the DECLARANT, and any Owner, their respective legal representatives, heirs, successor, and assigns from the date this Subordinated Declaration is recorded until this Subordinated Declaration is terminated. This Subordinated Declaration may be terminated only at a meeting of the Members, after giving to each Member at least forty-five (45) days written notice in advance of said meeting that termination will be considered; upon the affirmative vote of three-fourths (3/4ths) of the votes cast by Members present and voting; with the written consent (in recordable form) of Institutional Mortgagees holding first mortgages securing three-fourths (3/4ths) of the aggregate outstanding dollar balance of all mortgages encumbering the Galleon Cove Properties.

A. Notwithstanding the foregoing, no termination may be effective prior to December 31,

2020, without the consent of the DECLARANT.

B. In the event that Galleon Cove Homeowners' Sub-Association votes to terminate this Subordinated Declaration, the President and Secretary of Galleon Cove Homeowners' Sub-Association shall execute a certificate which shall set forth the resolution of termination specifying the date of the meeting of Galleon Cove Homeowners' Sub-Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of Galleon Cove Homeowners' Sub-Association, the total number of votes required to constitute a quorum at a meeting of Galleon Cove Homeowners' Sub-Association, the number of votes necessary to adopt a resolution terminating this Subordinated Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate and all the required consents of mortgagees shall be recorded in the Official Records of Palm Beach County, Florida and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Subordinated Declaration.

C. Should this Subordinated Declaration be terminated as provided for herein, all Common Property, Common Area and Recreational Facilities, if any, owned or held by Galleon Cove Homeowners' Sub-Association at such time shall be transferred to a trustee appointed by the Circuit Court of Palm Beach County, Florida, which trustee may sell the Common Property, Common Area and Recreational Facilities free and clear of the limitations imposed hereby upon terms established by the Circuit Court of Palm Beach County, Florida. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on the Common Property, Common Area or Recreational Facilities, then for the payment of any obligations incurred by the trustee in the operation, maintenance, repair, and upkeep of the Common Property, Common Area or Recreational Facilities. The excess of proceeds, if any, from Common Property and Recreational Facilities shall be distributed among property Owners, share and share alike. Where the portion of the Woodbine Parcel "G" Properties owned by any Owner is encumbered by a mortgage, the distribution attributable to said portion of the Woodbine Parcel "G" Properties shall be applied as provided in said mortgage either as specifically provided therein or as provided in cases of condemnation awards.

Section 12.02. Amendments by Members. The members may amend this Subordinated Declaration as provided in the Bylaws.

Section 12.03. Amendments by the DECLARANT. The DECLARANT may amend this Subordinated Declaration at any time that it shall be in control of Galleon Cove Homeowners' Sub-Association without the consent of the Members. The DECLARANT may amend this Subordinated Declaration even after it is no longer in control of Galleon Cove Homeowners' Sub-Association, without the consent or approval of the Members, to correct any scrivener's errors. In that regard, the DECLARANT shall be the sole judge of what constitutes a scrivener's error.

A. DECLARANT may at any time amend the plat of Woodbine Parcel "G". This right includes the right to amend this Subordinated Declaration as may be required by any such replatting of Woodbine Parcel "G".

Section 12.04. Notices. Any notice required to be sent to any Member or Owner under the

provisions of the Subordinated Declaration shall be deemed to have been properly given, when mailed, with the proper postage affixed, to the last known address of the person or entity who appears as Owner in the Public Records of Palm Beach County, Florida, as said address appears on the records of Galleon Cove Homeowners' Sub-Association. Notice to one of two or more co-owners of a Residential Lot, Family Dwelling Unit or Unit, shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the Secretary of Galleon Cove Homeowners' Sub-Association in writing of any change of address. Any person who becomes an Owner and Member following the first day in the calendar month in which said notice is mailed shall be deemed to have been given notice, if said notice was given to its predecessor in title. In the event notice of change of ownership of the property of any member is not furnished to Galleon Cove Homeowners' Sub-Association as provided in Section 10.02 of Article 10 hereof, any notice sent by Galleon Cove Homeowners' Sub-Association to the Owner's address last known to Galleon Cove Homeowners' Sub-Association shall be deemed proper notice under this section.

Section 12.05. Enforcement. Enforcement of these covenants, conditions and restrictions shall be by any proceeding at law or in equity and may be instituted by the DECLARANT, its successors or assigns, Galleon Cove Homeowners' Sub-Association, its successors or assigns, or any Owner. The failure by Galleon Cove Homeowners' Sub-Association, any Owner, or the DECLARANT to enforce any covenant, condition, or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter. In any proceeding for the enforcement or to determine the construction of any of the provisions hereof, the prevailing party shall be entitled to an award of costs and reasonable attorney fees, provided, however, that no award of costs and reasonable attorney fees shall ever be entered against the DECLARANT.

Section 12.06. Severability. Should any covenant, condition, or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Subordinated Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 12.07. Interpretation. The Board of Directors of Galleon Cove Homeowners' Sub-Association shall have the right except as limited by any other provisions of this document or the Bylaws to determine all questions arising in connection with this Subordinated Declaration and to construe and interpret its provisions, and its good faith determination, construction or interpretation shall be final and binding. In all cases, the provisions of this Subordinated Declaration shall be given that interpretation or construction that will best tend toward the consummation of the general plan of development.

Section 12.08. Authorized Action. All actions which Galleon Cove Homeowners' Sub-Association are allowed to take under this instrument shall be authorized actions of Galleon Cove Homeowners' Sub-Association if approved by the Board of Directors of Galleon Cove Homeowners' Sub-Association in the manner as provided for in the Bylaws of Galleon Cove Homeowners' Sub-Association, unless the terms of this instrument provide otherwise.

Section 12.09. Non-profit Status. Notwithstanding anything contained herein to the contrary, Galleon Cove Homeowners' Sub-Association will perform no act nor undertake any activity which will violate its non-profit or tax exempt status (if granted) under applicable state or federal law.

Section 12.10. Construction of Terms. Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

Section 12.11. Liberal Construction. The provisions of this Subordinated Declaration shall be liberally construed to effectuate its purpose of creating a uniform development plan for the operation of the Woodbine Parcel "G" Properties.

Section 12.12. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by Galleon Cove Homeowners' Sub-Association unless approved by eighty (80%) percent of all the votes entitled to be cast by all of the Members. This section shall not apply, however, to the following:

A. Actions brought by Galleon Cove Homeowners' Sub-Association to foreclose Claims of Liens;

B. The imposition and collection of assessments as provided in Article 8 hereof;

C. Proceedings involving challenges to ad valorem taxation; and

D. Counterclaims brought by Galleon Cove Homeowners' Sub-Association in proceedings instituted against it.

E. Actions brought by Galleon Cove Homeowner's Sub-Association to enforce Use Restrictions.

This section 12.12 shall not be amended unless such amendment is made by the DECLARANT or is approved by the percentage of votes, and pursuant to the same procedures necessary to institute proceedings as provided above.

ARTICLE 13 TURNOVER OF SUB-ASSOCIATION

Section 13.01. Event of Turnover. DECLARANT has expressly reserved unto itself the authority to maintain control of the Board of Directors of the Sub-Association until such time as (a) DECLARANT does not own any Units or Lots in Woodbine Parcel "G"; or (b) DECLARANT, electing at its sole discretion, to turn over control of the Board of Directors of the Sub-Association, or (c) until such point in time the provisions of Florida Statutes §617.307 require the transition of the Sub-Association control of Woodbine Parcel "G" Properties.

Section 13.02. No Reserves. DECLARANT has elected not to collect reserves for any aspect

of the Woodbine Parcel "G" Properties administered by the Sub-Association during the period of time that the DECLARANT is in control of the Board of Directors of the Sub-Association. For this reason, the Owners acknowledge that there is no obligation of the DECLARANT to provide funds for reserve accounts in the financial accounts of the Sub-Association at the time of turnover. After turnover of control, the Board of Directors may budget for reasonable reserves pursuant to the provisions of Article 8.

Section 13.03. Working Capital. Owners acknowledge that DECLARANT has no obligation to provide any working capital for the operation of the Sub-Association at the time of turnover of the Sub-Association to a Board of Directors composed of Directors other than Directors controlled by the DECLARANT. Notwithstanding the foregoing provision, DECLARANT covenants that DECLARANT shall, at time of turnover, in express reliance and in exchange for a full and complete General Release issued by the Board of Directors composed of Directors a majority of whom are other than Directors placed on the Board by the DECLARANT, providing for a full and complete General Release to DECLARANT as Developer of any and all claims arising out of or pertaining to the development of Woodbine Parcel "G" and the provisions of this Sub-Declaration in exchange for the payment by DECLARANT to the Sub-Association of the sum of One Thousand and no/100 (\$1,000.00) Dollars as a contribution to the working, operating capital of the Sub-Association. In the event the Board of Directors, composed of Directors a majority of whom are other than Directors placed on the Board by the DECLARANT, declines to issue the General Release to DECLARANT, the commitment to make the \$1,000.00 payment shall expire.

IN WITNESS WHEREOF, the DECLARANT has executed this Subordinated Declaration of Covenants, Conditions and Restrictions of Woodbine Parcel "G" this 16th day of February, 1996.

SCHICKEDANZ BROS - RIVIERA LTD,
A Florida Limited Partnership,
by its General Partner,
SCHICKEDANZ ENTERPRISES, INC.,
A Florida Corporation

Signed, sealed and delivered
in the presence of:

Sally H. Ucellini

Sally H. Ucellini

Print Name of Witness

John Fenniman

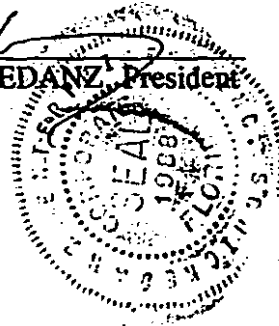
JOHN FENNIMAN

Print Name of Witness

By:

Waldemar Schickedanz
WALDEMAR SCHICKEDANZ, President

(Corporate Seal)



STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 16 day of February, 1996, by WALDEMAR SCHICKEDANZ, President of SCHICKEDANZ ENTERPRISES, INC., a Florida Corporation, General Partner of SCHICKEDANZ BROS - RIVIERA LTD, a Florida Limited Partnership, on behalf of the Partnership. He is personally known to me.

NOTARY PUBLIC:

John H. Fenniman

Print Name: _____

My Commission Expires:

My Commission No.



JOHN H. FENNIMAN
Notary Public, State of Fla.
My Commission Expires
February 20, 1998
Comm. No. CC346054

(Notary Stamp)

This is not a certified copy

**CONSENT OF MORTGAGEE TO SUBORDINATED
DECLARATION FOR WOODBINE PARCEL "G"**

BARNETT BANK OF PALM BEACH COUNTY, a Florida banking corporation, and the holder of a Mortgage and Security Agreement dated June 24, 1994, recorded in Official Records Book 8320, Page 268, as amended by Mortgage Modification and Spreader Agreement recorded in Official Records Book 9046, Page 677, of the public records of Palm Beach County, Florida, does hereby consent to the filing of the foregoing Subordinated Declaration of Covenants, Conditions and Restrictions of Woodbine Parcel "G" in accordance with Article 30 of the aforesaid Mortgage and Security Agreement, as amended.

Dated this 16 day of February, 1996.

Signed, Sealed and Delivered in our presence as witnesses:

BARNETT BANK OF PALM BEACH COUNTY

Sonya Harden
Signature of Witness #1
Sonya Harden
Print Name of Witness #1

By: [Signature]
JUNE B. WOOD, Vice President

Alisa A Perez
Signature of Witness #2
Alisa A Perez
Print Name of Witness #2

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 16 day of February, 1996, by JUNE B. WOOD, Vice President of Barnett Bank of Palm Beach County, a Florida banking corporation, for the corporation, who is personally known to me.

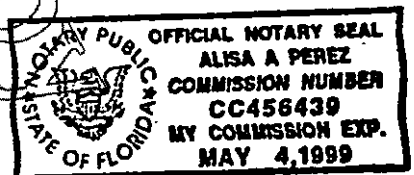
NOTARY PUBLIC

Alisa A Perez
(Signature of Notary Public)
Alisa A Perez
(Type or Print Name of Notary Public)

(NOTARY SEAL)

My Commission Number:

My Commission Expires:



State of Florida



Department of State

I certify from the records of this office that GALLEON COVE HOMEOWNERS' SUB-ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on February 14, 1996.

The document number of this corporation is N96000000785.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1996, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capitol, this the Fifteenth day of February, 1996



CR2EO22 (2-95)

Sandra B. Northam
Secretary of State

EXHIBIT "A"

FILED
96 FEB 14 AM 9:48
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

GALLEON COVE HOMEOWNERS' SUB-ASSOCIATION, INC.

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned, who is a resident of the State of Florida and who is of full age, has this day voluntarily associated himself for the purpose of forming a corporation not-for-profit and does hereby certify:

ARTICLE I
NAME OF CORPORATION

Section 1.01. The name of the corporation is:

GALLEON COVE HOMEOWNERS' SUB-ASSOCIATION, INC.

ARTICLE II
PRINCIPAL OFFICE

Section 2.01. The principal office of Galleon Cove Homeowners' Sub-Association is:

4152 W. Blue Heron Blvd., Suite 116
Riviera Beach, Florida 33404.

ARTICLE III
REGISTERED AGENT

Section 3.01. GERHARD H. SCHICKEDANZ, whose address is 4152 W. Blue Heron Blvd., Suite 116, Riviera Beach, Florida 33404, is hereby appointed the initial Registered Agent of Galleon Cove Homeowners' Sub-Association, Inc.

**ARTICLE IV
SUBORDINATE TO WOODBINE MASTER ASSOCIATION, INC.**

Section 4.01. The Galleon Cove Homeowners' Sub-Association, Inc., is subordinate to the authorities of the Woodbine Master Association, Inc., a Florida non-profit corporation, pursuant to the authorities granted to the Woodbine Master Association, Inc., in its Declaration, Articles of Incorporation and Bylaws, as amended from time to time, and as set forth in the Subordinated Declaration of Covenants, Conditions and Restrictions of Woodbine Parcel "G".

**ARTICLE V
PURPOSE AND POWERS OF THE SUB-ASSOCIATION**

Section 5.01. Purposes. The Galleon Cove Homeowners' Sub-Association, Inc. does not contemplate pecuniary gain or profit to its members. The specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residential Lots; Units and Common Area of Woodbine Parcel "G" within that certain tract of property described in the Plat of WOODBINE PARCEL "G", to wit; WOODBINE PARCEL "G" as recorded in Plat Book 75 Pages 175 through 177 inclusive, Palm Beach County, Florida, Public Records, and any replat of Parcel "G" or any portion thereof, and to promote the health, safety and welfare of the residents within the above-described property as may hereafter be brought within the jurisdiction of Galleon Cove Homeowners' Sub-Association, Inc. for this purpose.

Section 5.02. Powers. Galleon Cove Homeowners' Sub-Association, Inc. shall have the following powers which shall be governed by the following provisions:

A. Galleon Cove Homeowners' Sub-Association, Inc. shall have all of the common law and statutory powers of a non-profit corporation, which are not in conflict with the terms of these Articles, the Subordinated Declaration or the Bylaws.

B. Galleon Cove Homeowners' Sub-Association, Inc. shall have all of the powers and duties set forth in the Subordinated Declaration, except as limited by these Articles, and all powers and duties reasonably necessary to operate and administer Woodbine Parcel "G" pursuant to the Subordinated Declaration, including but not limited to the following:

1. Exercise all of the powers and privileges and to perform all of the duties and obligations of Galleon Cove Homeowners' Sub-Association, Inc., as set forth in that certain Declaration of Restrictive Covenants, Conditions and Restrictions of WOODBINE, hereinafter called the Master Declaration, applicable to the property and recorded in Official Records Book 8271, Page 9, Public Records of Palm Beach County Florida, as amended by First Amendment thereto recorded in Official Records Book 8823, page 1997, Palm Beach County, Florida, public records, and Second Amendment thereto recorded in Official Records Book 8969, Page 942, Palm Beach County, Florida, public records, and as the same may be amended from

time to time as therein provided, and as set forth in that certain Subordinated Declaration of Covenants, Conditions and Restrictions of Woodbine Parcel "G", hereinafter called the Subordinated Declaration, applicable to the property and recorded or to be recorded in the Public Records of Palm Beach County, Florida, and as the same may be amended from time to time as therein provided, said Subordinated Declaration being incorporated herein as if set forth at length;

2. Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Subordinated Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of Galleon Cove Homeowners' Sub-Association, Inc. including all licenses, taxes or governmental charges levied or imposed against the property of Galleon Cove Homeowners' Sub-Association, Inc.;
3. Collect from members Master Association assessments which are made and levied by the **WOODBINE MASTER ASSOCIATION, INC.**;
4. Collect bulk cable television payments for the benefit of cable television providers.
5. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of Galleon Cove Homeowners' Sub-Association, Inc.;
6. Borrow money, and with the assent of two-thirds (2/3) of the members, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
7. Dedicate, grant easements, sell or transfer all or any part of the Common Areas of Woodbine Parcel "G" to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the members, agreeing to such dedication, sale or transfer.
8. Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of the members;
9. To use the proceeds of assessments in the exercise of its powers and duties;
10. To maintain, repair, replace, manage and operate Woodbine Parcel

"G" and to maintain those yard areas of Owners as described in the Subordinated Declaration;

11. To purchase insurance upon the property of Woodbine Parcel "G" and insurance for the protection of Galleon Cove Homeowners' Sub-Association, Inc., and its Members as Owners;

12. To make and amend reasonable rules and regulations respecting the use of the properties at Woodbine Parcel "G"; provided however, that after the Turnover Date, all such rules and regulations and amendments thereto shall be approved by not less than sixty-five (65%) percent of the votes of the entire membership of Galleon Cove Homeowners' Sub-Association, Inc., before the same shall become effective;

13. To enforce by legal means the provisions of the Subordinated Declaration, these Articles of Incorporation, the Bylaws, and the rules and regulations, if any, for use of the properties at Woodbine Parcel "G";

14. To contract for the management of the properties at Woodbine Parcel "G" and to delegate to such contractor all powers and duties of Galleon Cove Homeowners' Sub-Association, Inc. except such as are specifically required by the Declaration to have the approval of Directors or the membership;

15. To employ personnel to perform the services required for proper operation of the Galleon Cove Homeowners' Sub-Association, Inc.;

16. To acquire or enter into (prior or subsequent to the recording of the Subordinated Declaration) agreements whereby it acquires leaseholds, memberships or other possessory or use interest in real and personal property, including, but not limited to, recreational facilities, whether or not contiguous to the lands of Woodbine Parcel "G" intended to provide for the enjoyment, recreation or other use or benefit of its Members, to declare expenses in connection therewith to be common expenses, and to adopt covenants and restrictions relating to the use thereof;

17. To purchase Parcels in Woodbine Parcel "G" and to acquire and hold, mortgage and convey the same, subject however to the provisions of the Subordinated Declaration and Bylaws relative thereto;

18. Have and exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

Section 5.03. Assets Held in Trust. All funds and properties acquired by Galleon Cove Homeowners' Sub-Association, Inc. and the proceeds thereof shall be held in trust for the Members in accordance with the provisions of the Subordinated Declaration, these Articles of

Incorporation and the Bylaws of Galleon Cove Homeowners' Sub-Association, Inc.

Section 5.04. Limitation on Exercise of Powers. The powers of Galleon Cove Homeowners' Sub-Association, Inc. shall be subject to and shall be exercised in accordance with the provisions of the Subordinated Declaration and the Bylaws of Galleon Cove Homeowners' Sub-Association, Inc.

**ARTICLE VI
MEMBERSHIP**

Section 6.01. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Unit which is subject to assessment by Galleon Cove Homeowners' Sub-Association, Inc., shall be a member of Galleon Cove Homeowners' Sub-Association, Inc. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Unit which is subject to assessment by Galleon Cove Homeowners' Sub-Association, Inc.

**ARTICLE VII
VOTING RIGHTS**

Section 7.01. Galleon Cove Homeowners' Sub-Association, Inc. shall have one (1) class of voting membership who shall be all persons or entities holding fee simple title to any Lot or Unit in Woodbine Parcel "G" and who shall be entitled to one (1) vote for each Lot or Unit owned by the Member, 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 Bylaws of Galleon Cove Homeowners' Sub-Association, Inc. When more than one (1) person holds the ownership interest required for membership, all such persons shall be Members and each vote shall be exercised as they, among themselves, determine; provided however, that in no event shall more than one (1) vote be cast with respect to each Lot or Unit. With respect to each Lot or Unit owned by other than a natural person or persons, the Member shall file with the Secretary of Galleon Cove Homeowners' Sub-Association, Inc. a notice designating the name of an individual who shall be authorized to cast the vote of the Member. In the absence of such designation, the Owner shall not be entitled to vote on any matters coming before the membership. The DECLARANT and DEVELOPER are exempt from this notice requirement. The manner of exercising voting rights shall be determined by the Bylaws of Galleon Cove Homeowners' Sub-Association, Inc.

**ARTICLE VIII
BOARD OF DIRECTORS**

Section 8.01. Board of Directors. The affairs of Galleon Cove Homeowners' Sub-Association, Inc., shall be managed by a Board of three (3) Directors, who need not be members of Galleon Cove Homeowners' Sub-Association, Inc.

Section 8.02. Election of Directors. The Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by the Bylaws of Galleon Cove Homeowners' Sub-Association, Inc. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws of Galleon Cove Homeowners' Sub-Association, Inc.

Section 8.03. First Election of Directors. The first annual election of Directors by the membership shall not be held until DECLARANT and/or DIRECTOR have closed the sale of all Lots or Units within Woodbine Parcel "G", or until DECLARANT (or DEVELOPER in an authority subordinate to DECLARANT'S authority) elects to terminate its control of Galleon Cove Homeowners' Sub-Association, Inc., or until that point in time for the transition of the Sub-Association control set forth in Florida Statutes §617.307, whichever occurs first. The Directors named in these Articles shall serve until such election and any vacancies in their number occurring before the first election shall be filled by the remaining Directors. The transfer of control of Galleon Cove Homeowners' Sub-Association, Inc., by the DECLARANT or the DEVELOPER to the members shall be as provided in the Sub-Declaration. At the first annual meeting, the members shall elect three (3) Directors for a term of one (1) year each.

Section 8.04. Initial Board of Directors. The names and residence addresses of the members of the Initial Board of Directors who shall hold office at the pleasure of the DECLARANT are as follows:

<u>NAME</u>	<u>ADDRESS</u>
DEBORAH BATES	4152 W. Blue Heron Blvd., Suite 116 Riviera Beach, Florida 33404
MARSHA GREGORY	4152 W. Blue Heron Blvd., Suite 116 Riviera Beach, Florida 33404
ROBERT HARRIS	3049 Casa Rio Court Palm Beach Gardens, Florida 33418

Section 8.05. Term of Succeeding Directors. Succeeding Directors serving on the Board of Directors shall hold office until qualified successors have taken office or been appointed by DECLARANT.

ARTICLE IX OFFICERS

Section 9.01. The affairs of the Galleon Cove Homeowners' Sub-Association, Inc. shall be determined by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first Board of Directors' meeting held after January 1st of each year and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President	DEBORAH BATES
Vice President and Treasurer	ROBERT HARRIS
Secretary	MARSHA GREGORY

Section 9.02. Election and Appointment of Officers. The officers of the Sub-Association, in accordance with any applicable provision of the Bylaws, shall be elected by the Board of Directors for terms of one (1) year and thereafter until qualified successors are duly elected and have taken office. The Bylaws may provide for the method of voting in the Board of Directors' election, for the removal from office of officers, for filling vacancies and for the duties of the officers. The President and Vice President shall be Directors; other officers may or may not be Directors of the Master Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy.

ARTICLE X DISSOLUTION

Section 10.01. Galleon Cove Homeowners' Sub-Association, Inc. may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the Members. Upon dissolution of Galleon Cove Homeowners' Sub-Association, Inc. other than incident to a merger or consolidation, the assets of Galleon Cove Homeowners' Sub-Association, Inc. shall be dedicated to an appropriate public agency to be used for purposes similar to those for which Galleon Cove Homeowners' Sub-Association, Inc. was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purpose. The provisions of this Article X shall be subject to any court supervised dissolution pursuant to Chapter 617, Florida Statutes.

**ARTICLE XI
INDEMNIFICATION**

Section 11.01. Indemnification. Every Director and every officer of Galleon Cove Homeowners' Sub-Association, Inc. shall be indemnified by the Sub-Association against all expenses and liabilities, including attorney fees, reasonably incurred by or imposed upon the Director or officer in connection with any proceeding or any settlement of any proceeding to which he or she may be a party, or in which he or she may become involved by reason of being or having been a Director or officer of the Sub-Association, whether or not he or she is a Director or officer at the time such expenses are incurred, except when the Director or officer is adjudged guilty of willful misfeasance in the performance of his or her duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

**ARTICLE XII
BYLAWS**

Section 12.01. Bylaws. The Bylaws of Galleon Cove Homeowners' Sub-Association, Inc. shall be adopted by the Initial Board of Directors and may be altered, amended or rescinded in the manner provided in the Bylaws.

**ARTICLE XIII
DURATION**

Section 13.01. The corporation shall exist perpetually.

**ARTICLE XIV
AMENDMENTS**

Section 14.01. Amendment by Members. Amendment of these Articles shall require the assent of two-thirds (66%) percent of the membership. Amendments shall be proposed by resolution approved by a majority of the Board of Directors.

Section 14.02. Amendment by DECLARANT. The DECLARANT may amend these Articles at any time that it shall be in control of Galleon Cove Homeowners' Sub-Association, Inc. without the consent of the Members. The DECLARANT may amend the Articles even after it is no longer in control of Galleon Cove Homeowners' Sub-Association, Inc. without the consent or approval of the Members, to correct any scrivener's error. In that regard, the

DECLARANT shall be the sole judge of what constitutes a scrivener's error.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the incorporator of "The Galleon Cove Homeowners' Sub-Association, Inc." has executed these Articles of Incorporation, this 13 day of February, 1996.

INCORPORATOR:

G. H. Schickedanz
GERHARD H. SCHICKEDANZ

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by GERHARD H. SCHICKEDANZ, as Incorporator of Galleon Cove HOMEOWNERS' SUB-ASSOCIATION, INC., a Florida non-profit corporation, who is personally known to me, this 13 day of February, 1996.

NOTARY PUBLIC:

(Notary Seal)

John H. Fenniman
Print Name:

My Commission Expires:
My Commission No.:



JOHN H. FENNIMAN
Notary Public, State of Fla.
My Commission Expires
February 20, 1998
Comm. No. CC346054

CONSENT OF REGISTERED AGENT

Having been named as Registered Agent for the Corporation with offices as designated in the foregoing Articles of Incorporation, the undersigned accepts such designation.

REGISTERED AGENT:

G. H. Schickedanz
GERHARD H. SCHICKEDANZ

Exhibit "B"

**BYLAWS OF
GALLEON COVE HOMEOWNERS' SUB-ASSOCIATION, INC.**

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is GALLEON COVE HOMEOWNERS' SUB-ASSOCIATION, INC., hereinafter referred to as the "Galleon Cove Homeowners' Sub-Association". The principal office of the corporation shall be located at 4152 West Blue Heron Blvd., Suite 116, Riviera Beach, Florida 33404; but meetings of Members and Directors may be held at such places within the State of Florida, County of Palm Beach, as may be designated by the Board of Directors.

**ARTICLE II
DEFINITIONS**

The words and terms defined in Article 3 of the Subordinated Declaration of Covenants, Conditions and Restrictions of Woodbine Parcel "G", as recorded in the Official Records of Palm Beach County, Florida, Public Records, as amended, shall also apply to those words and terms whenever they appear in these Bylaws (unless the context shall clearly indicate otherwise).

**ARTICLE III
MEETING OF MEMBERS**

Section 3.01. Annual Meeting. The annual meeting of the Members shall be held during the fourth week in February, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held on the first day following which is not a legal holiday.

Section 3.02. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-third (1/3) of all of the membership votes.

Section 3.03. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of Galleon Cove Homeowners' Sub-Association, or supplied by such Member to Galleon Cove Homeowners' Sub-Association for the purpose of notice. Such notice shall specify the place, date and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Any notice of meeting pertaining to assessments shall give not less than thirty (30) days notice of said meeting.

Section 3.04. Voting. The Galleon Cove Homeowners' Sub-Association shall have one (1) class of voting membership who shall be all persons or entities holding fee simple title to any Lot or Unit in Woodbine Parcel "G" and who shall be entitled to one (1) vote for each Lot or Unit owned by the Member, as to matters on which the membership is entitled to vote. When more than one (1) person holds the ownership interest required for membership, all such persons shall be Members and each vote shall be exercised as they, among themselves, determine; provided, however, that in no event shall more than one (1) vote be cast with respect to each Lot or Unit. With respect to each Lot or Unit owned by other than a natural person or persons, the Member shall file with the Secretary of Galleon Cove Homeowners' Sub-Association a notice, designating the name of an individual who shall be authorized to cast the vote of the Member. In the absence of such designation, the Owner shall not be entitled to vote on any matters coming before the membership. The DECLARANT is exempt from this notice requirement.

Section 3.05. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-eighth (1/8) of the votes of membership shall constitute a quorum for any action except as otherwise provided in the Subordinated Declaration, the Articles of Incorporation, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 3.06. Proxies.

A. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and must be filed with the Secretary before the appointed time of the meeting, or any adjournment of the meeting.

B. Members may not vote by general proxy, but may vote by limited proxy. Limited proxies and general proxies may be used to establish a quorum. Limited proxies may also be used for votes taken to amend the Articles of Incorporation or Bylaws for any matter that requires or permits a vote of the Member.

C. Any proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. A proxy is not valid for a period longer than 90 days after the date of the first meeting for which it was given. A proxy is revocable at any time at the pleasure of the Member who executes it.

D. For election of the Board of Directors, Members shall vote in person at a meeting of the Members or by a ballot that the Member personally casts.

Section 3.07. Proviso. During the Development and Sales Period, the proceedings of all meetings of Members of Galleon Cove Homeowners' Sub-Association shall have no effect unless approved by the initial Board of Directors.

**ARTICLE IV
BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE**

Section 4.01. Number. The affairs of Galleon Cove Homeowners' Sub-Association shall be managed by a Board of three (3) Directors, who need not be Members of "Galleon Cove Homeowners' Sub-Association".

Section 4.02. Initial Board of Directors. The Initial Board of Directors and the manner of filling vacancies on the initial Board of Directors during the Development and Sales Period shall be as set forth in the Articles of Incorporation of Galleon Cove Homeowners' Sub-Association and shall serve as provided for therein and in these Bylaws, or until respective successors are chosen and shall qualify.

Section 4.03. Term of Office. At the first annual meeting the Members shall elect three (3) Directors for a term of one year each.

Section 4.04. Removal. After the expiration of the Development and Sales Period, any Director may be removed from the Board, with or without cause, by a majority vote of the Members of Galleon Cove Homeowners' Sub-Association. In the event of death, resignation or removal of a Director, the successor Director shall be selected by the remaining Members of the Board and shall serve for the unexpired term of the predecessor Director. In the event that there are no remaining Directors, the successor Directors shall be selected by the DECLARANT.

Section 4.05. Compensation. No Director shall receive compensation for any service rendered to Galleon Cove Homeowners' Sub-Association. However, any Director may be reimbursed for actual expenses incurred in the performance of duties.

Section 4.06. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

**ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS**

Section 5.01. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairperson, who shall be a Member of the Board of Directors, and two or more Members of Galleon Cove Homeowners' Sub-Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

Section 5.02. Election. Election to the Board of Directors shall be by secret written ballot. Members shall vote in person at the meeting or by a ballot that the Member personally casts by mail. At such election the Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI MEETINGS OF DIRECTORS

Section 6.01. Directors Meetings Open. Meetings of the Board of Directors shall be open to all Members, and notices of meetings shall be posted in a conspicuous place on Woodbine Parcel "G" property at least 48 hours in advance, except in an emergency. Notice of any meeting in which assessments against units are to be established shall specifically contain a statement that assessments shall be considered and a statement of the nature of such assessments.

Section 6.02. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings (except for any such meeting at which the adoption of the annual budget is to be considered) shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

Section 6.03. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of Galleon Cove Homeowners' Sub-Association, or by any two Directors, after not less than three (3) days' notice to each Director.

Section 6.04. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 7.01. Powers. The Board of Directors shall have power to:

A. Adopt and publish rules and regulations governing the use of the Common Areas of Woodbine Parcel "G" and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof.

B. Suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by Galleon Cove Homeowners' Sub-Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

C. Exercise for Galleon Cove Homeowners' Sub-Association all powers, duties and authority vested in or delegated to Galleon Cove Homeowners' Sub-Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Subordinated Declaration;

D. Fix the amount of the annual assessment against each Lot or Unit for each annual assessment period;

E. Collect the annual assessment for the Galleon Cove Homeowners' Sub-Association;

F. Foreclose the lien for any property for which assessments are not paid or bring an action at law against the Owner, or exercise any other remedy Galleon Cove Homeowners' Sub-Association may have;

G. Collect the annual assessment for the WOODBINE MASTER ASSOCIATION, INC. and promptly remit all funds collected for the WOODBINE MASTER ASSOCIATION, INC. to it;

H. Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates if requested more than once per year by the same Owner. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

I. Procure and maintain adequate liability and hazard insurance on property owned by Galleon Cove Homeowners' Sub-Association;

J. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

K. Cause the Common Areas of Woodbine Parcel "G" to be maintained;

L. Cause the front yard land areas of the Units of Woodbine Parcel "G" to be maintained.

M. Declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three consecutive regular meetings of the Board of Directors; and

N. Employ a manager, an independent contractor or such other employees as it deems necessary and to prescribe their duties.

Section 7.02. Duties.

A. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any

special meeting when such statement is requested in writing by one-third (1/3) of the Members who are entitled to vote.

B. Supervise all officers, agents and employees of this Sub-Association, and to see that their duties are property performed;

C. As more fully provided in the Declaration, to:

1. Fix the amount of the annual assessment against each Lot or Unit at least thirty (30) days in advance of each annual assessment period;

2. Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

3. At the option of the Board of Directors, foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same, or exercise any other remedy the Association may have;

D. Collect the annual assessment for the Galleon Cove Homeowners' Sub-Association;

E. Collect the annual assessment for the WOODBINE MASTER ASSOCIATION, INC. and promptly remit all funds collected for the WOODBINE MASTER ASSOCIATION, INC. to it;

F. Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

G. Procure and maintain, when underwritten at premiums within the budget of Galleon Cove Homeowners' Sub-Association, adequate liability and hazard insurance on property owned by Galleon Cove Homeowners' Sub-Associations

H. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

I. Cause the front yard land areas of the Units to be maintained;

J. Cause the Common Area and Common Facilities to be operated, maintained, repaired and replaced.

**ARTICLE VIII
OFFICERS AND THEIR DUTIES**

Section 8.01. Enumeration of Officers. The officers of Galleon Cove Homeowners' Sub-Association shall be a President and Vice President, who shall at all times be Members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 8.02. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 8.03. Term. The officers of Galleon Cove Homeowners' Sub-Association shall be elected annually by the Board and each shall hold office for one (1) year unless the officer shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 8.04. Special Appointments. The Board may elect such other officers as the affairs of Galleon Cove Homeowners' Sub-Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 8.05. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 8.06. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

Section 8.07. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 8.04 of this Article.

Section 8.08. Duties. The duties of the officers are as follows:

A. President The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes; and to act as a Director of the Master Association.

B. Vice President The Vice President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of the Vice President by the Board.

C. Secretary The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of Galleon Cove Homeowners' Sub-Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of Galleon Cove Homeowners' Sub-Association together with their addresses, and shall perform such other duties as required by the Board.

D. Treasurer The Treasurer shall receive and deposit in appropriate bank accounts all monies of Galleon Cove Homeowners' Sub-Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of Galleon Cove Homeowners' Sub-Association; keep proper books of account; and, shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting.

ARTICLE IX COMMITTEES

Galleon Cove Homeowners' Sub-Association shall appoint an Architectural Review Committee, as provided in the Subordinated Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X FISCAL MANAGEMENT

The provisions for fiscal management of Galleon Cove Homeowners' Sub-Association set forth in the Subordinated Declarations and Articles of Incorporation shall be supplemented by the following provisions:

Section 10.01. Annual Budget. The Board of Directors shall adopt a budget for each calendar year.

Section 10.02. Assessments.

A. Obligation to Pay Assessments. As more fully provided in the Subordinated Declaration, each Member is obligated to pay to Galleon Cove Homeowners' Sub-Association annual and special assessments, which are secured by a continuing lien upon the property against which the assessment is made. The due date and grace period of any special assessment made under subparagraph C of this section shall be fixed in the resolution authorizing such assessment. Any assessments which are not received by Galleon Cove Homeowners' Sub-Association on or before the tenth day after they become due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen (18%) percent per annum, and Galleon Cove Homeowners' Sub-Association may bring an action at law against the Owner personally obligated to pay the

same or foreclose the lien against the property, and interest, costs and reasonable attorneys fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area of Woodbine Parcel "G" or abandonment of the Lot or Unit.

B. Annual Assessments. Assessments against the Members for their shares of the annual budget shall be made by the Board of Directors annually in advance on or before the day of the last month preceding the calendar year for which the assessments are made, except for the assessments during the Development and Sales Period, which shall be made at a time determined by the Initial Board of Directors. Such assessments shall be due and payable in equal monthly, quarterly or other installments as determined by the Board of Directors. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment. In the event the annual assessment proves to be insufficient, the assessment may be amended at any time by the Board of Directors. The unpaid portion of the amended assessment shall be due upon the first day of the month next succeeding the month in which the amended assessment is made or as otherwise provided by the Board of Directors.

C. Special Assessments. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses, as amended, shall be made only after notice of the need for such is given to the Owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half (1/2) of the votes of the Owners concerned, the assessment shall become effective and it shall be due after thirty (30) days' notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

D. Individual Assessments. Individual assessments may be made in the event that an Owner fails to maintain their property as required by the Subordinated Declaration, the Articles, or these Bylaws. After first giving thirty (30) days notice to such Owner, Galleon Cove Homeowners' Sub-Association may take such steps as are necessary to remedy any defective and/or unsightly conditions to comply with requirements imposed by Galleon Cove Homeowners' Sub-Association. The Owner(s) of the property shall be assessed for the expense of same. Entry upon such Owners' property for correcting of the deficiencies shall not constitute a trespass. Assessments may also be levied against Owners for any damage to Common Property, or Recreational Facilities which may be caused by Owners, their families, lessees, licensees, guests or invitees, by negligence or willful misconduct. DECLARANT is exempt from any and all individual assessments.

E. Accelerations of Assessment Installments upon Default. If a Unit Owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the Unit Owner, then the unpaid balance of the assessment shall become due upon the date stated in the notice, which shall not be less than ten (10) days after delivery of the notice to the parcel Owner, nor more than twenty (20) days after the mailing of the notice to the Owner by registered or certified mail.

Section 10.03. Audit. At the option of the Directors, an audit of the accounts of Galleon Cove Homeowners' Sub-Association may be made annually, by a certified public accountant.

Section 10.04. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of Galleon Cove Homeowners' Sub-Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, tenants, or employees to comply with any covenant, restriction, rule, or regulation contained herein or promulgated pursuant to this Declaration, or any applicable Supplemental Subordinated Declaration, provided the following procedures are adhered to:

A. Notice. Galleon Cove Homeowners' Sub-Association shall notify the Owner of the infraction or infractions. Included in the notice shall be the date and time of the next Board of Directors meeting at which time the Owner may present reasons why fines should not be imposed.

B. Hearing. Evidence of noncompliance shall be presented to the Board of Directors after which the Board of Directors shall hear evidence and reasons why fines should not be imposed if offered by the Owner. A written decision of the Board of Directors shall be submitted to the Owner by not later than twenty-one (21) days after the Board of Directors' meeting.

C. Fines. The Board of Directors may impose individual assessments as fines against the property owned by the Owner.

D. Payment of Fines. Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment thereof.

E. Collection of Fines. Fines shall be treated as an individual assessment otherwise due to Galleon Cove Homeowners' Sub-Association.

F. Application of Fines. All monies received from fines shall be allocated as directed by the Board of Directors.

G. Non-exclusive Remedy. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which Galleon Cove Homeowners' Sub-Association may be otherwise legally entitled. Any fines paid by the offending Owner need not be deducted from or offset against any damages that Galleon Cove Homeowners' Sub-Association may otherwise be entitled to recover by law from such Owner.

**ARTICLE XI
CORPORATE SEAL**

Galleon Cove Homeowners' Sub-Association shall have a seal in circular form having within its circumference the words: "Florida," "Corporation Not for Profit," and the year of incorporation.

**ARTICLE XII
- PARLIAMENTARY RULES**

Roberts' Rules of Order (latest edition) shall govern the conduct of Galleon Cove Homeowners' Sub-Association meetings when not in conflict with the Subordinated Declaration, Articles of Incorporation or these Bylaws.

**ARTICLE XIII
AMENDMENTS**

These Bylaws may be amended in the following manner:

Section 13.01. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

Section 13.02. Resolution. A resolution adopting a proposed amendment may be proposed by either the Board of Directors or the Members of the Galleon Cove Homeowners' Sub-Association. Directors and Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by one of the following:

A. By not less than seventy-five percent (75%) of the Board of Directors and by not less than seventy-five percent (75%) of the votes of the entire membership of Galleon Cove Homeowners' Sub-Association; or

B. By not less than eighty percent (80%) of the votes of the entire membership of the Association; or

C. During the Development and Sales Period, by not less than seventy-five percent (75%) of the Board of Directors.

Section 13.02. Amendment by DECLARANT. The DECLARANT may amend these Bylaws at any time that it shall be in control of Galleon Cove Homeowners' Sub-Association without the consent of the Members. The DECLARANT may amend these Bylaws even after it is no longer in control of Galleon Cove Homeowners' Sub-Association, without the consent or approval of the Members, to correct any scrivener's errors. In that regard, the DECLARANT shall be the sole judge of what constitutes a scrivener's error.

**ARTICLE XIV
RULES AND REGULATIONS**

Galleon Cove Homeowners' Sub-Association may adopt reasonable rules and regulations to be applied to all Members governing the details of the operation and use of the Common Areas

and Common Facilities. Except for the rules and regulations which may be adopted by the Initial Board of Directors, such rules and regulations may be adopted, amended or rescinded only at any regular or special meeting of the Members by a majority vote of the membership.

ARTICLE XV INDEMNIFICATION

Every Director and every officer of Galleon Cove Homeowners' Sub-Association shall be indemnified by Galleon Cove Homeowners' Sub-Association to the full extent permitted by law against all expenses and liabilities, including attorney fees reasonably incurred by or imposed upon the Director or officer in connection with any proceeding or any settlement of any proceeding to which he or she may be a part or in which he or she may become involved by reason of being or having been a Director or officer of Galleon Cove Homeowners' Sub-Association, whether or not he or she is a Director or officer at the time such expenses are incurred, except when the Director or officer is adjudged guilty of willful misfeasance in the performance of his or her duties; provided that, in the event of settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interests of Galleon Cove Homeowners' Sub-Association. The Board of Directors shall have the duty to make and collect such assessments against the Members as may be required to provide such indemnification. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE XVI SELF-DEALING


No contract or transaction between Galleon Cove Homeowners' Sub-Association and one or more of its Directors or Officers or between Galleon Cove Homeowners' Sub-Association and any other corporation, partnership, association or other organization in which one or more of its Officers or Directors are Officers or Directors of Galleon Cove Homeowners' Sub-Association shall be invalid, void or voidable solely for this reason or solely because the Officer or Director is present at, or participates in, meetings of the board or committee thereof which authorized the contract or transaction, or solely because said Officer's or Director's votes are counted for such purpose. No Director or Officer of Galleon Cove Homeowners' Sub-Association shall incur liability by reason of the fact that said Director or Officer may be interested in any such contract or transaction. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE XVII
MISCELLANEOUS

Section 17.01. Fiscal Year. The fiscal year of Galleon Cove Homeowners' Sub-Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 17.02. Conflict. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Subordinated Declaration and these Bylaws, the Subordinated Declaration shall control. If the Galleon Cove Homeowners' Sub-Association Subordinated Declaration, the Galleon Cove Homeowners' Sub-Association Articles of Incorporation or these Bylaws conflict with the Declaration of Covenants, Conditions and Restrictions of WOODBINE, the Master Articles of Incorporation, or the Master Bylaws, the documents of the WOODBINE MASTER ASSOCIATION, INC. shall control.

I HEREBY CERTIFY that the foregoing By-Laws of the Galleon Cove Homeowners' Sub-Association were duly adopted by the Board of Directors of the Galleon Cove Homeowners' Sub-Association on the 15 day of February, 1996.


Secretary

APPROVED:


President

EXHIBIT C

MAXIMUM POTENTIAL LANDS

of

Woodbine Residential Planned Unit Development Resolution

Land lying in the Northwest One-Quarter of Section 25, Township 42 South, Range 42 East, City of Riviera Beach, Palm Beach County, Florida, said land being more particularly described as follows:

COMMENCING AT the Northwest Corner of Said Section 25; thence, South $01^{\circ}39'13''$ West, along the West line of said Section 25, a distance of 30.00 feet for a Point of Beginning;

THENCE, continue South $01^{\circ}39'13''$ West, along the West line of said Section 25, a distance of 2188.75 feet to the Northwest Corner of the West 475 feet of the South 425 feet of the Northwest One-Quarter of said Section 25; thence, South $88^{\circ}38'25''$ East, along the North line of the West 475 feet of the South 425 feet of the Northwest One-Quarter of said Section 25, a distance of 475.01 feet to the Northeast Corner of the West 475 feet of the South 425 feet of the Northwest One-Quarter of said Section 25; thence, South $01^{\circ}39'13''$ West, along the East line of the West 475 feet of the South 425 feet of the Northwest One-Quarter of said Section 25, a distance of 425.01 feet to the Southeast Corner of the West 475 feet of the South 425 feet of the Northwest One-Quarter of said Section 25; thence, South $88^{\circ}38'25''$ East, along the South line of the Northwest One-Quarter of said Section 25; a distance of 1939.32 feet; thence North $01^{\circ}45'20''$ East, departing said South line, a distance of 501.82 feet; thence, South $88^{\circ}14'40''$ East, a distance of 175.00 feet; thence, South $43^{\circ}14'40''$ East, a distance of 35.36 feet to the intersection thereof with the West Right-of-Way line of Military Trail (S.R. No. 809); thence, North $01^{\circ}45'20''$ East, along said West Right-of-Way line, and along a line 60.00 feet West of, as measured at right angles to, the East line of the Northwest One-Quarter of said Section 25, a distance of 15.00 feet to the intersection thereof with the Right-of-Way line of an additional Right-of-Way for Military Trail as recorded in Official Records Book 6919, Page 745, Public Records, Palm Beach County, Florida; thence, North $88^{\circ}14'40''$ West, along said additional Right-of-Way line, a distance of 13.00 feet; thence, North $01^{\circ}45'20''$ East, continuing along said additional Right-of-Way line, a distance of 135.00 feet; thence, South $46^{\circ}45'20''$ West, departing said Right-of-Way line, a distance of 35.36 feet; thence, North $88^{\circ}14'40''$ West, a distance of 248.00 feet to the Point of Curvature of a curve to the left, having a radius of 800.00 feet; thence, Westerly along said curve, through a central angle of $00^{\circ}55'52''$, a distance of 13.00 feet to the end of said curve; thence, North $01^{\circ}45'20''$ East, a distance of 188.88 feet; thence, North $88^{\circ}14'40''$ West, a distance of 188.00 feet; thence, North $01^{\circ}45'20''$ East, a distance of 251.00 feet; thence, North $58^{\circ}23'55''$ West, a distance of 70.33 feet; thence, North $01^{\circ}45'20''$ East, a distance of 235.00 feet; thence, North $38^{\circ}21'45''$ East, a distance of 43.60 feet; thence, North $01^{\circ}45'20''$ East, a distance of 230.00 feet; thence, North $46^{\circ}45'20''$ East, a distance of 36.77 feet; thence, South $88^{\circ}14'40''$ East, a distance of 199.00 feet; thence, North $01^{\circ}45'20''$ East, a distance of 332.00 feet; thence South $88^{\circ}14'40''$ East, a distance of 271.00 feet; thence, South $43^{\circ}14'40''$ East, a distance of 35.36 feet to the intersection thereof with the West Right-of-Way line of Military Trail (S.R. No. 809); thence, North $01^{\circ}45'20''$ East, along the West Right-of-Way line of said Military Trail and along a line 60 feet West of, as measured at right angles to, the East line of the Northwest One-Quarter of said Section 25, a distance of 15.00

EXHIBIT C (Continued)

ORB 9127 Pg 552
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

feet to the intersection thereof with the Right-of-Way line of an additional Right-of-Way for Military Trail as recorded in Official Records Book 6919, Page 745, of said Public Records; thence, North $88^{\circ}14'40''$ West, along said additional Right-of-Way line, a distance of 12.00 feet; thence North $01^{\circ}45'20''$ East, continuing along said additional Right-of-Way line, a distance of 334.00 feet; thence, North $05^{\circ}34'10''$ East, continuing along said additional Right-of-Way line, a distance of 180.40 feet; thence, North $01^{\circ}45'20''$ East, departing said additional Right-of-Way line, along the West Right-of-Way line of said Military Trail and along a line 60 feet West of, as measured at right angles to, the East line of the Northwest One-Quarter of said Section 25, a distance of 176.97 feet to the intersection thereof with a line 30 feet South of, as measured at right angles to, the North line of the Northwest One-Quarter of said Section 25; thence, North $88^{\circ}38'56''$ West, along said line, a distance of 2618.98 feet to the Point of Beginning.

CONTAINING 136.76 acres, more or less.

Not a certified copy