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**CERTIFICATE OF RECORDING
AMENDED AND RESTATED DECLARATION OF COVENANTS AND
RESTRICTIONS FOR THE GARDENS HUNT CLUB AND THE AMENDED AND
RESTATED ARTICLES OF INCORPORATION AND AMENDED AND RESTATED
BY-LAWS FOR THE GARDENS HUNT CLUB ASSOCIATION, INC.**

THIS CERTIFICATE OF RECORDING AMENDED AND RESTATED GOVERNING DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE GARDENS HUNT CLUB AND THE AMENDED AND RESTATED ARTICLES OF INCORPORATION AND AMENDED AND RESTATED BY-LAWS FOR THE GARDENS HUNT CLUB ASSOCIATION, INC. (this "Certificate") is made this 8th day of May, 2019 by **THE GARDENS HUNT CLUB ASSOCIATION, INC.**, a Florida not for profit corporation (the "Association"), as follows:

RECITALS

WHEREAS, the Declaration of Covenants and Restrictions for The Gardens Hunt Club was recorded in the Official Records of Palm Beach County, Florida in Official Records Book 6174, Page 1855, as amended from time to time (the "Declaration"); and

WHEREAS, the Articles of Incorporation of The Gardens Hunt Club Association, Inc. were filed on May 23, 1988 with the Florida Department of State, Division of Corporations, Secretary of State (the "Articles"); and

WHEREAS, the Articles of Incorporation and By-Laws of The Gardens Hunt Club Association, Inc. were recorded together with the Declaration in the Official Records of Palm Beach County, Florida in Official Records Book 6174, Page 1855; and

WHEREAS, the Declaration may be amended in accordance with Section 10 therein; the Articles may be amended in accordance with Article XI therein; and the By-Laws may be amended in accordance with Section 9 therein; and

WHEREAS, the members approved the Amended and Restated Declaration of Covenants and Restrictions for The Gardens Hunt Club (the "Amended and Restated Declaration"), the Amended and Restated Articles of Incorporation of The Gardens Hunt Club Association, Inc. (the "Amended and Restated Articles"), and the Amended and

Restated By-Laws of The Gardens Hunt Club Association, Inc. by written consent in lieu of a membership meeting.

NOW, THEREFORE, the undersigned hereby certifies that the following Amended and Restated Declaration, the Amended and Restated Articles, and the Amended and Restated By-Laws are a true and correct copy of the Amended and Restated Declaration, the Amended and Restated Articles, and the Amended and Restated By-Laws as approved by the members:

1. **Preface.** The foregoing recitals are true and correct and are hereby incorporated as if fully set forth herein.
2. **Amended and Restated Declaration.** The Declaration is hereby restated and amended in its entirety as set forth in the Amended and Restated Declaration, attached hereto incorporated as if fully set forth herein as Exhibit "1" and.
3. **Amended and Restated Articles.** The Articles are hereby restated and amended in their entirety as set forth in the Amended and Restated Articles attached to the Amended and Restated Declaration as Exhibit "A" and incorporated as if fully set forth herein.
4. **Amended and Restated By-Laws.** The By-Laws are hereby restated and amended in their entirety as set forth in the Amended and Restated By-Laws attached to the Amended and Restated Declaration as Exhibit "B" and incorporated as if fully set forth herein.

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[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREFORE, this Certificate of Recording has been signed by the Association on the date set forth below.

Signed, Sealed and Delivered
in the presence of:

[Signature]
Print Name: Olivia Cummings

[Signature]
Print Name: Trisha Ruiz

THE GARDENS HUNT CLUB
ASSOCIATION, INC.,
a Florida not-for-profit corporation

By: [Signature]

Its: President

Print Name: Bryan Cook

Date: 5/8/19

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 8th day of May, 2019,
by Bryan Cook as President of The Gardens Hunt Club Association,
Inc., a Florida not-for-profit corporation, who is personally known to me or produced
FL DL C200063-77-250-D as identification and did not take an oath.

[Signature]
Notary Public, State of Florida

Trisha Ruiz
Print Name of Notary Public

My Commission Expires:



**AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
THE GARDENS HUNT CLUB**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS OF THE GARDENS HUNT CLUB is adopted this 11th day of April, 2019, by the Association's Members (the "Declaration").

NOW, THEREFORE, it is hereby declared that the SUBJECT PROPERTY, as hereinafter defined, shall be held, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens, and charges set forth herein, all of which are created in the best interest of the owners and residents of the SUBJECT PROPERTY, and which shall run with the SUBJECT PROPERTY and shall be binding upon all persons having and/or acquiring any right, title or interest in the SUBJECT PROPERTY or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in the SUBJECT PROPERTY, or any portion thereof. This Declaration incorporates Florida Statutes, Chapter 720 ("HOA ACT") as amended or re-numbered from time to time, and to the extent any provision hereof conflicts with the HOA ACT, the provisions of the HOA ACT shall govern and control.

ARTICLE I

1. **DEFINITIONS.** The terms used in this DECLARATION, in the ARTICLES and the BYLAWS, shall have the following meanings:

1.1. ARTICLES means the Articles of Incorporation of the ASSOCIATION, as same may be amended from time to time.

1.2. ASSESSMENT means the amount of money which may be assessed against an OWNER for the payment of the OWNER's share of COMMON EXPENSES or utilities, and/or any other funds which an OWNER may be required to pay to the ASSOCIATION as provided by this DECLARATION, the ARTICLES or the BYLAWS.

1.3. ASSOCIATION means The Gardens Hunt Club Association, Inc.

1.4. BOARD means the Board of Directors of the ASSOCIATION.

1.5. BYLAWS means the Bylaws of the ASSOCIATION, as same may be amended from time to time.

1.6. COMMON AREAS means any portion of the SUBJECT PROPERTY which is not a LOT and which is not dedicated or conveyed to any governmental authority or other PERSON, and any property, whether improved or unimproved, or any easement or interest therein, which is now or hereafter owned by the ASSOCIATION or declared to be a COMMON AREA by this



DECLARATION, or which is dedicated to the ASSOCIATION on any recorded plat of all or any portion of the SUBJECT PROPERTY. COMMON AREAS may include, but are not limited to, parks, open areas, roads, bicycle paths, entranceways, parking areas, and other similar properties, provided that the foregoing shall not be deemed a representation or warranty that any or all of the foregoing types of COMMON AREAS will be provided.

1.7. COMMON EXPENSES means all expenses of any kind or nature whatsoever incurred by the ASSOCIATION, including, but not limited to, the following:

1.7.1. Expenses incurred in connection with the ownership, maintenance, repair, improvement or operation of the COMMON AREAS, or any other property to be maintained by the ASSOCIATION as provided in this DECLARATION, including, but not limited to, utilities, taxes, assessments, insurance, operation, maintenance, repairs, improvements, and alterations.

1.7.2. Expenses of obtaining, repairing or replacing personal property in connection with any COMMON AREA or the performance of the ASSOCIATION's duties.

1.7.3. Expenses incurred in connection with the administration and management of the ASSOCIATION.

1.7.4. Expenses declared to be COMMON EXPENSES by the provisions of this DECLARATION, or by the ARTICLES or BYLAWS.

1.7.5. Any amounts payable by the ASSOCIATION to any other association or any governmental authority.

1.8. COMMON SURPLUS means the excess of all receipts of the ASSOCIATION over the amount of the COMMON EXPENSES.

1.9. DECLARATION means this document as it may be amended from time to time.

1.10. IMPROVEMENT means any improvement such as a building, fence, wall, patio area, driveway, walkway, landscaping, antenna, sign, mailbox, pool, or other structure or improvement which is constructed, made, installed, placed or developed within or upon, or removed from, any LOT or any change, alteration, addition or removal of any such structure or improvement other than normal maintenance and repair which does not materially alter or change the exterior appearance, condition and color of same.

1.11. INSTITUTIONAL LENDER means the holder of a mortgage encumbering a LOT, which holder in the ordinary course of business makes, purchases, guarantees, or insures mortgage loans, and which is not owned or controlled by the OWNER of the LOT encumbered. An INSTITUTIONAL LENDER may include, but is not limited to, a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension or profit sharing plan, mortgage company, the Federal National Mortgage Association, the Federal Home Loan Mortgage corporation, an agency of the United States or any other governmental authority, or any other similar type of lender generally recognized as an institutional type lender and, in all instances, shall refer to a first mortgagee only.

1.12. LOT means any platted lot within the SUBJECT PROPERTY, or any other parcel of land located within the SUBJECT PROPERTY, which has been or is intended to be conveyed by DECLARANT to an OWNER and which contains or could contain a UNIT, and shall include any UNIT constructed upon the LOT.

1.13 ORIGINAL DECLARATION means the predecessor to this DECLARATION, as it may have been amended from time to time, recorded in the Official Records of Palm Beach County in Official Records Book 6174, Page 1855.

1.14. OWNER means the record owner(s) of the fee title to a LOT.

1.15. PERSON means an individual or, for estate planning purposes only, a corporation, partnership, trust, or any other legal entity.

1.16. SUBJECT PROPERTY means all of the property subject to this DECLARATION from time to time, which as of the execution of this DECLARATION is the property described in Exhibit "A" to the ORIGINAL DECLARATION, and includes any property that is hereafter added to this DECLARATION, and excludes any property that is hereafter withdrawn from this DECLARATION, by an amendment.

1.17. UNIT means the residential dwelling constructed upon a LOT.

ARTICLE II

2. ASSOCIATION. In order to provide for the administration of the SUBJECT PROPERTY and this DECLARATION, the ASSOCIATION has been organized under the Laws of the State of Florida.

2.1. ARTICLES. A copy of the Amended and Restated ARTICLES is attached hereto as Exhibit "B." No amendment to the ARTICLES shall be deemed an amendment to this DECLARATION, and this DECLARATION shall not prohibit or restrict amendments to the ARTICLES, except as specifically provided herein.

2.2. BYLAWS. A copy of the Amended and Restated BYLAWS is attached as Exhibit "C." No amendment to the BYLAWS shall be deemed an amendment to this DECLARATION, and this DECLARATION shall not prohibit or restrict amendments to the BYLAWS, except as specifically provided herein.

2.3. Powers of the ASSOCIATION. The ASSOCIATION shall have all of the powers of a Florida not-for-profit corporation not limited to those indicated or incidental to those contained in its ARTICLES and BYLAWS and as set out in this DECLARATION. In addition, the ASSOCIATION shall have the power to enforce this DECLARATION and shall have all of the powers granted to it by this DECLARATION. By this DECLARATION, the SUBJECT PROPERTY is hereby submitted to the jurisdiction of the ASSOCIATION. Consistent with Florida law, all decisions to be rendered by the ASSOCIATION are rendered by the BOARD unless such decision is specifically reserved for the members to decide.

2.4. Approval or Disapproval of Matters. Whenever the approval, consent, or decision of

the OWNERS is required for any matter pursuant to this DECLARATION, the ARTICLES, or the BYLAWS, such approval, consent, or decision shall be made by a majority of the votes of the OWNERS present in person or by proxy at a duly called meeting of the ASSOCIATION at which a quorum exists, in accordance with the ARTICLES and the BYLAWS, except for matters where a greater voting requirement is specified.

2.5. Acts of the ASSOCIATION. Unless the approval or action of the OWNERS and/or a certain specific percentage of the BOARD is specifically required by this DECLARATION, the ARTICLES or BYLAWS, or by applicable law, then all approvals or actions required or permitted to be given or taken by the ASSOCIATION shall be given or taken by the BOARD, without the consent of the OWNERS, and the BOARD may so approve an act through the directors of the ASSOCIATION shall be given or taken by the BOARD, without the consent of the OWNERS, and the BOARD may so approve an act through the proper officers of the ASSOCIATION without a specific resolution. When an approval or action of the ASSOCIATION is permitted to be given or taken, such action or approval may be conditioned in any manner the ASSOCIATION deems appropriate, or the ASSOCIATION may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal, except as herein specifically provided to the contrary.

2.6. Management and Service Contracts. The ASSOCIATION shall have the right to contract for professional management or services on such terms and conditions as the BOARD deems desirable in its sole discretion, provided, however, that any such contract shall not exceed three (3) years and shall be terminable by either party without cause and without payment of a termination or penalty fee on ninety (90) days or less written notice.

2.7. Membership. All OWNERS shall be members of the ASSOCIATION. Membership as to each LOT shall be established, and transferred, as provided by the ARTICLES and the BYLAWS. Notwithstanding the foregoing, and any provision to the contrary as may be set out in this DECLARATION, no LOT may be owned by a corporation, partnership, or limited liability company, except for estate planning purposes.

2.8. OWNERS Voting Rights. The votes of the OWNERS shall be established and exercised as provided in the ARTICLES and BYLAWS.

ARTICLE III

3. COMMON AREAS, DUTIES AND OBLIGATIONS OF THE ASSOCIATION.

3.1. Use and Benefit. All COMMON AREAS shall be held by the ASSOCIATION for the use and benefit of the ASSOCIATION and the OWNERS, the residents of the SUBJECT PROPERTY, and their respective guests and invitees, the holders of any mortgage encumbering any LOT from time to time, and any other persons authorized to use the COMMON AREAS or any portion thereof by the ASSOCIATION, for all proper and reasonable purposes and uses for which the same are reasonably intended, subject to the terms of this DECLARATION, subject to the terms of any easement, restriction, reservation or limitation of record affecting the COMMON AREA or contained in the deed or instrument conveying the COMMON AREA to the ASSOCIATION, and subject to any rules and regulations adopted by the ASSOCIATION. An

easement and right for such use is hereby created in favor of all OWNERS, appurtenant to the title to their LOTS.

3.2. Grant and Modification of Easements. The ASSOCIATION shall have the right to grant, modify or terminate easements over, under, upon, and/or across any property owned by the ASSOCIATION, and shall have the further right to modify, relocate or terminate existing easements in favor of the ASSOCIATION.

3.3. Additions, Alterations or Improvements. The ASSOCIATION shall have the right to make additions, alterations or improvements to the COMMON AREAS, and to purchase any personal property, as it deems necessary or desirable from time to time, provided, however that the approval of not less than 2/3 of the votes of the OWNERS cast at a meeting at which a quorum is present shall be required for any addition, alteration, or capital improvement or any purchase of personal property, exceeding a sum equal to three (3) months' total ASSESSMENTS for COMMON EXPENSES payable by all of the members, or if the cost of the foregoing shall be undertaken in more than one fiscal year exceed in the aggregate a sum equal to three (3) months' total ASSESSMENTS for COMMON EXPENSES payable by all of the OWNERS. The foregoing approval shall in no event be required with respect to expenses incurred in connection with the maintenance, repair or replacement of existing COMMON AREAS, or any existing improvements or personal property associated therewith. The cost and expense of any such additions, alterations or improvements to the COMMON AREAS, or the purchase of any personal property, shall be a COMMON EXPENSE.

3.4. Utilities. The ASSOCIATION shall pay for all utility services for the COMMON AREAS, or for any other property to be maintained by the ASSOCIATION, as a COMMON EXPENSE.

3.5. Taxes. The ASSOCIATION shall pay all real and personal property taxes and assessments, if any, assessed against any property owned by the ASSOCIATION, as a COMMON EXPENSE.

3.6. Insurance. The ASSOCIATION shall purchase insurance as a COMMON EXPENSE, as follows:

3.6.1. Hazard Insurance protecting against loss or damaged by fire and all other hazards that are normally covered by the standard extended coverage endorsement, and all other perils customarily covered for similar types of projects, including those covered by the standard all-risk endorsement, covering 100% of the current replacement cost of all COMMON AREAS and property owned by the ASSOCIATION, excluding land, foundations, excavations, landscaping, and other items normally excluded from insurance coverage. The ASSOCIATION shall not use hazard insurance proceeds for any purpose other than the repair, replacement or reconstruction of any damaged or destroyed property without the approval of at least two-thirds (2/3) of the votes of the OWNERS.

3.6.2. Comprehensive General Liability Insurance protecting the ASSOCIATION from claims for bodily injury, death or property damage providing for coverage of at least \$1,000,000 for any single occurrence.

3.6.3. Such other insurance as may be desired by the ASSOCIATION, such as flood insurance, errors and omissions insurance, workman's compensation insurance, or any other insurance. Director's and Officer's liability coverage shall be purchased in such amounts as are determined by the BOARD. A fidelity bond shall be purchased each year to insure all ASSOCIATION funds against theft or other misappropriation.

3.6.4. All insurance purchased by the ASSOCIATION must include a provision requiring at least thirty (30) days' written notice to the ASSOCIATION before the insurance can be cancelled or the coverage reduced for any reason.

3.6.5. Any deductible or exclusion under the policies shall be a COMMON EXPENSE.

3.6.6. Waiver. If the BOARD determines that the insurance required to be purchased by the ASSOCIATION pursuant to this paragraph would be unduly expensive, or if such insurance is not obtainable, the ASSOCIATION may purchase insurance with less coverage than specified above, provided the BOARD gets the approval of the OWNERS as to such action.

3.7. Default. Any OWNER or INSTITUTIONAL LENDER may pay for any utilities, taxes or assessments, or insurance premiums which are not paid by the ASSOCIATION when due, or may secure new insurance upon the lapse of an insurance policy, and shall be owed immediate reimbursement therefore from the ASSOCIATION, plus interest and any costs of collection, including attorneys' fees.

3.8. Damage or Destruction. In the event any improvement (other than landscaping) within any COMMON AREA is damaged or destroyed due to fire, flood, wind, or other casualty or reason, the ASSOCIATION shall restore, repair, replace or rebuild (hereinafter collectively referred to as a "repair") the damaged improvement to not less than the condition the improvement was in immediately prior to such damage or destruction. If any landscaping within any COMMON AREA or any other property maintained by the ASSOCIATION is damaged or destroyed, the ASSOCIATION shall only be obligated to make such repairs to the landscaping as is determined by the BOARD in its discretion. Any excess cost of repairing any improvement over insurance proceeds payable on account of any damage or destruction shall be a COMMON EXPENSE, and the ASSOCIATION shall have the right to make a special ASSESSMENT for any such expense.

3.9. Maintenance of COMMON AREAS and other Property. The ASSOCIATION shall maintain all COMMON AREAS and property owned by the ASSOCIATION, and all improvements thereon, in good condition at all times. If, pursuant to any easement, the ASSOCIATION is to maintain any improvement within any property, then the ASSOCIATION shall maintain such improvement in good condition at all times. In addition, the ASSOCIATION shall have the right to assume the obligation to operate and/or maintain any property which is not owned by the ASSOCIATION if the BOARD, in its sole discretion, determines that the operation and/or maintenance of such property by the ASSOCIATION would be in the best interests of the residents of the SUBJECT PROPERTY. In such event, where applicable the ASSOCIATION shall so notify any OWNER otherwise responsible for such operation or maintenance, and thereafter such property shall be operated and/or maintained by the ASSOCIATION and not by the OWNER, until the BOARD determines no longer to assume the obligation to operate and/or maintain such

property and so notifies the appropriate OWNER in writing. Without limitation, the ASSOCIATION shall have the right to assume the obligation to operate and/or maintain any walls or fences on or near the boundaries of the SUBJECT PROPERTY, and any pavement, landscaping, sprinkler systems, sidewalks, paths, signs, entrance features, or other improvements, in or within 40 feet of any public road right-of-ways within or contiguous to the SUBJECT PROPERTY. To the extent the ASSOCIATION assumes the obligation to operate and/or maintain any property which is not owned by the ASSOCIATION, the ASSOCIATION shall have an easement and right to enter upon such property in connection with the operation in or maintenance of same, and no such entry shall be deemed a trespass. Such assumption by the ASSOCIATION of the obligation to operate and/or maintain any property which is not owned by the ASSOCIATION may be evidenced by a supplement to this DECLARATION, or by a written document recorded in the public records of the county in which the SUBJECT PROPERTY is located, and may be made in connection with an agreement with any OWNER, or any governmental authority otherwise responsible for such operation or maintenance, and pursuant to any such document the operation and/or maintenance of any property may be made a permanent obligation of the ASSOCIATION. The ASSOCIATION may also enter into agreements with any other person, or any governmental authority, to share in the maintenance responsibility of any property if the BOARD, in its sole and absolute discretion, determines this would be in the best interest of the OWNER. Notwithstanding the foregoing, if any OWNER or any resident of any UNIT, or their guests or invitees, damages any COMMON AREA or any improvement thereon, the OWNER of such UNIT shall be liable to the ASSOCIATION for the cost of repair or restoration to the extent not covered by the ASSOCIATION's insurance.

3.10. Surface Water Management and Drainage System. The surface water management and drainage system of the SUBJECT PROPERTY shall be operated and maintained by the ASSOCIATION in conformance with the requirements of the South Florida Water Management District and/or any other controlling governmental authority.

3.11. Mortgage and Sale of COMMON AREAS. The ASSOCIATION shall not encumber, sell or transfer any COMMON AREA owned by the ASSOCIATION without the approval of 2/3 of the votes of all of the OWNERS, provided, however, that the ASSOCIATION may dedicate any COMMON AREA to any governmental authority with the approval of the OWNERS. If ingress or egress to any PROPERTY is through any COMMON AREA, any conveyance or encumbrance of such COMMON AREA shall be subject to an appurtenant easement for ingress and egress in favor of the OWNER(S), of such PROPERTY, unless alternative ingress and egress is provided to the OWNER(S).

3.12. Perimeter Wall or Fence. The ASSOCIATION shall have an easement around the entire boundary of the SUBJECT PROPERTY, which shall extend 10 feet into the SUBJECT PROPERTY from the outer boundary of the SUBJECT PROPERTY, for the installation and maintenance of a wall or fence. If any wall or fence is constructed within such easement, the ASSOCIATION shall maintain the wall or fence, and the landscaping located between the wall or fence and the outside perimeter of the SUBJECT PROPERTY, and an easement for such maintenance is hereby established.

3.13. Entry Gate. It is acknowledged that an entry gate is constructed at the entrance to the SUBJECT PROPERTY. Thereafter the ASSOCIATION, by and through a vote of not less than seventy-five percent (75%) of all OWNERS, shall have the right to determine in their sole

discretion whether any entry gate will not be operational, and thereafter shall have no duty or obligation to have any entry gate be operational. In any event, the ASSOCIATION shall not have any liability for any injury, damage, or loss, of any kind or nature whatsoever due to the fact that any entry gate is not operational, or due to the failure of any entry gate to prevent a theft, burglary, or any unauthorized entry into the SUBJECT PROPERTY.

3.14. Sidewalks and Street Lighting. The ASSOCIATION shall maintain any common sidewalks or walkways within the SUBJECT PROPERTY, but not any sidewalk or walkway exclusively serving only one LOT. The ASSOCIATION shall also maintain any common street lighting within the SUBJECT PROPERTY, other than any street lighting exclusively serving one LOT, and shall maintain and pay for any utility services used in connection with such common street lighting. Each LOT owner shall be responsible to ensure that no vegetation and/or landscaping grows from their LOT over any portion of the sidewalk that is contiguous to their LOT and/or any portion of the sidewalk that is contiguous to the SUBJECT PROPERTY that is contiguous to the owner's LOT. Should any OWNER fail to keep that portion of the sidewalk free and clear of vegetation and landscaping after demand from the ASSOCIATION to do so, then the ASSOCIATION may perform such maintenance activity and the costs and expenses incurred shall be collectable from the OWNER in a manner similar to any other assessment, as further set out in Articles VII and VIII, below. Notwithstanding, the ASSOCIATION by and through the sole discretion of its Board of Directors may from time to time, but is not obligated to, perform such activity throughout a part(s) or the entirety of the SUBJECT PROPERTY to ensure the sidewalks remain free from vegetation and/or landscaping from the adjoining LOTs and such fees and costs shall be deemed a Common Expense.

3.15. Fountain. The ASSOCIATION shall maintain any fountain(s), and all costs and expenses associated therewith shall be COMMON EXPENSES.

3.16. Right of Way of Hunt Club Drive (f/k/a Gibson Road). The ASSOCIATION shall be required to maintain, as a COMMON EXPENSE, the landscaping within the unpaved right-of-ways of both sides of Hunt Club Drive (f/k/a Gibson Road), as paved, from Northlake Boulevard (f/k/a Lake Park Road West) to the SUBJECT PROPERTY, unless Palm Beach County agrees to the contrary. This requirement shall specifically be enforceable by Palm Beach County, and the provisions of this Section may not be amended or deleted from this DECLARATION without the consent of Palm Beach County. However, without affecting the ASSOCIATION'S responsibility, the ASSOCIATION may assign such duties through contract to any party wishing to perform same.

3.17. Lake. It is acknowledged that the lake within the SUBJECT PROPERTY may be dedicated or conveyed to an appropriate governmental authority, which will be responsible for the maintenance of such lake. In that event, the ASSOCIATION shall have the right, with the consent of such governmental authority, to maintain the lake in the event the governmental authority fails or refuses to do so.

ARTICLE IV

4. **EASEMENTS.** Each of the following easements are hereby created, which shall run with the land and, notwithstanding any of the other provisions of this DECLARATION, may not be substantially amended to revoked in such a way as to unreasonably interfere with their

proper and intended uses and purposes, and each shall survive the termination of this DECLARATION.

4.1. Easements for Pedestrian and Vehicular Traffic. Easements for pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist upon the COMMON AREAS and be intended for such purpose; and for pedestrian and vehicular traffic and parking over, through, across and upon such portion of the COMMON AREAS as may from time to time be paved and intended for such purposes, same being for the use and benefit of the OWNERS and the residents of the SUBJECT PROPERTY, their mortgagees, and their guests and invitees.

4.2. Perpetual Nonexclusive Easement in COMMON AREAS. The COMMON AREAS shall be, and the same are hereby declared to be, subject to a perpetual nonexclusive appurtenant easement in favor of all OWNERS and residents of the SUBJECT PROPERTY from time to time, and their guests and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended.

4.3. Service and Utility Easements. Easements in favor of governmental and quasi-governmental authorities, utility companies, cable television companies, ambulance or emergency vehicle companies, and mail carrier companies, over and across all roads existing from time to time with the SUBJECT PROPERTY. Also, easements as may be required for the installation, maintenance, repair and providing of utility services, equipment and fixtures in order to adequately serve the SUBJECT PROPERTY, including, but not limited to, electricity, telephones, sewer, water, lighting, irrigation, drainage, television antenna and cable television facilities, and electronic security. However, easements affecting any LOT which serve any other portion of the SUBJECT PROPERTY shall only be under the LOT, and shall only be for utility services actually constructed, or reconstructed, and for the maintenance thereof, unless otherwise approved in writing by the OWNER of the LOT. An OWNER shall do nothing on his LOT which interferes with or impairs the utility services using these easements. The BOARD or its designee shall have a right of access to each LOT and UNIT to inspect, maintain, repair or replace the utility service facilities contained under the LOT and to remove any improvements interfering with or impairing the utility services or easement herein reserved; provided such right of access shall not unreasonably interfere with the OWNER's permitted use of the LOT and, except in the event of an emergency, entry into any UNIT shall be made with reasonable notice to the OWNER.

4.4. Encroachments. If any portion of the COMMON AREAS encroach upon any LOT; if any UNIT or other improvement encroaches upon any LOT or upon any portion of the COMMON AREAS; or if any encroachment shall hereafter occur as a result of (i) construction or reconstruction of any improvements; (ii) settling or shifting of any improvements; (iii) any addition, alteration or repair to the COMMON AREAS made by or with the consent of the ASSOCIATION, (iv) any repair or restoration of any improvements (or any portion thereof) or any UNIT after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any UNIT or the COMMON AREAS; or (v) any non-purposeful or non-negligent act of an OWNER except as may be authorized by the BOARD, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand.

ARTICLE V

5. USE RESTRICTIONS.

5.1. One UNIT per LOT. Only one UNIT shall be constructed on any LOT.

5.2. Garages. Each UNIT shall have an attached garage. No garage shall be permanently enclosed, and no portion of a garage originally intended for the parking of an automobile shall be converted into a living space. All garage doors shall remain closed when not in use.

5.3. Occupancy. Subject to prevailing law, no UNIT shall be permanently occupied by more than two (2) persons for each bedroom in the UNIT. In addition, temporary guests are permitted so long as they do not create an unreasonable source of noise or annoyance to the other residents of the SUBJECT PROPERTY. A temporary guest is any guest who may stay in a UNIT for sixty (60) days in a calendar year. Any person staying for greater than sixty (60) days in a calendar year must be approved in a manner similar to any other OWNER or tenant. Corporate, LLC, PLLC, partnerships and other similar type entities ownership of a UNIT is expressly prohibited except for a mortgagee who takes title as a result of its own foreclosure against its mortgagor, the ASSOCIATION, or for actual estate planning purposes, for example and without limitation, an estate planning family trust.

5.4. No Trade or Business. No trade, business, profession, or commercial activity, or any other nonresidential use, shall be conducted upon any portion of the SUBJECT PROPERTY or within any LOT or UNIT, without the consent of the ASSOCIATION. Notwithstanding the foregoing, this Section 5.4 shall not be deemed to apply to any home business so long as such home business does not increase residential or commercial traffic, does not adversely affect the rights of any other OWNER and does not otherwise violate any local ordinance or state statute. The foregoing shall not prohibit any OWNER from leasing his UNIT.

5.5 Leasing and Sales of UNITS. The sale, leasing and occupancy of UNITS shall be subject to the prior written approval of the ASSOCIATION.

5.5.1 Every lease shall be in writing and shall specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the covenants, terms and conditions and restrictions of this DECLARATION (and all Exhibits thereto), and with any and all rules and regulations adopted by the ASSOCIATION from time to time (before or after the execution of the lease). The ASSOCIATION shall have the right, but not the obligation, to terminate such lease agreement upon any violation thereof by the tenant(s) and to evict such tenant(s) and seek all such other legal remedy as may be available to the ASSOCIATION. In the event a lease agreement does not contain such termination and ejectment language, all lease agreements entered into after the effective date of this DECLARATION shall be deemed to include such language as if specifically included therein. Additionally, all attorneys' fees, costs and expenses, including appeals, associated with such ejectment and/or action for other legal remedy as may be available to the ASSOCIATION shall be assessable against the UNIT. If such ASSESSMENT is not paid within thirty (30) days after the ASSOCIATION'S demand for such payment, such amounts shall be collectable by the ASSOCIATION in any lawful manner not limited to a manner similar to any other ASSESSMENT due, and to the extent permitted by law,

not limited to the filing of an assessment lien and subsequent foreclosure, for failure to satisfy such obligation. No lease shall be made to a corporation, LLC, PLLC, partnership and other similar type entities.

5.5.2. The UNIT OWNER will be jointly and severally liable with the tenant to the ASSOCIATION for any amount which is required by the ASSOCIATION to repair any damage to the COMMON AREA resulting from acts or omissions of tenant's (as determined in the sole discretion of the ASSOCIATION) and to pay any claim for injury or damage to property caused by the negligence of the tenant and special assessments may be levied against the UNIT therefore. All leases are hereby made subordinate to any lien filed by the ASSOCIATION, whether prior or subsequent to such lease.

5.5.3. A tenant wishing to lease a UNIT shall be required to place in escrow with the ASSOCIATION, a reasonable sum, not to exceed the equivalent of two months' ASSESSMENTS, which may be used by the ASSOCIATION to repair any damage to the COMMON AREA and/or ASSOCIATION Property resulting from the acts or omissions of tenants (as determined in the sole discretion of the Association). Payment of interest, claims against the deposit, refunds and disputes regarding the disposition of the deposit shall be handled in the same fashion as provided in part II of Chapter 83, Florida Statutes, as amended from time to time.

5.5.4. No lease may automatically renew or extend the initial term of the lease. In the event a lease agreement contain such automatic renewal or extension language, such language in any lease agreement entered into after the effective date of this DECLARATION shall be deemed null and void and of no force or effect whatsoever. No portion of a UNIT shall be leased. No UNIT shall be subleased. No lease of a UNIT shall be for a period of less than six (6) consecutive months, nor for a period greater than one (1) year, and no UNIT shall be leased more than one (1) time in any calendar year. No OWNER may lease his/her UNIT where such owner is delinquent in the payment of any monetary obligation to the ASSOCIATION. No OWNER may lease his/her UNIT where such owner is in violation of the covenants, terms and conditions and restrictions of this DECLARATION (and all Exhibits hereto), or with any rules and regulations adopted by the ASSOCIATION, from time to time, at the time such OWNER desires to lease his/her UNIT. In the event an OWNER, whose UNIT is leased, is delinquent in payment of his/her monetary obligations to the ASSOCIATION, the ASSOCIATION may, without limitation of other lawful remedies, make written demand to such OWNER and such OWNER's tenant(s) for payment of rent to be remitted to the ASSOCIATION in accordance with the relevant provisions of Chapter 720, Florida Statutes, as amended from time to time.

5.5.5. Notice of intent to sell or lease must be provided by the OWNER to the ASSOCIATION. Such notice of intent to lease shall include the following: (i) the name(s) and current address(es) of the intended buyer(s) or tenant(s); (ii) a copy of the proposed Purchase and Sale Agreement or Lease Agreement which includes all the terms thereof; (iii) in accordance with Section 720, Florida Statutes, as may be amended from time to time, an application fee not to exceed Two Hundred Dollars (\$200.00) per applicant (other than husband/wife or parent/dependent child which are deemed to be one (1) candidate) to be used for the purposes of the lease application, including but not limited to background checks and credit checks; and (iv) such other information as the ASSOCIATION may reasonably require. Such application fee may be increased upon BOARD resolution.

5.5.6. Within thirty (30) days of receipt of such correctly completed notice, the ASSOCIATION must either approve or disapprove the proposed Purchase and Sale Agreement or Lease Agreement in writing to the OWNER. If the ASSOCIATION does not take action within thirty (30) days, the purchase and sale or lease application shall be deemed approved.

5.5.7. If the BOARD disapproves the proposed Purchase and Sale Agreement, the buyer(s), the tenant, or Lease Agreement, then it shall not be made. The ASSOCIATION shall have the right, without limitation of other lawful remedy, to evict and/or eject the unapproved tenant(s) (or unapproved resident/buyer, as the case may be) on behalf of the OWNER who fails to comply. All attorneys' fees, costs and expenses, including appeals, associated with such eviction and/or ejectment shall be assessable against the UNIT. If such ASSESSMENT is not paid within thirty (30) days after the ASSOCIATION's demand for such payment, to the extent permitted by law and without limitation, such amounts shall be collectable by the ASSOCIATION in a manner similar to any other ASSESSMENT due, followed by the filing of an ASSESSMENT lien and subsequent foreclosure for failure to satisfy such obligation.

5.5.8. The BOARD, in its sole discretion, may personally interview any intended buyer(s), tenant(s), or occupant(s) at a date, time and place agreeable by the BOARD and such intended tenant(s) or may personally interview any of them via telephone, video phone or other real-time communication method.

5.5.9. The ASSOCIATION shall conduct a background and financial history check on all intended buyer(s)/tenant(s) and UNIT occupants staying greater than sixty (60) days in a UNIT in any calendar year. Intended buyer(s), tenant(s), or occupant(s) found to have one (1) of the following may be denied:

(i) a history of financial irresponsibility which may, among other reasonable factors, be evidenced by an inability to meet current financial obligations;

(ii) a guilty plea or conviction of a crime of moral turpitude, such as and by way of example and not limitation, a felony involving violence to persons or property or a felony demonstrating extreme dishonesty and by way of example and not limitation, any felony offense involving violence, including without limitation, murder, attempted murder, manslaughter, felonious assault and/or battery; any criminal offense involving possession or use of a gun or other lethal weapon; any sex offense as defined by Florida Statutes or the tenant(s) or adult occupant(s) is a registered sexual offender or sexual predator in any state; robbery, burglary, arson, vandalism or other serious offense against property; any felony drug offense for the purchase and/or sale thereof; any domestic violence offense, whether a misdemeanor or a felony; any other felony conviction within the past ten (10) years which, in the reasonable judgment of the BOARD, renders the proposed tenant(s) or other adult occupant unfit to reside in the community;

(iii) a history of being a "bad tenant" or "bad neighbor", including by way of example and not limitation, a prior eviction/ejectment or failure to abide by the governing documents of a prior community association or of the ASSOCIATION;

(iv) an OWNER and/or tenant's failure to comply with all conditions required by this section;

(v) the proposed tenant(s) or other adult occupant having a history of non-compliance with rules and/or restrictions in other communities or developments that have been rented or resided in;

(vi) the tenant(s) or proposed other adult occupant has been evicted and/or otherwise removed from a rental property during the previous five (5) years.

5.5.10 Guests shall be those individuals who are not OWNERS or tenants and occupy a UNIT for a period of less than sixty (60) days cumulatively in a calendar year. OWNERS must register their guests with the ASSOCIATION prior to occupancy of such guests. Guests residing in a UNIT for a period greater than sixty (60) days cumulatively will be deemed holdover occupants of said UNIT and therefore, prior to the expiration of such initial sixty (60) cumulative day period when such person was considered a guest, must meet the requirements of this entire article and thus must seek approval of the ASSOCIATION.

5.5.11. When a UNIT is leased, a tenant shall have all use rights in ASSOCIATION property and those COMMON AREAS otherwise readily available for use generally by UNIT OWNERS and the OWNER of the leased UNIT shall not have such rights, except as a guest, unless such rights are waived in writing by the tenant. Nothing herein shall interfere with the access rights of the UNIT OWNER as a landlord pursuant to Chapter 83, Florida Statutes, as amended from time to time. The ASSOCIATION shall have the right to adopt rules to prohibit dual usage by a UNIT OWNER and a tenant of ASSOCIATION property and COMMON AREAS otherwise readily available for use generally by OWNERS.

5.5.12. In the event that this DECLARATION is later amended to allow leases of less than six (6) months, then the lease of a UNIT for a term of six (6) months or less may be subject to a tourist development tax assessed pursuant to Section 125.0104, Florida Statutes, as amended from time to time. A UNIT OWNER leasing his or her UNIT for a term of six (6) months or less agrees, and shall be deemed to have agreed, for such OWNER, and his or her heirs, personal representatives, successors and assigns, as appropriate, to hold the ASSOCIATION, and all other UNIT OWNERS harmless from and to indemnify them for any and all costs, claims, damages, expenses or liabilities whatsoever, arising out of the failure of such UNIT OWNER to pay the tourist development tax and/or any other tax or surcharge imposed by the State of Florida with respect to rental payments or other charges under the lease, and such UNIT OWNER shall be solely responsible for and shall pay to the applicable taxing authority, prior to delinquency, the tourist development tax and/or any other tax or surcharge due with respect to rental payments or other charges under the lease.

5.5.13. No UNIT may be leased/rented for overnight type rental through AirBnb, VBRO, and other similar services.

5.5.14 Legal Action. Every lease shall be deemed to provide, whether or not it is so stated in the lease, that the tenant(s) and all other occupants of the UNIT will comply with the covenants and restrictions as set forth in this DECLARATION and/or any rules and regulations adopted by the BOARD. If a tenant, co-tenant or family member, guest or invitee of a tenant or co-tenant fails to substantially comply with the covenants and restrictions as set forth in this DECLARATION and/or any rules and regulations adopted by the BOARD, who otherwise

becomes a nuisance and/or commits any criminal offense on ASSOCIATION property, the OWNER shall be deemed to have assigned to the ASSOCIATION all of the OWNER'S rights for the purpose of evicting the tenant and other occupants of the home and/or to institute a legal action to evict such person under the same legal process as would apply if the ASSOCIATION was the OWNER of the UNIT. Any tenant(s) and all other occupants of the home shall be subject to eviction in accordance with Chapter 83, Florida Statutes. In any such eviction action, the ASSOCIATION shall be entitled to recover its reasonable attorneys' fees and costs (including appeals) if the ASSOCIATION is the prevailing party. This remedy is in addition to any other remedies the ASSOCIATION may have under this DECLARATION or Florida law.

5.5.15. Eviction Powers. Upon allowing any person to occupy a home under a lease or purported lease, the OWNER of the UNIT agrees to and does assign and delegate to the ASSOCIATION full eviction powers and authority to evict a tenant or occupant pursuant to Chapter 83, Florida Statutes. If an OWNER allows a tenant or other persons who are not guests of the OWNER to occupy a UNIT without prior written approval of the ASSOCIATION as required by this section or fails to timely provide the ASSOCIATION with the required lease information, the ASSOCIATION shall have the power to initiate legal action in its own name, as agent of the OWNER, to evict the unauthorized occupant(s) by assignment of the OWNER, one week after OWNER has been notified by the ASSOCIATION in writing that the unauthorized occupant must vacate.

5.6. Outside Storage of Personal Property. The personal property of any resident of the SUBJECT PROPERTY shall be kept inside the resident's UNIT or a fenced or a walled-in yard, except for patio furniture and accessories, and other personal property commonly kept outside, which must be kept in the rear of the LOT and must be neat appearing and in good condition.

5.7. Portable Buildings. No portable, storage, temporary, or accessory sheds, buildings or structures, or tents, shall be erected, constructed or located upon any LOT for storage or otherwise, if it is visible from any roadway, without the prior written consent of the ASSOCIATION, and in any event any permitted such building or structure must be screened from view from adjoining roads. Notwithstanding the foregoing, the owners of LOTS 94 and 120 will have the right to keep and maintain any existing sheds on such LOTS, provided that such sheds shall be maintained in good condition in accordance with the terms of this DECLARATION.

5.8. Garbage and Trash. Each OWNER shall regularly pick up all garbage, trash, refuse or rubbish on the OWNER's LOT. Garbage, trash, refuse or rubbish that is required to be placed at the front of the LOT in order to be collected may be placed and kept at the front of the LOT after 5:00 p.m. on the day before the scheduled day of collection, and any trash facilities must be removed on the collection day. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities or bags. All containers, dumpsters or garbage facilities shall be stored inside a UNIT or fenced-in area and screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.

5.9. Vehicles and Boats. Only automobiles, vans designed primarily for use as private passenger vehicles with permanent rear seats and side windows, and other vehicles manufactured and used as private passenger vehicles, may be parked within the SUBJECT PROPERTY overnight without the prior written consent of the ASSOCIATION, unless kept within an enclosed garage. In particular and without limitation, without the prior written consent of the

ASSOCIATION, no vehicle containing commercial lettering, signs or equipment, and no pick-up truck with dual rear wheels or other type of oversized truck, recreational vehicle, camper, trailer, hearse, or vehicle other than a private passenger vehicle as specified above; and no boat, may be parked or stored outside of a UNIT overnight. No overnight parking is permitted on any streets, lawns, or areas other than driveways and garages, without the consent of the ASSOCIATION. Notwithstanding the foregoing, automobiles owned by governmental law enforcement agencies are expressly permitted. The OWNER and residents of any UNIT, other than the UNIT on LOTS 94 or 120, may not keep more than four vehicles within the SUBJECT PROPERTY on a permanent basis without the prior written consent of the ASSOCIATION. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from, or while used in connection with providing services to the SUBJECT PROPERTY. All vehicles parked within the SUBJECT PROPERTY must be in good operable condition and repair. No vehicle which does not contain a current valid license plate or which is not operable on its own power shall be parked within the SUBJECT PROPERTY outside of an enclosed garage for more than 24 hours, and only minor repair of any vehicle shall be made on the SUBJECT PROPERTY such as battery replacement and windshield wiper replacement. Without limitation, no brake replacements may be conducted within the SUBJECT PROPERTY. Outside overnight use of car and other types of vehicle covers are prohibited. Motorcycles, mopeds, all-terrain vehicles, and the like are permitted to be operated within the SUBJECT PROPERTY but only if the vehicle is street legal and is equipped with appropriate noise muffling equipment so that the operation of same does not create an unreasonable annoyance to the residents of the SUBJECT PROPERTY. Any permitted motorized vehicle must be licensed for street use and equipped with appropriate noise muffling equipment so that the operation of same does not create an unreasonable annoyance to the residents of the SUBJECT PROPERTY. Any vehicle that is not an automobile or van designed primarily for use as a passenger vehicle shall not be parked overnight outside of an enclosed garage. No golf carts shall be used within the SUBJECT PROPERTY. No motorized skateboards shall be used within the SUBJECT PROPERTY. Any truck parked overnight on any driveway shall not have any visible item left in the bed of the truck such as, and without intent of limitation, ladders, tools, and trash. Such restriction shall not be interpreted to prohibit a permanently mounted toolbox that has a top so as to have to view the contents thereof.

5.10. Pets. No animals, livestock or poultry of any kind shall be permitted within the SUBJECT PROPERTY except for common household domestic pets. Notwithstanding the foregoing, up to 4 dogs and/or cats, except with the written consent of the ASSOCIATION which may be granted or withheld in the ASSOCIATION's discretion, except that, as provided for in the ORIGINAL DECLARATION, four (4) cats, four (4) dogs, or any combination thereof is permitted in the UNIT on LOTS 94 or 120. No pit bull terriers are permitted without the consent of the ASSOCIATION. Any pet must be carried or kept on a leash when outside of a UNIT or fenced-in area. No pet shall be kept outside of a UNIT, or in any screened porch or patio, unless someone is present in the UNIT or unless a dog door is provided for the animal. No pet shall be permitted to go or stray on any other LOT without the permission of the OWNER of the LOT. Any pet must not be an unreasonable nuisance or annoyance to other residents of the SUBJECT PROPERTY. Any resident shall immediately pick up and remove any solid animal waste deposited by his pet on the SUBJECT PROPERTY. No commercial breeding of pets is permitted within the SUBJECT PROPERTY. The ASSOCIATION may require any pet to be immediately and permanently removed from the SUBJECT PROPERTY due to a violation of this paragraph. All animals must comply with state and local laws and ordinances in regard to vaccinations, etc.

5.11. Landscaping. The initial landscaping of any UNIT, and any substantial material modifications, additions, or substitutions thereof, must be approved by the ASSOCIATION. The ASSOCIATION may require the OWNERS of any LOT along the outer boundary of the SUBJECT PROPERTY to specially landscape the area contiguous to the outer boundary of the SUBJECT PROPERTY. The OWNER of each LOT containing a UNIT shall be required to maintain the landscaping on his LOT, and on any contiguous property between his LOT and the pavement edge of any abutting road or the waterline of any abutting lake or canal, all in accordance with the landscaping plans approved by the ASSOCIATION, and in accordance with the provisions of this DECLARATION and the requirements of any' controlling governmental authority. All such landscaping shall be maintained by the OWNER in first class condition and appearance and, as reasonably required, mowing, watering, trimming, fertilizing, and weed, insect and disease control shall be performed by the OWNER. No Owner shall mow or cause to be mowed their Lot before 9:30 A.M. on any weekend day or holiday. Underground sprinkler systems shall be installed, maintained and used to irrigate all landscaping on the LOT, or any other landscaping which the OWNER of the LOT is required to maintain pursuant to this paragraph. All landscaped areas shall be primarily grass, and shall not be paved or covered with gravel or any artificial surface without the prior written consent of the ASSOCIATION. All dead or diseased sod, plants, shrubs, trees, or flowers shall be promptly replaced, and excessive weeds, underbrush or unsightly growth shall be promptly removed. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior of any LOT. Notwithstanding the foregoing, no OWNER shall install or maintain any landscaping on any portion of his LOT, to be maintained by the ASSOCIATION, without the prior written consent of the BOARD.

5.12. Maintenance. Each OWNER shall maintain his UNIT and all improvements and personal property upon his LOT at all times in conformance with the Community Standards, as may be established by the BOARD from time to time, except any portions thereof to be maintained by the ASSOCIATION as provided in this DECLARATION. The exterior of all UNITS including but not limited to roofs, walls, doors, windows, patio areas, pools, screenings, and awnings shall be maintained in first class condition and repair and in a neat and attractive manner. All exterior painted areas shall be painted as reasonably necessary, with colors which are harmonious with other UNITS, and no excessive rust deposits on the exterior of any UNIT, peeling of paint or discoloration of same shall be permitted. No OWNER shall change the exterior color of his UNIT without the consent of the ASSOCIATION. All sidewalks, driveways and parking areas within the OWNER's LOT or serving the OWNER's UNIT shall be cleaned and kept free of debris; and cracks, damaged and/or eroding areas on same shall be repaired, replaced and/or resurfaced as necessary. If OWNER fails to maintain his UNIT and all improvements upon his LOT in conformance with this Section 5.12 after reasonable notice and an opportunity to cure, the ASSOCIATION shall be deemed to have a non-exclusive easement to enter upon OWNER'S LOT to perform the necessary maintenance and OWNER will be held responsible to reimburse ASSOCIATION. Such reimbursement will be treated as an ASSESSMENT and collectable as such, not limited to the filing of a lien and foreclosure lawsuit.

In addition, in the event an OWNER fails to maintain all or any portion of a LOT or any improvements placed thereon, in accordance with this DECLARATION and/or the rules and regulations of the community, then after giving the OWNER written notice of not less than thirty (30) days, the ASSOCIATION and/or any independent contractor engaged by the ASSOCIATION may enter upon the LOT and cure the maintenance violation and such entry shall

not be deemed a trespass upon the OWNER's LOT. The OWNER shall be responsible for all reasonable costs incurred by the ASSOCIATION to cure the violation. If an OWNER does not reimburse the ASSOCIATION for its reasonable costs incurred to cure a violation under this section, within thirty (30) days from receipt of an invoice for said costs, the cost incurred shall become an individual ASSESSMENT against the LOT and shall be collected in the same manner as all other ASSESSMENTS may be collected under Articles 7 and 8 of this DECLARATION.

5.13. Air Conditioning UNITS. Only central air conditioning UNITS are permitted, and no window, wall, or portable air conditioning UNITS are permitted, except for any existing air conditioning UNITS on the UNITS or improvements on LOTS 94 or 120, which must be screened from view from adjoining LOTS and roads.

5.14. Clotheslines and Outside Clothes Drying. Outdoor clothes drying is only permitted in the rear of a LOT, in an area which is screened from view from adjoining roads and other LOTS. Except for the owners of Lots 94 and 120, who may use their existing clotheslines, only portable outdoor clothes drying facilities of a type approved by the ASSOCIATION are permitted, and same shall be removed when not in use.

5.15. Nuisances. No nuisances shall be permitted within the SUBJECT PROPERTY, and no use or practice which is an unreasonable source of annoyance to the residents within the SUBJECT PROPERTY or which shall interfere with the peaceful possession and proper use of the SUBJECT PROPERTY by its residents shall be permitted. No unreasonably offensive or unlawful action shall be permitted, and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times by the OWNERS. No Owner shall engage in or cause any loud activity, such as and for example purposes only, lawn mowing or tree/shrub trimming before 9:30 A.M. on any weekend day or holiday.

5.16. Outside Antennas and Flag Poles. No outside signal receiving or sending antennas, dishes or devices not in compliance with Federal Telecommunications Act of 1996 and the regulations thereof are permitted without the consent of the ASSOCIATION, except for any existing satellite dish or television antenna on LOTS 94 or 120, which must be screened from view from adjoining roads and LOTS. The foregoing shall not prohibit any antenna or signal receiving dish owned by the ASSOCIATION which services the entire SUBJECT PROPERTY. Except for sports teams and other similar no larger than four (4) feet by six (6) feet, no flags or flag poles not in compliance with Section 720.304(2), Florida Statutes, are permitted without the consent of the ASSOCIATION. Only American and State of Florida flags, and flags permitted by Section 720.304(2), Florida Statutes, may be flown.

5.17. Lakes and Canals. No swimming or motorized boating is allowed in any lake or canal within or contiguous to the SUBJECT PROPERTY. No OWNER shall deposit or dump any garbage or refuse in any lake or canal within or contiguous to the SUBJECT PROPERTY. No OWNER shall install any improvement upon a LOT within 20 feet of any lake or canal without the prior written consent of the ASSOCIATION, and no OWNER shall install any improvement upon any portion of a lake or canal right-of-way which is owned by any controlling governmental authority without the prior written consent of such governmental authority, including but not limited to landscaping (other than grass), fences, walls, or any other improvements.

5.18. Further Subdivision. No LOTS shall be further subdivided without the written

consent of the ASSOCIATION if same would result in the creation of more LOTS than before such re-subdivision. Notwithstanding the foregoing, portions of a LOT may be conveyed to the OWNER(S) of contiguous LOT(S) in order to increase the size of the contiguous LOT(S), so long as any remaining portion of the divided LOT not so conveyed is independently useful for the construction of a UNIT that complies with the requirements of this DECLARATION. If all of any LOT is divided between the contiguous LOTS in order to increase the size of the contiguous LOTS, then the OWNERS of the divided LOT shall be required to divide among themselves the vote and ASSESSMENT responsibility of the divided LOT pursuant to an instrument recorded in the Public Records of the County where the SUBJECT PROPERTY is located and approved by the ASSOCIATION.

5.19. Garbage Containers, Oil and Gas Tanks, Air Conditioners. All garbage and refuse containers, air conditioning UNITS, oil tanks, bottled gas tanks, and all permanently affixed swimming pool equipment and housing shall be underground or placed in walled-in or landscaped areas as approved by the ASSOCIATION so that they shall be substantially concealed or hidden from any eye-level view from any street or adjacent property.

5.20. Signs. No signs shall be placed upon any LOT or upon any vehicle placed on a LOT and no signs shall be placed in or upon any UNIT which are visible from the exterior of the UNIT, without the prior written consent of the ASSOCIATION, except that no more than one "for sale" or "for rent" sign which is not larger than four (4) square feet may be placed upon the inside of a window of any UNIT. In the event any sign is installed on any LOT or on the exterior of any UNIT which violates this paragraph, the ASSOCIATION shall have the right to remove such sign without notice to the OWNER, and the removal shall not be deemed a trespass and the ASSOCIATION shall not be liable to the OWNER for the removal or for any damage or loss to the sign.

5.21. Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an OWNER or tenant first moves into a UNIT or when permanent window treatments are being cleaned or repaired. No window tinting is permitted with reflective materials. "Mullions" are required in all front and side facing windows which are visible from a right of way, lake, LOT or COMMON AREA.

5.22. Irrigation Systems. All irrigation systems on any LOT containing a UNIT must use water supplied by the applicable utility company or governmental authority, unless such use is prohibited, in which event the OWNER shall install a system which treats the water in his irrigation system so that iron or rust deposits will not form on the improvements within the OWNER's LOT. Notwithstanding the foregoing, the OWNERS of LOTS 94 and 120 may keep the existing wells serving their LOTS, provided however that such wells must have a water treatment system for iron or rust deposits. No OWNERS may install any device to irrigate their LOT from the lake located in the approximate center of the community.

5.23. Surface Water Management. No OWNER or any other PERSON shall do anything to adversely affect the surface water management and drainage of the SUBJECT PROPERTY without the prior written approval of the ASSOCIATION and any controlling governmental authority, including but not limited to the excavation or filling in of any lake or any portion of

the SUBJECT PROPERTY, provided the foregoing shall not be deemed to prohibit or restrict the construction of improvements upon the SUBJECT PROPERTY by the ASSOCIATION in accordance with permits issued by controlling governmental authorities. No OWNER shall install any landscaping or place any fill on the OWNER's LOT which would adversely affect the drainage of any contiguous LOT. No OWNER shall install any landscaping or place any fill on any part of the COMMON AREAS which would adversely affect the drainage of any contiguous LOT.

5.24. Fences and Walls. If any OWNER desires to construct a fence on his LOT, the OWNER shall submit a plot plan to the ASSOCIATION showing the proposed location of the fence upon the LOT, which must be approved by the ASSOCIATION. In any event, no fence may be constructed on the portion of any LOT between the front of the LOT and the front of the UNIT constructed upon the LOT, and any fence constructed upon a LOT must be located in strict conformance with the plot plan approved by the ASSOCIATION. All fences must be approved by the ASSOCIATION, and must comply with the following requirements, unless the ASSOCIATION consents to the contrary in writing:

5.24.1. All newly installed or replaced fences shall be a maximum of 5 feet in height.

5.24.2. All fences must be black chain link style or aluminum baluster fence with bronze or black square pickets and rails. In addition, fences in the rear of any home located on the lake must be bronze or black aluminum baluster fence with bronze or black pickets and rails. No slats may be used in any chain link fence.

5.25. Architectural Control for Exterior Changes.

5.25.1. Purpose. The ASSOCIATION shall have the right to exercise architectural control over all IMPROVEMENTS, to assist in making the entire SUBJECT PROPERTY a community of high standards and aesthetic beauty. Such architectural control may include all architectural aspects, of any IMPROVEMENT including, but not limited to, size, height, site planning, set-back exterior design, materials, colors, open space, landscaping, waterscaping, and aesthetic criteria. To ensure the preservation of the existing harmonious design of improvements in the community and to prevent the introduction of design or IMPROVEMENTS which are not in keeping with the current community standards, to the extent other guidelines and standards are not adopted, then the ASSOCIATION hereby jointly recognizes and adopts the style and form of the existing improvements to LOTS in the community as presently exists with respect to architectural style, colors and materials and shall be deemed the architectural and aesthetic standards for the community.

5.25.1.1 Driveways. Any OWNER may extend their driveway on each side but shall not exceed the width of the garage walls. Materials must match either the driveway or walkway to the front door. No driveway can be made of asphalt.

5.25.1.2 Front Entryway Patio. All Entryway Patios, if not landscaped, must be made with brick pavers or similar materials approved by the Architectural Committee. All materials must be placed directly against foundation of home and along front or sides of property subject to approval.

5.25.2. OWNER to Obtain Approval. No OWNER shall make any IMPROVEMENT, and no OWNER shall apply for any governmental approval or building or other permit for any IMPROVEMENT, unless the OWNER first obtains the written approval of the IMPROVEMENT from the ASSOCIATION. The BOARD may appoint an architectural approval committee or if none then the BOARD shall act in such capacity.

5.25.3. Request for Approval. Any request for approval by the ASSOCIATION of any IMPROVEMENT shall be in writing and shall be accompanied by plans and specifications or other details as the ASSOCIATION may deem reasonably necessary in connection with its determination as to whether or not it will approve same. The plans and specifications submitted for approval shall show the nature, kind, shape, height, materials, color, and location of all proposed IMPROVEMENTS. If the ASSOCIATION deems the plans and specifications deficient, the ASSOCIATION may require such further detail in the plans and specifications as the ASSOCIATION deems necessary in connection with its approval of same, including, without limitation, floor plans, site plans, drainage plans, elevation drawings, and descriptions or samples of exterior materials and colors, and until receipt of the foregoing, the ASSOCIATION may postpone review of any plans submitted for approval. The ASSOCIATION shall have the right to charge a reasonable fee to any PERSON requesting architectural approval, including where applicable the fee of any architect or engineer hired by the ASSOCIATION to review any plans or specifications, provided that the ASSOCIATION shall not be required to use the services of any architect or engineer in connection with its exercise of architectural approval. The ASSOCIATION shall not be obligated to review or approve any plans and specifications until such fee is paid. Approval of any request shall not be withheld in a discriminatory manner or in a manner which unreasonably prohibits the reasonable improvement of any property, but may be withheld due to aesthetic considerations.

5.25.4. Approval. The ASSOCIATION shall notify the OWNER of its approval or disapproval, or that the ASSOCIATION requires additions to the plans and specifications or other materials, by written notice within thirty (30) days after request for such approval is made in writing to the ASSOCIATION, and all documents, plans and specifications, and other materials required by the ASSOCIATION in connection with such approval have been submitted. In the event the ASSOCIATION fails to disapprove any request within such thirty (30) day period, the request shall be deemed approved and upon request the ASSOCIATION shall give written notice of such approval, provided the party requesting such approval pays any fee charged by the ASSOCIATION in connection with the approval. In consenting to any proposed IMPROVEMENT, the ASSOCIATION may condition such consent upon changes being made and any such approval shall be deemed a disapproval unless and until the party requesting the approval agrees to the changes. If the ASSOCIATION approves, or is deemed to have approved, any IMPROVEMENT, the OWNER requesting approval may proceed to make the IMPROVEMENT in strict conformance with the plans and specifications approved or deemed to have been approved, subject to any conditions of the ASSOCIATION's approval, and shall not make any material changes without the approval of the ASSOCIATION. If the ASSOCIATION approves any IMPROVEMENT, same shall not require the ASSOCIATION, or any subsequent ASSOCIATION to approve any similar IMPROVEMENT in the future, and the ASSOCIATION shall have the right in the future to withhold approval of similar IMPROVEMENTS requested by any other OWNER.

5.25.5. Architectural Guidelines and Criteria. The ASSOCIATION may adopt and modify from time to time, in its discretion, minimum guidelines, criteria and/or standards which will be used by it in connection with its exercise of architectural control, provided however that same shall not apply to any previously existing or approved IMPROVEMENT. The foregoing may include, but are not limited to, minimum square footage, maximum height, minimum setback, and minimum landscaping requirements.

5.25.6. Inspections. Upon the completion of any IMPROVEMENT, the applicable OWNER shall give written notice of the completion to the ASSOCIATION. Within 45 days thereafter, the ASSOCIATION shall inspect the IMPROVEMENT and notify the OWNER in writing that the IMPROVEMENT is accepted, or that the IMPROVEMENT is deficient because it was not completed in conformance with the approved plans and specifications or in a manner otherwise acceptable to the ASSOCIATION, specifying the particulars of such deficiencies. Within 30 days thereafter the OWNER shall correct the deficiencies set forth in the notice, and upon completion of the work the ASSOCIATION shall again be given a notice of the completion, and the provisions of this paragraph shall again become operative. If the ASSOCIATION fails to notify the OWNER of any deficiencies within 45 days after receipt of a notice of completion the IMPROVEMENT shall be deemed to have been accepted by the ASSOCIATION.

5.25.7. Remedy for Violations. In the event this section is violated in that any IMPROVEMENT is made without first obtaining the approval of the ASSOCIATION, or is not made in strict conformance with any approval given or deemed given by the ASSOCIATION, the ASSOCIATION shall specifically have the right to injunctive relief to require the applicable OWNER to stop, remove and/or alter any IMPROVEMENT in a manner which complies with the requirements of the ASSOCIATION, or the ASSOCIATION may pursue any other remedy available to it. In connection with the enforcement of this section, the ASSOCIATION shall have the right to enter onto any PROPERTY and make any inspection necessary to determine that the provisions of this paragraph have been complied with. The failure of the ASSOCIATION to object to any IMPROVEMENT prior to the completion of the IMPROVEMENT shall not constitute a waiver of the ASSOCIATION right to enforce the provisions of this Section. Any action to enforce this Section must be commenced within the applicable statute of limitations, or within three (3) years after the date of the violation, whichever occurs first. If OWNER fails to cure a violation and the ASSOCIATION is required to take legal action, the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees and costs. The foregoing shall be in addition to any other remedy set forth herein for violations of this DECLARATION. Notwithstanding anything contained within this DECLARATION to the contrary, the ASSOCIATION shall have the exclusive authority to enforce the provisions of this paragraph.

5.25.8. No Liability. Notwithstanding anything contained herein to the contrary, the ASSOCIATION shall merely have the right, but not the duty, to exercise architectural control, and shall not be liable to any OWNER due to the exercise or non-exercise of such control, or the approval or disapproval of any IMPROVEMENT. Furthermore, the approval of any plans or specifications or any IMPROVEMENT shall not be deemed to be a determination or warranty that such plans or specifications or IMPROVEMENT are complete or do not contain defects, or in fact meet any standards, guidelines and/or criteria of the ASSOCIATION, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and the ASSOCIATION shall not be liable for any defect or deficiency in such plans or specifications or IMPROVEMENT, or any injury resulting therefrom.

5.25.9. Compliance with Governmental Requirements. In addition to the foregoing requirements, any IMPROVEMENT made by any OWNER must be in compliance with the requirements of all controlling governmental authorities, and the OWNER shall be required to obtain an appropriate building permit from the applicable governmental authority when required by controlling governmental requirements. Any consent or approval by the ASSOCIATION to any IMPROVEMENT may be made conditioned upon the OWNER obtaining a building permit for same, or providing the ASSOCIATION written evidence from the controlling governmental authority that such permit will not be required, and in that event the OWNER shall not proceed with any IMPROVEMENT until such building permit or evidence that a building permit is not required is obtained and submitted to the ASSOCIATION.

5.25.10. Certificate. Within ten (10) days after the request of any OWNER, the ASSOCIATION shall issue, without charge, a written certification in recordable form as to whether or not the IMPROVEMENTS located upon the OWNER's LOT comply with the provisions of this DECLARATION.

5.26. Rules and Regulations. The ASSOCIATION may adopt additional reasonable rules and regulations relating to the use and maintenance of the SUBJECT PROPERTY, and rules and regulations relating to the recreational facilities within the SUBJECT PROPERTY may be posted at such recreational facilities. Copies of such rules and regulations and amendments shall be furnished by the ASSOCIATION to any OWNER upon request.

ARTICLE VI

6. WATER AND SEWER UTILITIES.

6.1 Assessments. It is acknowledged the company supplying water and sewer sanitary service to the SUBJECT PROPERTY may require one master meter for the SUBJECT PROPERTY, and may require the ASSOCIATION to pay the water and sewer utility charges for the SUBJECT PROPERTY, based upon the amount of usage indicated in the master meter for the SUBJECT PROPERTY. In that event, and for so long as the ASSOCIATION is required to pay the utility company for water and sewer services for all of the SUBJECT PROPERTY based upon the master meter, the ASSOCIATION shall have the right to assess the OWNERS for water and sewer service used by them. In making such ASSESSMENT, the ASSOCIATION shall cause the individual water meters for the LOTS to be read periodically, and based upon such reading shall have the right to assess each OWNER for the water and sewer service used by the OWNER's LOT based upon the water meter reading for the LOT, at the same rate as the utility company charges the ASSOCIATION, plus any taxes or other charges or impositions charged by the utility company to the ASSOCIATION. Any such ASSESSMENT shall be imposed by written notice to the OWNERS, and shall be due 10 days after the date of the ASSESSMENT, and if not so paid, the ASSOCIATION shall have the right to discontinue service until the ASSESSMENT is paid.

6.2. Lift Station. It is acknowledged that a lift station is constructed within the COMMON AREAS, which may be conveyed by the ASSOCIATION to any company or governmental authority supplying water and sanitary sewer service to the SUBJECT PROPERTY.

ARTICLE VII

7. ASSESSMENT FOR COMMON EXPENSES.

7.1. Each OWNER of a LOT shall be responsible for the payment to the ASSOCIATION of ASSESSMENTS for COMMON EXPENSES for each LOT owned by the OWNER, which amount shall be assessed to the OWNER as described below. In addition, each OWNER shall be responsible for the payment to the ASSOCIATION of any ASSESSMENTS owed by the prior OWNER, except as provided in Paragraph 8.1.6 of this DECLARATION.

7.2. Prior to the beginning of each fiscal year of the ASSOCIATION, the BOARD shall adopt an Annual Budget for such fiscal year which shall estimate all of the COMMON EXPENSES to be incurred by the ASSOCIATION for that fiscal year and a pooled reasonable reserve for future road re-surfacing (along with other associated right-of-way expenses), perimeter fencing and landscaping, entry way and water management district permit and drainage compliance issues. Such reserves shall be deemed a statutory "pooled reserve fund" held in accordance with Section 720.303(6), Florida Statutes. The BOARD shall then establish the ASSESSMENT for COMMON EXPENSES and RESERVES ("ANNUAL ASSESSMENTS") for each LOT, which shall be equal and shall be determined by dividing the total amount to be assessed for COMMON EXPENSES by the number of LOTS for which ASSESSMENTS for COMMON EXPENSES and reserves are to be made pursuant to the budget. The ASSOCIATION shall then notify each OWNER in writing of the amount, frequency and due dates of the ASSESSMENT for COMMON EXPENSES. From time to time during the fiscal year, the BOARD may modify the budget, and pursuant to the revised budget or otherwise, the BOARD may, upon written notice to the OWNERS, change the amount, frequency and/or due dates of the ASSESSMENTS for COMMON EXPENSES. If the expenditure of funds for COMMON EXPENSES is required in addition to funds produced by regular ASSESSMENTS for COMMON EXPENSES, the BOARD may make special ASSESSMENTS for COMMON EXPENSES, which may include ASSESSMENTS to provide funds to pay for an existing or proposed deficit of the ASSOCIATION, or for any additions, alterations, or improvements to any COMMON AREA, or for any other purpose. Special ASSESSMENTS for COMMON EXPENSES shall be levied in the same manner as hereinbefore provided for regular ASSESSMENTS, and shall be payable in one lump sum or as otherwise determined by the BOARD in its sole discretion and as stated in the notice of any special ASSESSMENT for COMMON EXPENSES. In the event any ASSESSMENTS for COMMON EXPENSES are made payable in equal periodic payments, as provided in the notice from the ASSOCIATION, such periodic payments shall automatically continue to be due and payable in the same amount and frequency unless and until (i) the notice specifically provides that the periodic payments will terminate or change upon the occurrence of a specified event or date or the payment of the specified amount, or (ii) the ASSOCIATION notifies the OWNER in writing of a change in the amount and/or frequency of the periodic payments. In no event shall any ASSESSMENTS for COMMON EXPENSES be due less than ten (10) days from the date of the notification of such ASSESSMENTS. The reserves may be used for any other purposes only upon a vote of the members at a meeting at which a quorum is attained.

7.3 In addition to ASSESSMENTS for COMMON EXPENSES, after a certificate of occupancy for a UNIT constructed upon a LOT is issued by the controlling governmental authority, upon the conveyance of the LOT or upon the first occupancy of the UNIT, whichever

occurs first, the OWNER of the LOT shall pay to the ASSOCIATION a contribution to a working capital fund of the ASSOCIATION in an amount equal to two (2) months ASSESSMENTS for COMMON EXPENSES, which shall be in addition to the OWNER's responsibility for ASSESSMENTS for COMMON EXPENSES. The working capital fund shall be used by the ASSOCIATION for start-up expenses or otherwise as the ASSOCIATION shall determine from time to time and need not be restricted or accumulated.

7.4. The pooled reserve may only be used for right-of-ways, drainage, post state of emergency cleanup such as post hurricane cleanup and other purposes upon membership approval.

ARTICLE VIII

8. DEFAULTS.

8.1. Monetary Defaults and Collection of Assessments.

8.1.1. Late Fees and Interest. If any ASSESSMENT is not paid within ten (10) days after the due date, or if any check for any ASSESSMENT is dishonored, the ASSOCIATION shall have the right to charge the applicable OWNER a late or bad check fee of ten percent (10%) of the amount of the ASSESSMENT, or Twenty-Five (\$25.00) Dollars, whichever is greater, plus interest at the then highest rate of interest allowable by law from the due date until paid. If there is no due date applicable to any particular ASSESSMENT, then the ASSESSMENT shall be due ten (10) days after written demand by the ASSOCIATION.

8.1.2. Acceleration of ASSESSMENTS. If any OWNER is in default in the payment of any ASSESSMENT owed to the ASSOCIATION for more than sixty (60) days after written demand by the ASSOCIATION, the ASSOCIATION upon written notice to the defaulting OWNER shall have the right to accelerate and require such defaulting OWNER to pay to the ASSOCIATION ASSESSMENTS for COMMON EXPENSES for the next twelve (12) month period, based upon the then existing amount and frequency of ASSESSMENTS for COMMON EXPENSES, plus interest at the highest rate permitted by law from the date of such notice until the accelerated ASSESSMENTS for COMMON EXPENSES are paid. In the event of such acceleration, the defaulting OWNER shall continue to be liable for any increases in the regular ASSESSMENTS for COMMON EXPENSES, for all special ASSESSMENTS for COMMON EXPENSES, and/or for all other ASSESSMENTS payable to the ASSOCIATION.

8.1.3. Lien for ASSESSMENTS. The ASSOCIATION has a lien on each LOT for unpaid ASSESSMENTS owed to the ASSOCIATION by the OWNER of such LOT, and for late fees and interest, and for reasonable attorneys' fees incurred by the ASSOCIATION incident to the collection of the ASSESSMENT or enforcement of the lien, and all sums advanced and paid by the ASSOCIATION for taxes and payment on account of superior mortgages, liens or encumbrances in order to preserve and protect the ASSOCIATION's lien. The lien is effective from and after recording a claim of lien in the public records in the county in which the LOT is located, stating the description of the LOT, the name of the record OWNER, and the amount due as of the recording of the claim of lien and shall relate back to the date upon which the ORIGINAL DECLARATION was recorded. A recorded claim of lien shall secure all sums set forth in the claim of lien, together with all ASSESSMENTS or other moneys owed to the ASSOCIATION by the OWNER until the lien is satisfied. The lien is in effect until all sums

secured by it have been fully paid or until the lien is barred by law. The claim of lien must be signed and acknowledged by an officer or agent of the ASSOCIATION. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien in recordable form.

8.1.4. Collection and Foreclosure. The ASSOCIATION may bring an action in its name to foreclose a lien for ASSESSMENTS in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid ASSESSMENTS without waiving any claim of lien, and the applicable OWNER shall be liable to the ASSOCIATION for all costs and expenses incurred by the ASSOCIATION in connection with the collection of any unpaid ASSESSMENTS, and the filing, enforcement, and/or foreclosure of the ASSOCIATION'S lien, including reasonable attorneys' fees whether or not incurred in legal proceedings, and all sums paid by the ASSOCIATION for taxes and on account of any other mortgage, lien, or encumbrance in order to preserve and protect the ASSOCIATION'S lien. The BOARD is authorized to settle and compromise the ASSOCIATION'S lien if the BOARD deems a settlement or compromise to be in the best interest of the ASSOCIATION.

8.1.5. Rental and Receiver. If an OWNER remains in possession of his UNIT and the claim of lien of the ASSOCIATION against his LOT is foreclosed, the court, in its discretion, may require the OWNER to pay a reasonable rental for the UNIT, and the ASSOCIATION is entitled to the appointment of a receiver to collect the rent.

8.1.6. Subordination of Lien. Where any person obtains title to a LOT pursuant to the foreclosure of a first mortgage of record, or where the holder of a first mortgage accepts a deed to a LOT in lieu of foreclosure of the first mortgage of record of such lender, such acquirer of title, its successors and assigns, shall be liable for the ASSESSMENTS owed to the ASSOCIATION which are chargeable to the former OWNER which became due prior to acquisition of title as a result of the foreclosure or deed in lieu thereof as provided for in Florida Statutes, Chapter 720 as amended or re-numbered from time to time. The new OWNER, from and after the time of acquiring such title, shall be liable for payment of all ASSESSMENTS for COMMON EXPENSES and such other expenses as may be assessed to the OWNER's LOT. Any person who acquires a LOT, except through foreclosure of a first mortgage of record or deed in lieu thereof, including, without limitation, persons acquiring title by sale, gift, devise, operation of law or by purchase at a judicial or tax sale, shall be liable for all unpaid ASSESSMENTS and other moneys due and owing by the former OWNER to the ASSOCIATION, and shall not be entitled to occupancy of the UNIT or enjoyment of the COMMON AREAS, or of the recreational facilities as same may exist from time to time, until such time as all unpaid ASSESSMENTS and other moneys have been paid in full.

8.1.7 Notwithstanding any other provisions to the contrary, any third party who acquires title to a LOT as a result of a first mortgagee's foreclosure of its first mortgage upon such LOT, or by deed in lieu of foreclosure, shall be jointly and severally liable with the previous Owner for all ASSESSMENTS, fees, costs, expenses, and other monetary obligations due and owing to the ASSOCIATION that have accrued against the subject LOT prior to such third party acquiring title to such LOT. For purposes of additional clarification, the term "or its successor and assignee" as used in this section strictly refers to any person or entity who lawfully acquires the first mortgage from the OWNER's first mortgagee; therefore, a third party who acquires title as a result of the first mortgagee's foreclosure, or by deed in lieu of foreclosure, shall not be

considered a successor or assignee of the first mortgagee.

8.1.8. Assignment of Claim and Lien Rights. The ASSOCIATION, acting through its BOARD, shall have the right to assign its claim and lien rights for the recovery of any unpaid ASSESSMENTS and any other moneys owed to the ASSOCIATION, to any third party.

8.1.9. Unpaid ASSESSMENTS Certificate. Within fifteen (15) days after written request by any OWNER or any INSTITUTIONAL LENDER holding or making a mortgage encumbering any LOT, the ASSOCIATION shall provide the OWNER or INSTITUTIONAL LENDER a written certificate as to whether or not the OWNER of the LOT is in default with respect to the payment of ASSESSMENTS or with respect to compliance with the terms and provisions of this DECLARATION, and any person or entity who relies on such certificate in purchasing or in making a mortgage loan encumbering any LOT shall be protected thereby.

8.1.10. Application of Payments. Any payment made to the ASSOCIATION by any OWNER shall first be applied towards any sums advanced and paid by the ASSOCIATION for taxes and payment on account of superior mortgages, liens or encumbrances which may have been advanced by the ASSOCIATION in order to preserve and protect its lien, next toward reasonable attorneys' fees and costs incurred by the ASSOCIATION incidental to the collection of ASSESSMENTS and other moneys owed to the ASSOCIATION by the OWNER and/or for the enforcement of its lien; next towards interest on any ASSESSMENTS or other moneys due to the ASSOCIATION, as provided herein, and next towards any unpaid ASSESSMENTS owed to the ASSOCIATION, in the inverse order that such ASSESSMENTS were due.

8.2. Non-Monetary Defaults. In the event of a violation by any OWNER or any tenant of an OWNER, or any person residing with them, or their guests or invitees, (other than the non-payment of any ASSESSMENT or other moneys) of any of the provisions of this DECLARATION, the ARTICLES, the BYLAWS or the Rules and Regulations of the ASSOCIATION, the ASSOCIATION shall notify the OWNER and any tenant of the OWNER of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the OWNER or tenant fails to commence and diligently proceed to completely cure such violation as soon as practicable within seven (7) days after written notice by the ASSOCIATION, or if any similar violation is thereafter repeated, or such longer period of time as may be provided elsewhere in this DECLARATION, the ASSOCIATION may, at its option:

8.2.1. Impose a fine against the OWNER or tenant as provided in this DECLARATION; and/or

8.2.2. Commence an action to enforce the performance on the part of the OWNER or tenant, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

8.2.3. Commence an action to evict the tenant; and/or

8.2.4. Commence an action to recover damages; and/or

8.2.5. Take any and all actions reasonably necessary to correct such failure, which action may include, where applicable, but is not limited to, removing any addition, alteration, improvement or change which has not been approved by the ASSOCIATION, or performing any maintenance required to be performed by this DECLARATION.

All expenses incurred by the ASSOCIATION in connection with the correction of any failure, plus a service charge of ten percent (10%) of such expenses, and all expenses incurred by the ASSOCIATION in connection with any legal proceedings to enforce this DECLARATION, including reasonable attorneys' fees whether or not incurred in legal proceedings, shall be assessed against the applicable OWNER, and shall be due upon written demand by the ASSOCIATION. The ASSOCIATION shall have a lien for any such ASSESSMENT and any interest, costs or expenses associated therewith, including attorneys' fees and costs incurred in connection with such ASSESSMENT, and may take such action to collect such ASSESSMENT or foreclose said lien as in the case and in the manner of any other ASSESSMENT as provided above. Any such lien shall only be effective from and after the recording of a claim of lien in the public records of the County in which the SUBJECT PROPERTY is located.

8.3. Fines. The ASSOCIATION may levy reasonable fines. A fine may not exceed \$100 per violation against any member or any member's tenant, guest, or invitee for the failure of the OWNER of the LOT or its occupant, licensee, or invitee to comply with any provision of this DECLARATION, the ASSOCIATION BYLAWS, or reasonable rules of the ASSOCIATION. A fine may be levied by the BOARD for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed \$1,000 in the aggregate. The maximum fines permitted herein shall be increased or decreased to conform with the maximum amount of fines permitted under Section 720.305, Florida Statutes, as it may be amended. The ASSOCIATION may suspend, for a reasonable period of time, the right of a member, or a member's tenant, guest or invitee, to use COMMON AREAS and facilities for the failure of the OWNER of the parcel or its occupant, licensee, or invitee to comply with any provision of this DECLARATION, the ASSOCIATION BYLAWS, or reasonable rules of the ASSOCIATION. A fine or suspension will be imposed by the BOARD after fourteen (14) days' notice to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) members appointed by the BOARD who are not officers, directors or employees of the ASSOCIATION or the spouse, parent, child, brother, or sister of an officer, director, or employee. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the BOARD. If the BOARD imposes a fine or suspension, the ASSOCIATION will provide written notice of such fine or suspension by mail or hand delivery to the parcel owner and, if applicable, to any tenant, licensee, or invitee of the parcel owner.

If a member is more than ninety (90) days delinquent in paying any fee, fine, or other monetary obligation due to the ASSOCIATION, the ASSOCIATION may suspend the rights of the member, or the member's tenant, guest, or invitee, to use common areas and facilities until the fee, fine or other monetary obligation is paid in full.

The ASSOCIATION may suspend the voting rights of a parcel or member for the nonpayment of any fee, fine or other monetary obligation due to the ASSOCIATION that is more than ninety (90) days delinquent.

8.4. Negligence. An OWNER shall be liable and may be assessed by the ASSOCIATION

for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or those acts of the OWNERS' family, guests, invitees and/or tenants, to the extent otherwise provided by law and to the extent that such expense is not met by the proceeds of insurance carried by the ASSOCIATION. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a LOT or UNIT, or the COMMON AREAS.

8.5. Responsibility of an OWNER for Occupants, Tenants, Guests, and Invitees. Each OWNER shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his UNIT, and for all guests and invitees of the OWNER or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the COMMON AREAS, or any liability to the ASSOCIATION, the OWNER shall be assessed for same as in the case of any other ASSESSMENT, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the ASSOCIATION. Furthermore, any violation of any of the provisions of this DECLARATION, of the ARTICLES, or the BYLAWS, by any resident of any UNIT, or any guest or invitee of an OWNER or any resident of a UNIT, shall also be deemed a violation by the OWNER, and shall subject the OWNER to the same liability as if such violation was that of the OWNER.

8.6. Right of ASSOCIATION to Evict Tenants, Occupants, Guests and Invitees. With respect to any tenant or any person present in any UNIT or any portion of the SUBJECT PROPERTY, other than an OWNER and the members of his immediate family permanently residing with him in the UNIT, if such person shall materially violate any provision of this DECLARATION, the ARTICLES, or the BYLAWS, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the SUBJECT PROPERTY, or shall willfully damage or destroy any COMMON AREAS or personal property of the ASSOCIATION, then upon written notice by the ASSOCIATION such person shall be required to immediately leave the SUBJECT PROPERTY and if such person does not do so, the ASSOCIATION is authorized to commence an action to evict such tenant or compel the person to leave the SUBJECT PROPERTY and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees and costs, may be assessed against the applicable OWNER, and the ASSOCIATION may collect such ASSESSMENT and have a lien for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the ASSOCIATION.

8.7. No Waiver. The failure of the ASSOCIATION to enforce any right, provision, covenant or condition which may be granted by this DECLARATION, the ARTICLES, or the BYLAWS, shall not constitute a waiver of the right of the ASSOCIATION to enforce such right, provision, covenant or condition in the future.

8.8. Rights Cumulative. All rights, remedies and privileges granted to the ASSOCIATION pursuant to any terms, provisions, covenants or conditions of this DECLARATION, the ARTICLES or the BYLAWS, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the ASSOCIATION from executing any additional remedies, rights or privileges as may be granted or as it might have by law.

8.9. Enforcement By or Against other Persons. In addition to the foregoing, this DECLARATION may be enforced the ASSOCIATION, by any procedure at law or in equity

against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this DECLARATION, including attorneys' fees, shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this DECLARATION. In addition to the foregoing, any OWNER shall have the right to bring an action to enforce this DECLARATION against any person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no OWNER shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any person, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

ARTICLE IX

9. **TERM OF DECLARATION.** All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all OWNERS, their successors, heirs or assigns, regardless of how the OWNERS acquire title, for a period of fifty (50) years from the date of this DECLARATION, unless within such time, one hundred percent (100%) of the OWNERS execute a written instrument declaring a termination of this DECLARATION (as it may have been amended from time to time). After such fifty (50) year period, unless sooner terminated as provided above, these covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of ten (10) years each, until a majority of the votes of the entire membership of the ASSOCIATION execute a written instrument declaring a termination of this DECLARATION (as it may have been amended from time to time). Any termination of this DECLARATION shall be effective on the date the instrument of termination is recorded in the public records of the county in which the SUBJECT PROPERTY is located.

ARTICLE X

10. **AMENDMENTS.**

10.1. This DECLARATION may be amended upon the approval of not less than sixty-five percent (65%) of all OWNERS, except that if any provision of this DECLARATION requires more than a sixty-five percent (65%) vote of the OWNERS to approve any action, such provision may not be amended to require a lesser vote, and may not be deleted, without the same number of votes required to approve such action. In addition, so long as DECLARANT has the right to appoint a majority of the directors of the ASSOCIATION, this DECLARATION may be amended from time to time, by DECLARANT and without the consent of the ASSOCIATION or any OWNER, and no amendment may be made by the OWNERS without the written joinder of DECLARANT. Such right of DECLARANT to amend this DECLARATION shall specifically include, but shall not be limited to, (i) amendments adding any property which will be developed in a similar manner as the SUBJECT PROPERTY, or deleting any property from the SUBJECT PROPERTY which will be developed differently than the SUBJECT PROPERTY (provided that any such amendment shall require the joinder of the owners of such property or any portion thereof if the owners are different than DECLARANT, and further provided that DECLARANT shall not have the obligation to add any property to or delete any property from the SUBJECT PROPERTY), and (ii) amendments required by any INSTITUTIONAL LENDER or governmental authority in

order to comply with the requirements of same. In order to be effective, any amendment to this DECLARATION must first be recorded in the public records of the county in which the SUBJECT PROPERTY is located, and in the case of an amendment made by the OWNERS, such amendment shall contain a certification by the President and Secretary of the ASSOCIATION that the amendment was duly adopted.

10.2. No amendment shall discriminate against any OWNER or class or group of OWNERS, unless the OWNERS so affected join in the execution of the amendment. No amendment shall change the number of votes of any OWNER or increase any OWNER's proportionate share of the COMMON EXPENSES, unless the OWNERS affected by such amendment join in the execution of the amendment. No amendment may prejudice or impair the priorities of INSTITUTIONAL LENDERS granted hereunder unless all INSTITUTIONAL LENDERS join in the execution of the amendment.

10.3. Notwithstanding anything contained herein to the contrary, any amendment to this DECLARATION which would adversely affect the surface water management system, including the water management portions of the COMMON AREAS, must have the prior approval of the South Florida Water Management District.

ARTICLE XI

11. SPECIAL PROVISIONS REGARDING INSTITUTIONAL LENDERS.

11.1. Notice of Action. Upon written request to the ASSOCIATION by an INSTITUTIONAL LENDER holding, insuring or guaranteeing a first mortgage encumbering any LOT, identifying the name and address of the holder, insurer or guarantor and the LOT number or address, any such holder, insurer or guarantor will be entitled to timely written notice of:

11.1.1. Any condemnation or casualty loss which affects a material portion of the SUBJECT PROPERTY or the LOT;

11.1.2. Any sixty (60) day default in the payment of ASSESSMENTS or charges owed to the ASSOCIATION or in the performance of any obligation hereunder by the OWNER of the LOT;

11.1.3. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the ASSOCIATION;

11.1.4. Any proposed action which would require the consent of a specified percentage of INSTITUTIONAL LENDERS.

11.2. Consent of INSTITUTIONAL LENDERS. Whenever the consent or approval of any, all or a specified percentage or portion of the holder(s) of any mortgage(s) encumbering any LOTS is required this DECLARATION, the ARTICLES, the BYLAWS, or any applicable statute or law, to any amendment of the DECLARATION, the ARTICLES, or the BYLAWS, or to any action of the ASSOCIATION, or to any other matter relating to the SUBJECT PROPERTY, the ASSOCIATION may request such consent or approval of such holder(s) by written request sent certified mail, return receipt requested (or equivalent delivery evidencing such request was

delivered to and received by such holders). Any holder receiving such request shall be required to consent to or disapprove the matter for which the consent or approval is requested, in writing, by certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by the ASSOCIATION), which response must be received by the ASSOCIATION within thirty (30) days after the holder receives such request, and if such response is not timely received by the ASSOCIATION, the holder shall be deemed to have consented to and approved the matter for which such approval or consent was requested. Such consent or approval given or deemed to have been given, where required, may be evidenced by an affidavit signed by all of the directors of the ASSOCIATION, which affidavit, where necessary may be recorded in the public records of the county where the SUBJECT PROPERTY is located, and which affidavit shall be conclusive evidence that the applicable consent or approval was given as to the matters therein contained. The foregoing shall not apply where an INSTITUTIONAL LENDER is otherwise required to specifically join in an amendment to this DECLARATION.

11.3. Payment of Taxes and Insurance. Any INSTITUTIONAL LENDER may pay any taxes or assessments owed to any governmental authority by the ASSOCIATION which are in default, or any overdue insurance premiums required to be purchased by the ASSOCIATION pursuant to this DECLARATION, or may secure new insurance upon the lapse of a policy, and shall be owed immediate reimbursement therefore from the ASSOCIATION plus interest at the highest rate permitted by law and any costs of collection, including attorneys' fees.

ARTICLE XII

12. MISCELLANEOUS.

12.1 Conflict with ARTICLES or BYLAWS. In the event of any conflict between the ARTICLES and the BYLAWS and this DECLARATION, then this DECLARATION, then the ARTICLES, and then the BYLAWS, in that order, shall control.

1.2 Authority of ASSOCIATION and Delegation. Nothing contained in this DECLARATION shall be deemed to prohibit the BOARD from delegating to any one of its members, or to any officer, or to any committee or any other person, any power or right granted to the BOARD by this DECLARATION including, but not limited, the right to exercise architectural control and to approve any deviation from any use restriction, and the BOARD is expressly authorized to so delegate any power or right granted by this DECLARATION.

12.3. Severability. The invalidation in whole or in part of any of these covenants, conditions, reservations and restrictions, or any section, subsection, sentence, clause, phrase, word or other provision of this DECLARATION shall not affect the validity of the remaining portions which shall remain in full force and effect.

12.4. Validity. In the event any court shall hereafter determine that any provisions as originally drafted herein violate the rule against perpetuities, the period specified in this DECLARATION shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law.

12.5. Inapplicability of Condominium Act. It is acknowledged that the ASSOCIATION is not intended to be a condominium association, and is not intended to and shall not be governed by

the provisions of Florida Statutes, Chapter 718.

12.6. Northern Palm Beach County Water Control District Assessments. It is acknowledged the SUBJECT PROPERTY is within the Northern Palm Beach County Water Control District, and that each OWNER will be responsible for such taxes as may be levied by the District from year to year, which taxes are subject to change depending on the annual budget and requirements of the District for the construction, maintenance of, and improvements to the water management system of which the SUBJECT PROPERTY is a part. All taxes levied by the District will be paid directly to the Palm Beach County Tax Collector, and are separate and distinct from the ASSESSMENTS that are payable to the ASSOCIATION, and are not governed by the provisions of this DECLARATION. The purpose of this provision is to disclose to all OWNERS the obligations of the SUBJECT PROPERTY to the District.

IN WITNESS WHEREOF, Bryan Cook has executed this DECLARATION this 8th day of May, 2019.

WITNESSES:

THE GARDENS HUNT CLUB ASSOCIATION, INC.

[Signature]
Olivia Cummings
[Signature]
Trisha Ruiz

By: [Signature]
Bryan Cook, President

Attested to: [Signature]
Chris Towns Secretary

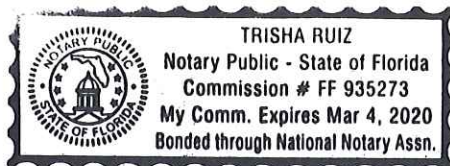
STATE OF FLORIDA)
SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 8th day of May, 2019 by Bryan Cook as President of THE GARDENS HUNT CLUB ASSOCIATION, INC., on behalf of the corporation who is duly known to me or has produced FLDL as identification and who did / did not take an oath.

C200-063-77-250-0

[Signature]
Notary Public,
State of Florida at Large

My commission expires:



**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
THE GARDENS HUNT CLUB ASSOCIATION, INC.**

A Florida Corporation Not-For-Profit

ARTICLE I – NAME

The name of the corporation is THE GARDENS HUNT CLUB ASSOCIATION, INC., a Florida corporation not-for-profit, hereinafter referred to as the "ASSOCIATION."

ARTICLE II – PURPOSE

The purposes for which the ASSOCIATION is organized are as follows:

1. To operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes.
2. To enforce and exercise the duties of the ASSOCIATION as provided in the DECLARATION, the Articles of Incorporation, the Bylaws, and Chapter 720, Florida Statutes.
3. To promote the health, safety, welfare, comfort, and social and economic benefit of the members of the ASSOCIATION.

ARTICLE III - POWERS AND DUTIES

The ASSOCIATION shall have the following powers and duties:

1. All of the common law and statutory powers of a corporation not-for-profit under the laws of the State of Florida.

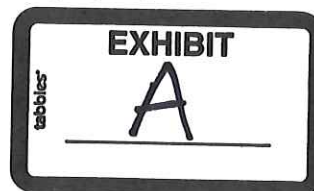
2. To administer, enforce, carry out and perform all of the acts, functions, rights and duties provided in, or contemplated by, the DECLARATION and Chapter 720 Florida Statutes, including but not limited to, the following:

2.1. To own, purchase, sell, mortgage, encumber, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.

2.2. To make and collect ASSESSMENTS against OWNERS to defray the costs, expenses and losses incurred or to be incurred by the ASSOCIATION, and to use the proceeds thereof in the exercise of the ASSOCIATION'S powers and duties.

2.3. To enforce the provisions of the DECLARATION, these ARTICLES, and the BYLAWS.

2.4. To make, establish and enforce reasonable rules and regulations governing the use of COMMON AREAS, LOTS, UNITS and other property under the jurisdiction of the



ASSOCIATION.

2.5. To grant and modify easements, and to dedicate property owned by the ASSOCIATION to any public or quasi-public agency, authority or utility company for public, utility, drainage and cable television purposes.

2.6. To borrow money for the purposes of carrying out the powers and duties of the ASSOCIATION.

2.7. To exercise control over exterior alterations, additions, improvements, or changes in accordance with the terms of the DECLARATION.

2.8. To obtain insurance as provided by the DECLARATION.

2.9. To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the ASSOCIATION and for proper operation of the properties for which the ASSOCIATION is responsible, or to contract with others for the performance of such obligations, services and/or duties.

2.10. To sue and be sued.

2.11. To operate and maintain the surface water management system for the SUBJECT PROPERTY as permitted by the South Florida Water Management District, including all lakes, retention areas, culverts and related appurtenances, as may be applicable.

2.12. To contract for cable television, security and other services for the SUBJECT PROPERTY.

ARTICLE IV – MEMBERS

1. The members of the ASSOCIATION shall consist of all of the record owners of LOTS. Membership shall be established as to each LOT upon the recording of a deed or other instrument of conveyance. Upon the transfer of ownership of fee title to, or fee interest in, a LOT, whether by conveyance, devise, judicial decree, foreclosure, or otherwise, and upon the recordation amongst the public records in the county in which the SUBJECT PROPERTY is located of the deed or other instrument establishing the acquisition and designating the LOT affected thereby, the new OWNER designated in such deed or other instrument shall thereupon become a member of the ASSOCIATION, and the membership of the prior OWNER as to the LOT designated shall be terminated, provided, however, that the ASSOCIATION may but shall not have the responsibility or obligation of recognizing any such change in membership until it has been received a true copy of the applicable deed or other instrument, or is otherwise informed in writing of the transfer of ownership of the LOT. The share of each member in the funds and assets of the ASSOCIATION, and the common surplus, and any membership in this ASSOCIATION, cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the LOT for which that membership is established.

2. On all matters upon which the membership shall be entitled to vote, there shall be only one

vote for each LOT. In the event any LOT is owned by more than one person and/or by an entity, the vote for such LOT shall be cast in the manner provided by the BYLAWS. Any person or entity owning more than one LOT shall be entitled to one vote for each LOT owned.

3. The BYLAWS shall provide for an annual meeting of the members of the ASSOCIATION and shall make provision for special meetings.

ARTICLE V - TERM OF EXISTENCE

The ASSOCIATION shall have perpetual existence.

ARTICLE VI - DIRECTORS

1. The property, business and affairs of the ASSOCIATION shall be managed by a BOARD which shall consist of not less than three (3) nor more than five (5) directors who shall be members of the ASSOCIATION and the number of Directors shall be the same as the prior year, unless changed by BOARD in advance of first notice of election at a BOARD meeting and which shall always be an odd number. The BYLAWS may provide for a method of determining the number of directors from time to time. In the absence of a determination as to the number of directors, the BOARD shall minimally consist of three (3) directors and shall have such number of Directors as in the previous year.

2. All of the duties and powers of the ASSOCIATION existing under the DECLARATION, these ARTICLES and the BYLAWS shall be exercised exclusively by the BOARD, its duly authorized agents, contractors or employees, and subject to approval by the members only when specifically required.

3. Directors may be removed and vacancies on the BOARD shall be filled in the manner provided by the BYLAWS.

ARTICLE VII – OFFICERS

All officers of the ASSOCIATION shall be members of the ASSOCIATION and shall be a President, Vice President, Secretary, Treasurer and such other officers as the BOARD may from time to time by resolution create. The officers shall serve at the pleasure of the BOARD, and the BYLAWS may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers.

ARTICLE VIII – INDEMNIFICATION

1. The ASSOCIATION shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the ASSOCIATION) by reason of the fact that he is or was a director, officer and/or member of a committee of the ASSOCIATION, against expenses (including attorneys' fees and costs), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner he

reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; except, that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duties to the ASSOCIATION unless and only to the extent that the court in which the action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, in and of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

2. To the extent that a director, officer, employee or agent of the ASSOCIATION has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph 1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

3. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the ASSOCIATION in advance of the final disposition of such action, suit or proceeding as authorized by the BOARD in the specific case upon receipt of an undertaking by or on behalf of the directors, officers, employees or agents to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the ASSOCIATION as authorized herein.

4. The indemnification provided herein shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any bylaw, agreement, vote of members or otherwise, and as to action taken in an official capacity while holding office, shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

5. The ASSOCIATION shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the ASSOCIATION, or is or was serving at the request of the ASSOCIATION as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, as arising out of his status as such, whether or not the ASSOCIATION would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE IX – BYLAWS

The BYLAWS may be altered, amended or rescinded in the manner provided by the BYLAWS.

ARTICLE X – AMENDMENTS

Amendments to these ARTICLES shall be proposed and adopted in the following manner:

1. A majority of the BOARD, or not less than thirty percent (30%) of the members may adopt a resolution setting forth the proposed amendments and direct that the proposed amendments shall be submitted to a vote at a meeting of the members, which may be the annual or a special meeting.
2. Written notice setting forth the proposed amendment(s) or a summary of the changes to be effected thereby shall be given to each member entitled to vote thereon within the time and in the manner provided in the BYLAWS for the giving of notice of a meeting of the members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.
3. At such meeting, a vote of the members entitled to vote thereon shall be taken on proposed amendments. Proposed amendment(s) shall be adopted upon receiving the affirmative vote of a minimum of sixty-five percent (65%) of the entire membership of the ASSOCIATION.
4. Any number of amendments may be submitted to the members and voted upon by them at any one meeting.
5. If all of the directors and a majority of the members eligible to vote sign a written statement manifesting their intention that an amendment to these ARTICLES be adopted, then the amendment shall thereby be adopted as though the above requirements had been satisfied.
6. No amendment shall make any changes in the qualifications for membership nor in the voting rights of members without approval by all of the members.
7. No amendment to these ARTICLES shall be made which discriminates against any OWNER(S), or affects less than all of the OWNERS within the SUBJECT PROPERTY, without the written approval of all of the OWNERS so discriminated against or affected.
8. Upon the approval of an amendment to these ARTICLES, the articles of amendment shall be executed and delivered to the Department of State as provided by law, and a copy certified by the Department of State shall be recorded in the public records of the county in which the SUBJECT PROPERTY is located.

ARTICLE XI – DISSOLUTION

In the event of dissolution or final liquidation of the ASSOCIATION, the assets, both real and personal, of the ASSOCIATION, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the ASSOCIATION. 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 purposes as nearly as practicable to the same as those to which they were required to be devoted by the ASSOCIATION. No such disposition of

ASSOCIATION properties shall be effective to divest or diminish any right or title of any member vested in him under the recorded DECLARATION unless made in accordance with the provisions of such DECLARATION.

ARTICLE XII

INITIAL REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT

The initial registered office of the ASSOCIATION was 2074 W. Indiantown Road, Jupiter, FL 33458 and is now 4227 Northlake Boulevard, Palm Beach Gardens, FL 33410. The registered agent of the ASSOCIATION shall be:

DICKER, KRIVOK & STOLOFF, P.A.
James N. Krivok, Esquire
1818 Australian Avenue South, Suite 400
West Palm Beach, FL 33409

AMENDED AND RESTATED BYLAWS
OF
THE GARDENS HUNT CLUB ASSOCIATION, INC.

A Florida Corporation Not-For-Profit

1. GENERAL PROVISIONS.

1.1. Identity. These are the BYLAWS of THE GARDENS HUNT CLUB ASSOCIATION, INC., hereinafter referred to as the "ASSOCIATION," a corporation not-for-profit formed under the laws of the State of Florida. The ASSOCIATION has been organized for the purposes stated in the ARTICLES and shall have all of the powers provided in these BYLAWS, the ARTICLES, the DECLARATION, and any statute or law of the State of Florida, or any other power incident to any of the above powers.

1.2. Principal Office. The principal office of the ASSOCIATION shall be at such place as the BOARD may determine from time to time.

1.3. Fiscal Year. The fiscal year of the ASSOCIATION shall be the calendar year.

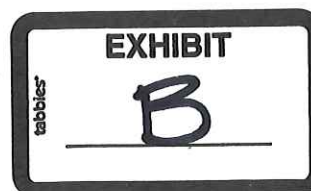
1.4. Inspection of Books and Records. The books and records of the ASSOCIATION shall be open to inspection by all OWNERS or their authorized representatives, and all holders, insurers or guarantors of any first mortgage encumbering a LOT. Such records of the ASSOCIATION shall include current copies of the DECLARATION, ARTICLES and BYLAWS, and any amendments thereto, any contracts entered into by the ASSOCIATION, and the books, records and financial statements of the ASSOCIATION. The ASSOCIATION shall be required to make available to prospective purchasers of LOTS current copies of the DECLARATION, ARTICLES and BYLAWS, and the most recent annual financial statement of the ASSOCIATION. Notwithstanding the foregoing, any inspection of any books or records of the ASSOCIATION will only be permitted upon reasonable notice, during normal business hours or under reasonable circumstances, and must be for a proper purpose which is reasonably related to an interest that the person making the inspection has or may have in the ASSOCIATION.

1.5. Definitions. Unless the context otherwise requires, all terms used in these BYLAWS shall have the same meaning as are attributed to them in the ARTICLES and the DECLARATION.

2. MEMBERSHIP IN GENERAL.

2.1. Qualification. Pursuant to the ARTICLES, all of the record owners of LOTS shall be members of the ASSOCIATION. Membership of each LOT shall be established upon the recording of a deed or other instrument of conveyance.

2.2. Changes in Membership. The transfer of the ownership of any LOT, either voluntarily or by operation of law, shall automatically terminate the membership of the prior owner, and the



transferee or new owner shall automatically become a member of the ASSOCIATION. It shall be the responsibility of any such transferor and transferee of a LOT to notify the ASSOCIATION of any change in the ownership of any LOT, and the corresponding change in any membership, by delivering to the ASSOCIATION a copy of the deed or other instrument of conveyance which establishes a transfer of ownership. In the absence of such notification, the ASSOCIATION may but shall not be obligated to recognize any change in membership or ownership of a LOT for purposes of voting, ASSESSMENTS, or for any other purpose.

2.3. Member Register. The Secretary of the ASSOCIATION by and through its manager shall maintain a register in the office of the ASSOCIATION showing the names and addresses of the members of the ASSOCIATION. It shall be the obligation of each member of the ASSOCIATION to advise the secretary of any change of address of the member, or of the change of ownership of the member's LOT, as set forth above. Any member who mortgages his LOT shall notify the ASSOCIATION of the name and address of his mortgagee. Any member who satisfies the mortgage encumbering his LOT shall also notify the ASSOCIATION thereof, and shall file a copy of the satisfaction of mortgage with the ASSOCIATION. The names and addresses of any such mortgagee shall also be maintained in the member register.

3. MEMBERSHIP VOTING.

3.1. Voting Rights. The voting rights of the members shall be as provided in the ARTICLES. In the event any LOT is owned by more than one person, or is owned by an entity, the vote for such LOT shall be cast as set forth below, and votes shall not be divisible. In the event any member owns more than one LOT, the member shall be entitled to one vote for each such LOT.

3.2. Majority Vote and Quorum Requirements. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum is present shall be binding upon all members and OWNERS for all purposes, except where otherwise provided by law, in the DECLARATION, in the ARTICLES, or in these BYLAWS. Unless otherwise so provided, at any regular or special meeting, the presence in person or by proxy of persons entitled to cast the votes for thirty percent (30%) of the LOTS shall constitute a quorum.

3.3. Determination as to Voting Rights.

3.3.1. In the event any LOT is owned by one person, his right to cast the vote for the LOT shall be established by the record title to his LOT.

3.3.2. In the event any LOT is owned by more than one person or by an entity, the vote for the LOT may be cast at any meeting by any co-owner of the LOT provided, however, that in the event a dispute arises between the co-owners as to how the vote for the LOT shall be cast, or in the event the co-owners are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to cast the vote for the LOT on the matter being voted upon at that meeting, but their membership shall be counted for purposes of determining the existence of a quorum. For purposes of this paragraph, the principals or partners of any entity (other than a corporation) owning a LOT shall be deemed co-owners of the LOT, and the directors and officers of a corporation owning a LOT shall be deemed co-owners of the LOT. NOTWITHSTANDING THE FOREGOING, AND ANY OTHER PROVISION TO THE CONTRARY, EXCEPT FOR ESTATE PLANNING PURPOSES, NO LOT MAY BE OWNED BY A CORPORATION, PARTNERSHIP, OR LIMITED LIABILITY COMPANY.

3.3.3. Proxies. Every member entitled to vote at a meeting of the members, or to express consent or dissent without a meeting, may authorize another person or persons to act on the member's behalf by a proxy signed by such member or his attorney-in-fact. Any proxy shall be delivered to the secretary of the meeting at or prior to the time designated in the order of business for delivering proxies. Any proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the member executing it. Every proxy shall specifically set forth the name of the person voting by proxy, and the name of the person authorized to vote the proxy for him. Every proxy shall contain the date, time, and place of the meeting for which the proxy is given, and if a limited proxy, shall set forth those items which the proxy holder may vote, and the manner in which the vote is to be cast.

3.3.4. Written Consent. Any action that can be taken upon the vote of the members at a meeting can be taken without a meeting, without prior notice, and without a vote if the action is taken by the members entitled to vote on such action and having not less than the minimum number of votes necessary to authorize such action at a meeting at which all members entitled to vote on such action were present and voted.

4. MEMBERSHIP MEETINGS.

4.1. Who May Attend. In the event any LOT is owned by more than one person, all co-owners of the LOT may attend any meeting of the members. In the event any LOT is owned by a corporation for estate planning purposes, any director or officer of the corporation may attend any meeting of the OWNERS. However, the vote for any LOT shall be cast in accordance with the provisions of Paragraph 3 above.

4.2. Place. All meetings of the members shall be held at the principal office of the ASSOCIATION or at such other place and at such time as shall be designated by the BOARD and stated in the notice of meeting.

4.3. Notices. Written notice stating the place, day and hour of any meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given by first-class mail, by email to members who have agreed, in writing, to accept notice by email or by personal delivery to each member entitled to vote at such meeting not less than 14 nor more than 60 days before the date of the meeting, by or at the direction of the president, the secretary or the officer or persons calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears in the records of the ASSOCIATION, with postage thereon pre-paid. For the purpose of determining members entitled to notice of, or to vote at, any meeting of the members of the ASSOCIATION, or in order to make a determination of the members for any other purpose, the BOARD shall be entitled to rely upon the member register as same exists ten (10) days prior to the giving of the notice of any meeting, and the BOARD shall not be required to take into account any changes in membership occurring after that date but may, in their sole and absolute discretion, do so. Notwithstanding the foregoing, if a LOT is owned by more than one person or by an entity, only one notice shall be required to be given with respect to the LOT, which may be given to any co-owner as defined in Paragraph 3.3.2 of these BYLAWS. Notice to any member or co-owner shall be sent to the LOT of such member or co-owner, unless the LOT OWNER(S)

of the LOT otherwise request.

4.4. Waiver of Notice. Whenever any notice is required to be given to any member under the provisions of the ARTICLES or these BYLAWS, or as otherwise provided by law, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a member at a meeting shall constitute a waiver of notice of such meeting, except when the member objects at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

4.5. Annual Meeting. The annual meeting for the purpose of electing directors and transacting any other business shall be held once a year at a time and place to be determined by the BOARD and as is contained in the notice of such meeting.

4.6. Special Meetings. Special meetings of the members may be called at any time by the president, a quorum of the BOARD or at the request, in writing, by not less than 20% of the members, or as otherwise provided by law. Such request shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice of meeting. Notice of any special meeting shall be given by the secretary, or other officer of the ASSOCIATION, to all of the members within thirty (30) days after same is duly called, and the meeting shall be held within forty-five (45) days after same is duly called.

4.7. Adjournments. Any meeting may be adjourned or continued by a majority vote of the members present in person or by proxy and entitled to vote, or if no member entitled to vote is present, then any officer of the ASSOCIATION may adjourn the meeting from time to time. If any meeting is adjourned or continued to another time or place, it shall not be necessary to give any notice of the adjourned meeting, if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted at the original meeting. If the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, notice of the adjourned meeting may be given to members not present at the original meeting, without giving notice to the members which were present at such meeting.

4.8. Organization. At each meeting, the president shall act as chairperson. In the absence of the president, the vice president acts as chairperson. In the absence of the vice president, then any person chosen by a quorum in attendance.

4.9. Order of Business. The order of business at the annual meetings of the members shall be:

- 4.9.1. Determination of chairman of the meeting;
- 4.9.2. Calling of the roll and certifying of proxies;
- 4.9.3. Proof of notice of meeting or waiver of notice;
- 4.9.4. Reading and disposal of any unapproved minutes;
- 4.9.5. Reports of directors, officers or committees;

- 4.9.6. Nomination and election of inspectors of election;
- 4.9.7. Determination of number of directors;
- 4.9.8. Election of directors;
- 4.9.9. Unfinished business;
- 4.9.10. New business; and
- 4.9.11. Adjournment.

4.10. Minutes. The minutes of all meetings of the members shall be kept in a book available for inspection by the members or their authorized representatives, and the directors, upon reasonable notice, during reasonable times, for a proper purpose. The ASSOCIATION shall retain these minutes for a period of not less than seven (7) years.

4.11. Actions Without a Meeting. Any action required or permitted to be taken at any annual or special meeting of the members of the ASSOCIATION, may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice shall be given to those members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. If a LOT is owned by more than one person or, for estate planning purposes, by a corporation, the consent for such LOT need only be signed by one person who would be entitled to cast the vote for the LOT as a co-owner pursuant to Paragraph 3.3.2 of these BYLAWS.

5. DIRECTORS.

5.1. Membership.

5.1.1. The affairs of the ASSOCIATION shall be managed by a BOARD of not less than three (3) nor more than five (5) directors. The number of directors may be changed at any meeting where the members are to elect any directors (i) by the then existing BOARD if, prior to such meeting of the members, the BOARD votes to change the number of directors and such change is indicated in the notice of the meeting sent to the members, or (ii) by the members at the meeting prior to the election of directors. If the number of directors on the BOARD is not changed, then the number of directors shall be the same as the number on the BOARD prior to such meeting (plus any unfilled vacancies created by the death, resignation or removal of a director), in any event there shall always be an odd number of directors. The number of directors on the BOARD shall be the same number as the previous year's number, unless changed in accordance with this Section 5.1.1.

5.2. Election of Directors by Members. The election of directors, to be elected by the members of the ASSOCIATION, shall be conducted in the following manner:

5.2.1. The members shall elect directors at the annual members' meetings.

5.2.2. Prior to any special or annual meeting at which directors are to be elected by the

members, the existing BOARD or a committee nominated by the BOARD, shall nominate, and solicit for self-nomination, directors to be elected by the members. Nominations shall not be made or accepted from the floor. At least sixty (60) days prior to the election, the members shall be provided the first notice of election and opportunity to run for the BOARD. All those wishing to run for the BOARD must provide an intent to run for the BOARD not later than forty (40) days prior to the election and by day 35 prior to the election, may provide a bio or statement on one side of an 8 ½ x 11 page to be included with the second notice of election which shall be sent to the members at least 14 days prior to the election. The second notice of election shall contain a general proxy for quorum purposes and a limited proxy for the election of directors.

5.2.3. The election of directors by the members shall be by ballot and limited proxy and by a plurality of the votes cast, each member voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

5.3. Term of Office. All directors elected by the members shall hold office for a term of one (1) year or until their successors are duly elected, or until such director's death, resignation or removal, as hereinafter provided or as otherwise provided by statute or by the ARTICLES. In the event a quorum is not attained at the annual meeting then the preceeding year's BOARD shall holdover.

5.4. Organizational Meeting. The newly elected BOARD shall meet for the purposes of organization, the election of officers and the transaction of other business immediately after their election or within ten (10) days of same at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

5.5. Regular Meetings. Regular meetings of the BOARD may be held at such time and place as shall be determined, from time to time, by a majority of the directors and minimally once per quarter.

5.6. Special Meetings. Special meetings of the BOARD may be called by any director, or by the president, at any time.

5.7. Notice of Meetings. Notice of each meeting of the BOARD shall be given by the secretary, or by any other officer or director, which notice shall state the day, place and hour of the meeting. Notice of such meeting shall be delivered to each director either personally or by telephone or email, at least 48 hours before the time at which such meeting is to be held, or by first class mail, postage prepaid, addressed to such director at his residence, or usual place of business, at least three (3) days before the day on which such meeting is to be held. Notice of a meeting of the BOARD need not be given to any director who signs a waiver of notice either before or after the meeting. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director states, at the beginning of the meeting, an objection to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the BOARD need be specified in any notice or waiver of notice of such meeting.

5.8. Quorum and Manner of Acting. A majority of the directors determined in the manner provided in these BYLAWS shall constitute a quorum for the transaction of any business at a meeting of the BOARD. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the BOARD, unless the act of a greater number of directors is required by statute, the DECLARATION, the ARTICLES, or by these BYLAWS.

5.9. Adjourned Meetings. A majority of the directors present at a meeting, whether or not a quorum exists, may adjourn any meeting of the BOARD to another place and time. Notice of any such adjourned meeting shall be given to the directors who are not present at the time of the adjournment, and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

5.10. Presiding Officer. The presiding officer of the BOARD meetings shall be the president. In the absence of the presiding officer, the directors shall designate one of their members to preside.

5.11. Order of Business. The order of business at a BOARD meeting shall be:

- 5.11.1. Calling of roll;
- 5.11.2. Proof of due notice of meeting;
- 5.11.3. Reading and disposal of any unapproved minutes;
- 5.11.4. Reports of officers and committees;
- 5.11.5. Election of officers;
- 5.11.6. Unfinished business;
- 5.11.7. New business; and
- 5.11.8. Adjournment.

5.12. Minutes of Meetings. The minutes of all meetings of the BOARD shall be kept in a book available for inspection by the members of the ASSOCIATION, or their authorized representatives, and the directors, upon reasonable notice, during reasonable times, for a proper purpose. The ASSOCIATION shall retain these minutes for a period of not less than seven (7) years.

5.13. Committees. The BOARD may, by resolution duly adopted, appoint committees. Any committee shall have and may exercise such powers, duties and functions as may be determined by the BOARD from time to time, which may include any powers which may be exercised by the BOARD and which are not prohibited by law from being exercised by a committee.

5.14. Resignation. Any director may resign at any time by giving written notice of his resignation to another director or officer. Any such resignation shall take effect at the time specified therein or, if the time when such resignation is to become effective is not specified

therein, immediately upon its receipt, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.15. Removal of Directors. Directors may be removed pursuant to the recall provisions and process set out in Chapter 720 of the Florida Statutes as amended from time to time for such purpose.

5.16. Vacancies.

5.16.1. Vacancies on the BOARD may be filled by a majority vote of the directors then in office, though less than a quorum, or by a sole remaining director, and a director so chosen shall hold office until the next annual election and until his successor is duly elected, unless sooner displaced. If there are no directors, then a special election of the members shall be called to elect the directors.

5.16.2. In the event the ASSOCIATION fails to fill vacancies on the BOARD sufficient to constitute a quorum in accordance with these BYLAWS, any LOT OWNER may apply to the Circuit Court of the County in which the SUBJECT PROPERTY is located for the appointment of a receiver to manage the affairs of the ASSOCIATION. At least thirty (30) days prior to applying to the Circuit Court, the LOT OWNER shall mail to the ASSOCIATION a notice describing the intended action giving the ASSOCIATION the opportunity to fill the vacancies. If during such time the ASSOCIATION fails to fill the vacancies, the LOT OWNER may proceed with the petition. If a receiver is appointed, the ASSOCIATION shall be responsible for the salary of the receiver, court costs, and attorneys' fees. The receiver shall have all powers and duties of a duly constituted member of the BOARD, and shall serve until the ASSOCIATION fills vacancies on the BOARD sufficient to constitute a quorum.

5.17. Compensation. The directors shall not be entitled to any compensation for serving as directors provided however, the ASSOCIATION may reimburse any director for expenses incurred on behalf of the ASSOCIATION.

5.18. Powers and Duties. The directors shall have the right to exercise all of the powers and duties of the ASSOCIATION, express or implied, existing under these BYLAWS, the ARTICLES, the DECLARATION, and as otherwise provided by statute or law.

6. OFFICERS.

6.1. Members and Qualifications. The officers of the ASSOCIATION shall include a president, a vice president, a treasurer and a secretary, all of whom shall be elected by the directors and may be pre-emptively removed from office with or without cause by the directors. Any person may hold two or more offices except that the president shall not also be the secretary. The BOARD may, from time to time, elect such other officers and designate their powers and duties as the BOARD shall find to be appropriate to manage the affairs of the ASSOCIATION from time to time. Each officer shall hold office until the meeting of the BOARD following the next annual meeting of the members, or until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall have resigned, or until he shall have been removed, as provided in these BYLAWS.

6.2. The President. The president shall be the chief executive officer of the ASSOCIATION. He shall have all of the powers and duties which are usually vested in the office of president of an association or corporation including, but not limited to, the power to appoint committees from among the members from time to time, as he may in his discretion deem appropriate to assist in the conduct of the affairs of the ASSOCIATION.

6.3. The Vice President. The vice president shall, in the absence or disability of the president, exercise the powers and perform the duties of the president. He shall also assist the president generally and exercise such other powers and perform such other duties as may be prescribed by the directors.

6.4. The Secretary. The secretary shall prepare and keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the ASSOCIATION and affix the same to instruments requiring a seal when duly executed. He shall keep the records of the ASSOCIATION, except those of the treasurer, and shall perform all other duties incident to the office of secretary of an association, and as may be required by the directors or the president.

6.5. The Treasurer. The treasurer shall have custody of all property of the ASSOCIATION, including funds, securities, and evidences of indebtedness. He shall keep books of account for the ASSOCIATION in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the BOARD for examination at reasonable times. He shall submit a Treasurer's Report to the BOARD at reasonable intervals and shall perform all other duties incident to the office of treasurer. He shall collect all ASSESSMENTS and shall report to the BOARD the status of collections as requested.

6.6. Compensation. The officers shall not be entitled to compensation.

7. FINANCES AND ASSESSMENTS.

7.1. Assessment Roll. The ASSOCIATION shall maintain an ASSESSMENT roll for each LOT, designating the name and current mailing address of the OWNER, the amount of each ASSESSMENT against such OWNER, the dates and amounts in which the ASSESSMENTS come due, the amounts paid upon the account of the OWNER, and the balance due.

7.2. Depositories. The funds of the ASSOCIATION shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the BOARD from time to time. Funds shall be withdrawn only upon checks and demands for money signed by such officers, directors or other persons as may be designated by the BOARD. Fidelity bonds as required by the DECLARATION shall be required of all signatories on any account of the ASSOCIATION.

7.3. Depositing of Payments. All sums collected by the ASSOCIATION from ASSESSMENTS may be deposited in a single fund or divided into more than one fund, as determined by the BOARD.

7.4. Accounting Records and Reports. The ASSOCIATION shall maintain accounting records according to generally accepted accounting practices. The records shall be open to inspection by OWNERS and INSTITUTIONAL LENDERS or their authorized representatives, at

reasonable times. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) the ASSESSMENT roll of the members referred to above. The BOARD may, and upon the vote of a majority of the members shall, conduct a review of the accounts of the ASSOCIATION by a certified public accountant, and if such a review is made, a copy of the report shall be furnished to each member, or their authorized representative, within fifteen (15) days after same is completed.

7.5. Reserves. The budget of the ASSOCIATION shall contain a pooled reserve as set out in the DECLARATION.

8. AMENDMENTS.

Except as otherwise provided, these BYLAWS may be amended in the following manner:

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

8.2. Initiation. A resolution to amend these BYLAWS may be proposed either by any director, or by or at the direction of 25% percent or more of the members of the ASSOCIATION.

8.3. Adoption of Amendments.

8.3.1. A resolution for the adoption of the proposed amendment shall be adopted by not less than 65% of the votes of the entire membership of the ASSOCIATION. Any amendment approved by the members may provide that the BOARD may not further amend, modify or repeal such amendment.

8.4. No amendment shall make any changes in the qualification for membership nor in the voting rights or property rights of members without approval by all of the members and the joinder of all record owners of mortgages upon the LOTS. No amendment shall be made that is in conflict with the DECLARATION or the ARTICLES.

8.5. No amendment to these BYLAWS shall be made which discriminates against any OWNER(S), or affects less than all of the OWNERS without the written approval of all of the OWNERS so discriminated against or affected.

8.6. Execution and Recording. No modification of, or amendment to, these BYLAWS shall be valid until recorded in the public records of the county in which the SUBJECT PROPERTY is located.

9. MISCELLANEOUS.

9.1. Tenses and Genders. The use of any gender or of any tense in these BYLAWS shall refer to all genders or to all tenses, wherever the context so requires.

9.2. Partial Invalidity. Should any of the provisions hereof be void or become unenforceable at law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

9.3. Conflicts. In the event of any conflict, the DECLARATION, the ARTICLES, and

these BYLAWS, shall govern, in that order.

9.4. Captions. Captions are inserted herein only as a matter of convenience and for reference, and in no way are intended to or shall define, limit or describe the scope of these BYLAWS or the intent of any provisions, hereof.

9.5. Waiver of Objections. The failure of the BOARD or any officers of the ASSOCIATION to comply with any terms and provisions of the DECLARATION, the ARTICLES, or these BYLAWS which relate to time limitations shall not, in and of itself, invalidate the act done or performed. Any such failure shall be waived if it is not objected to by a member of the ASSOCIATION within ten (10) days after the member is notified, or becomes aware, of the failure. Furthermore, if such failure occurs at a general or special meeting, the failure shall be waived as to all members who received notice of the meeting or appeared and failed to object to such failure at the meeting.

The foregoing was adopted by not less than a majority of the votes of the entire membership of the ASSOCIATION as set out in the Certificate of Recording.