

GARDENS HUNT CLUB HOMEOWNERS ASSOCIATION, INC.

c/o First Service Residential

2074 West Indiantown Road, Suite 200, Jupiter, Florida 33458

(561) 745-7545

Each homeowner should receive a complete copy of the Declaration of Covenants and Restrictions, The Articles of Incorporation and the Bylaws of The Gardens Hunt Club Association from the seller at their closing. If you did not receive a copy or would like a new copy, please contact First Service Residential to request one.

General Guidelines - "Ground Rules"

As homeowners, we all have a substantial vested interest in both our home and the community at large. The continued success of The Gardens Hunt Club depends on the on-going care, upkeep and appearance of both the community and the homes. This section highlights portions of the Declarations of Covenants and Restrictions that provide guidance in the proper care and limitation on use of homes in our community.

Section 5.0 Restrictions

- 5.1 **One Unit per Lot** - Only one unit shall be constructed on each 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 parking of an automobile shall be converted into a living space or storage area. All garage doors shall remain closed when not in use.
- 5.3 **Occupancy** - No unit shall be permanently occupied by more than two 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.
- 5.4 **No Trade or Business** - No trade, business, profession, or commercial activity, or any other non-residential use, shall be conducted upon any portion of the subject property or within any lot or unit, without the consent of the approving party. The foregoing shall not prohibit any owner from leasing his/her home.
- 5.5 **Leases** - All leases of a unit must be in writing and specifically be subject to this declaration, the articles and the by-laws, and copies delivered to the approving party prior to occupancy by the tenant(s). No unit may be leased more than once in any consecutive 12-month period, without the consent of the approving party. At the discretion of the approving party, any owner desiring to lease his unit shall be required to place in escrow with the association a sum as determined by the association, not exceeding one month's rent for the unit, which may be used by the association to repair any damage to the

common areas or other portions of the subject property resulting from the acts or omissions of the tenants of the unit. Any balance remaining in the escrow account shall be returned to the owner within 30 days after the tenant and all subsequent tenants move out of the unit.

- 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 Building** - No accessory, storage, temporary, or portable structures, or tents shall be erected, without the prior written consent of the approving party, 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 & 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 constructed 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 approving party, unless kept within an enclosed garage. In particular, and without limitation, without the prior written consent of the approving party, no vehicle containing commercial lettering, signs or equipment, and no pick-up truck or other type of 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 approving party. 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 and 120, may not keep more than three vehicles within the subject property on a permanent basis without the prior written consent of the approving party. 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 condition and repair, and no vehicle which does not contain a current license plate or which cannot

operate on its own power, shall be parked within the subject property outside of an enclosed garage for more than 24 hours, and no major repair of any vehicle shall be made on the subject property. Motorcycles, motorbikes, mopeds, all-terrain vehicles, and the like are not permitted to be operated within the subject property only with the prior written consent of the approving party, which may be withdrawn at any time, and permitted motorized vehicles 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, and if the approving party determines the operation of any such vehicle is an unreasonable annoyance to the residents of the subject property, and any such vehicle shall not be parked overnight outside of an enclosed garage.

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, only 2 cats, 2 dogs or 1 cat and 1 dog, is permitted in any unit, except with the written consent of the approving party which may be granted or withheld in the approving party's discretion, except that 4 cats, 4 dogs or any combination thereof is permitted in the unit on lots 94 and 120. No pit bull terriers are permitted without the consent of the approving party. 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. 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/her pet on the subject property, except for designated pet walk areas, if any. No commercial breeding of pets is permitted within the subject property. The approving party may require any pet to be immediately and permanently removed from the subject property due to a violation of this paragraph.

5.11 **Landscaping** - The initial landscaping of any unit, and any material modifications, additions or substitutions thereof, must be approved by the approving party. The approving party 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/her lot and on any contiguous property between his/her 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 approving party, and in accordance with the provisions of this declaration and the requirements of a 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. Underground sprinkler systems shall be installed, maintained, and used to irrigate all landscaping on the lot, or any other landscaping in 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 approving party. 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/her unit and all improvements and personal property upon his/her lot in first class condition at all times, except any portions thereon 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 approving party. 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.
- 5.13 **Air Conditioning Units** - Only central air conditioning homes 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 road.
- 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 approving party are permitted and same 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.
- 5.15 **Nuisances** - No nuisances shall be permitted within then subject property, and no use or practice which is an unreasonable source of annoyance to the residents within the subject property by its residents shall be permitted. No unreasonable, 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.
- 5.16 **Outside Antennas and Flag Poles** - No outside signal receiving or sending antennas, dishes, or devices are permitted without the consent of the approving party, except for any existing satellite dish or television antenna on lot 94 and 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 approving party that services the entire subject property. No flagpoles are permitted without the consent of the approving party, only American flags may be flown and only on national holidays.

- 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 twenty (20) feet of any lake or canal without the prior written consent of the approving party, 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 prior written consent of the approving party if same would result in the creation of more lots than before such subdivision. Notwithstanding the foregoing, portions of a lot may be conveyed to the owner(s) of contiguous lots(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, 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 condenser 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 approving party 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, 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 approving party except that no more than one "For Sale" or "For Rent" sign which is not larger than four 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 approving party shall have the right to remove such sign without notice to the owner, and the removal shall not be deemed a trespass and the approving party 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.

- 5.22 **Irrigation Systems** - All irrigation systems on any lot containing a unit must use water supplied by the applicable utility company or government authority, unless such use is prohibited, in which event the owner shall install a system which treats the water in his/her 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 well must have a water treatment system for iron or rust deposits.
- 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 approving party 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, providing the foregoing shall not be deemed to prohibit or restrict the initial construction of improvements upon the subject property by declarant or by the developer of any portion of the subject property in accordance with permits issued by controlling governmental authorities. In particular, no owner other than declarant shall install any landscaping or place any fill on the owner's lot that would adversely affect the drainage of any contiguous lot.
- 5.24 **Fences and Walls** - If any owner desires to construct a fence on his/her lot, the owner shall submit a plot plan to the approving party showing the proposed location of the fence upon the lot, which must be approved by the approving party. 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 on the lot and any fence constructed upon a lot must be located in strict conformance with the plot plan approved by the approving party. All fences must be approved by the approving party and must comply with the following requirements, unless the approving party consents to the contrary in writing.
- 5.24.1 All fences shall be a maximum of 6 feet in height
- 5.24.2 All fences must be of the "shadow box" type, vinyl coated chain link with the color of the vinyl coating approved by the approving party, or other type of fence approved by the approving party, and must be constructed on site. Only high-quality, professionally prefabricated or sectional shadow box fences will be allowed, and the approving party must approve same.
- 5.24.3 All shadow box planks and posts shall be of cedar or pressure treated wood, and planks shall be installed vertically. All planks shall be a maximum of six inches in width and one inch in depth, nominal.
- 5.24.4 All shadow box fence wood may be coated with a natural clear sealer, or a wood stain of a color approved by the approving party.
- 5.24.5 All fences must be constructed with galvanized nails or other rustproof fasteners.

5.25 **Architectural Control for Exterior Changes**

- 5.25.1 **Purpose** - The approving party 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 included, but not limited to size, height, site planning, setback exterior design, materials, colors, open space, landscaping, water-scaping and aesthetic criteria.
- 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 approving party.
- 5.25.3 **Request for Approval** - Any request for approval by the approving party of any improvement shall be in writing and shall be accompanied by plans and specifications or other details as the approving party 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 approving party deems the plans and specifications deficient, the approving party may require such further detail in the plans and specifications as the approving party deems necessary in connection with its review of the 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 approving party may postpone review of any plans submitted for approval. The approving party 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 in connection with its exercise of architectural approval. The approving party shall not be obligated to review or approve any plans or specifications until such fee is paid. Approval of any request shall not be withheld in a discriminatory manner or in a manner that unreasonably prohibits the reasonable improvement of any property, but may be withheld due to aesthetic considerations.
- 5.25.4 **Approval** - The approving party shall notify the owner of its approval or disapproval, or that the approving party requires additions to the plan and specifications, by written notice within thirty (30) days after request for such approval is made in writing to the approving party and all documents, plans and specifications and other materials required by the approving party in connection with such approval have been submitted. In the event the approving party fails to disapprove any request within such thirty-day period, the request shall be

deemed approved and upon request, the approving party shall give written notice of such approval, provided the party requesting such approval pays any fee charged by the approving party in connection with the approval. In consenting to any proposed improvement, the approving party 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 approving party approves, or is deemed to have approved any improvement, then 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 approving party's approval, and shall not make any material changes without the approval of the approving party. If the approving party approved any improvement, same shall not require the approving party, any subsequent approving party to approve any similar improvement in the future, and the approving party 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 approving party may adopt and modify from time to time, in its discretion, guidelines, criteria and/or standards which will be used by it in connection with the 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, the minimum square footage, maximum height, minimum setback, and minimum landscaping requirements.
- 5.25.6 **Inspections** - Upon completion of any improvement, the applicable owner shall give written notice of the completion to the approving party. Within 90 days thereafter, the approving party 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 specification or in a manner otherwise acceptable to the approving party, 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 approving party shall again be given a notice of the completion, and the provisions of this paragraph shall again become operative. If the approving party fails to notify the owner of any deficiencies within ninety (90) days after receipt of a notice of completion, the improvement shall be deemed to have been accepted by the approving party.
- 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 approving party, or is not made in strict conformance with any approval given or deemed given by the approving party, the approving party 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 approving party, or the approving party may pursue any other remedy available to it. If declarant is the approving party, then in connection with the enforcement of this section, declarant shall have all the rights of enforcement granted to the Association pursuant to the declaration, including but not limited to the right to impose fines, and to assess and lien for costs and expenses incurred in enforcing this section, except that any fines shall be paid to the Association. In connection with the enforcement of this section, the approving party 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 approving party to object to any improvement prior to the completion of the improvement shall not constitute a waiver of the approving party's right to enforce the provisions of this section. Any action to enforce this section must be commenced within 1 year after notice of the violation by the approving party, or within 3 years after the date of the violation, whichever occurs first. 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 approving party 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 approving party 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 approving party, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and the approving party 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 government 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 approving party to any improvement may be made conditioned upon the owner obtaining a building permit for same, or providing the approving party 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 approving party.

5.25.10 **Certificate** - Within 10 days after the request of any owner, the approving party 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 approving party may adopt additional reasonable rules and regulations relating to the use and maintenance of the subject property and copies of such rules and regulations and amendments shall be furnished by the approving party to any owner upon request.

5.27 **Waiver** - The approving party shall have the right to waive application of one or more of these restrictions or to permit a deviation from these restrictions as to any lot where, in the discretion of the approving party, special circumstances exist which justify such waiver or deviation, or such waiver or deviation when coupled with any conditions imposed for the waiver or deviation by the approving party will not adversely affect any other owners. In granting any waiver or deviation, the approving party will impose such conditions and restrictions as the approving party may deem necessary, and the owner shall be required to comply with any such restrictions or conditions in connection with any waiver or deviation. In the event of any such waiver or permitted deviation, or in the event any party fails to enforce any violation of these restrictions, such actions or inactions shall not be deemed to prohibit or restrict the right of the approving party, or any other person upon strict compliance with respect to all other lots, nor shall any such actions be deemed a waiver of any of the restrictions contained herein as same may be applied in the future. Furthermore any approval given by the approving party as to any matter shall not be deemed binding upon the approving party in the future, and shall not require the approving party to grant similar approval in the future as to any other lot or owner.

5.28 **Exceptions** - The foregoing use and maintenance restrictions shall not apply to declarant, or to any portion of the subject property while owned by declarant, and shall not be applied in a manner which would prohibit or restrict construction of any homes and other improvements thereon, or any activity associated with the sale or leasing of any homes by declarant. In addition, any declarant shall have the right to exempt maintenance restrictions. Specifically, and without limitation, declarant shall have the right to, and any other builder or developer who is exempted from the foregoing restrictions by declarant shall have the right to:

- (i) construct any buildings or improvements within the subject property, and make any additions, alterations, improvements or changes thereto;
- (ii) maintain customary and usual sales, leasing, general office and construction operation on any lot;
- (iii) place, erect or construct portable, temporary or accessory buildings or structures upon any property for sales, leasing, construction, storage or other purposes;

- (iv) temporarily deposit, dump or accumulate materials, trash, refuse or rubbish in connection with the development or construction of any lot; and
- (v) post, display, inscribe or affix to the exterior of a home or upon any property, signs and other materials used in developing, constructing, selling or promoting any lot.