

ARTICLES OF INCORPORATION

OF

THE HUNT HOME OWNERS ASSOCIATION, INC.

ARTICLE I

Name

The name of this corporation shall be THE HUNT HOME OWNERS ASSOCIATION, INC. hereinafter called the "Association".

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CLERK OF DISTRICT COURT
PALM BEACH COUNTY, FLORIDA

ARTICLE II

Principle Office

The principle office of the Association shall be located at 1 Hunting Trail, Lake Worthy, Florida. The Board of Directors may from time to time designate such other address for the principle office of the Association.

ARTICLE III

Purposes

The general nature, objects and purposes of the Association shall be:

(a) To promote the health, safety and social welfare of the owners of the property described as THE HUNT according to the plat thereof filed in the public records of Palm Beach County, Florida, in Plat Book 32 , Pages 119-125.

(b) To provide for the improvement, maintenance and preservation of the aforescribed property and to provide for architectural control of all buildings, fences, walls or other structures or improvements located thereon.

(c) To administer and enforce all of the terms and conditions of that certain Declaration of Covenants, Conditions and Restrictions of THE HUNT, recorded in Official Record Book , Page , of the public records of Palm Beach County, Florida.

(d) To own, maintain and care for the roads, streets, canals, lakes, preserve areas, equestrian trails and other appurtenances thereto, all in accordance with the aforesaid plat of THE HUNT.

EXHIBIT, A

(e) To operate without profit for the sole and exclusive benefit of its members.

ARTICLE IV

General Powers

The Association shall have all of the powers and duties reasonably necessary to operate and maintain the Association, including, but not limited to, the following:

(a) To exercise all of the powers, privileges and duties set forth in the aforesaid Declaration of Covenants, Conditions and Restrictions as said Declaration presently exists and as it may, from time to time, be amended.

(b) To own, maintain and care for the roads, streets, canals, lakes, preserve areas, equestrian trails and appurtenances thereto as the same are shown upon and all in accordance with the aforesaid plat of THE HUNT.

(c) To establish, levy, collect and enforce payment of all fees, dues, charges or assessments pursuant to the terms of the aforesaid Declaration or the By-Laws of the Association for all of the purposes of the Association and to create and establish reasonable reserves for all of such purposes.

(d) To pay all expenses incident to the conduct of the business of the Association.

(e) To promulgate or enforce rules, regulations, by-laws, covenants, restrictions or agreements to effectuate all of the purposes for which the Association is organized.

(f) To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of real or personal property and to enter into, make, perform, or carry out contracts of every kind with any person, firm, corporation or association.

(g) To charge recipients for services rendered by the Association and the user for the use of Association property where such is deemed appropriate by the Association.

(h) To pay taxes and other charges, if any, on or against any property owned, used or accepted by the Association.

(i) To borrow money and to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for money borrowed or in payment for property acquired or for any of the other purposes of the Association and to secure the payments for such obligations by mortgages, pledges or other instruments of trust by liens upon or assignment of or agreement in regard to all or any part of the property rights or privileges of the Association.

(j) To exercise any and all powers, rights and privileges which a corporation organized under the Corporations Not for Profit Law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

The members of the Association shall consist of the property owners of the platted lots of the aforesaid plat of THE HUNT. Membership shall be as a result of the ownership of a platted lot in the aforesaid plat and may not be separated from such ownership.

ARTICLE VI

Voting and Assessments

A. Each member shall be entitled to one vote for each platted lot owned. In the event the platted lot is owned by more than one person, all of such persons shall be entitled to a total of one vote so that each platted lot is represented by one vote. There shall be no splitting or division of votes and multiple owners shall designate one of their number to cast the vote represented by the lot.

B. The Association shall obtain funds with which to operate by the assessment of its members in accordance with the provisions of the aforesaid Declaration of Covenants, Conditions and Restrictions as supplemented by the By-Laws of the Association. All fees, dues, charges and assessments shall be due and payable in such manner and at such times as the Board of Directors of the Association shall designate and the collection of the same may be enforced by all lawful means as provided in the aforesaid Declaration of Covenants, Conditions and Restrictions.

ARTICLE VII

Board of Directors

A. The affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than nine (9) directors who need not be members of the Association. The initial Board of Directors shall consist of three (3) directors who shall hold office until the election of their successors. The exact number of directors shall be fixed from time to time at the annual meeting by the members.

B. The names and addresses of the members of the first Board of Directors who shall hold office until the annual meeting of the members or until their successors are elected or appointed and have qualified are as follows:

JULES S. MINKER	200 Tradewind Drive Palm Beach, Florida 33480
MARLYN S. MINKER	200 Tradewind Drive Palm Beach, Florida 33480
GARY A. MINKER	200 Tradewind Drive Palm Beach, Florida 33480

ARTICLE VIII

Officers

A. The officers of the Association shall be a President, a Vice President, a secretary, a Treasurer and such other officers as the Board of Directors may from time to time, by resolution, establish. Any two or more offices may be held by the same person except the office of President and Secretary. The officers shall be elected by the Board of Directors at the first meeting of the Board of Directors following the annual meeting of the members of the Association.

B. The names and addresses of the initial officers who shall serve until their successors are elected by the Board of Directors are:

President	JULES S. MINKER 200 Tradewind Drive Palm Beach, Florida 33480
Vice President	GARY A. MINKER 200 Tradewind Drive Palm Beach, Florida 33480
Secretary	MARLYN S. MINKER 200 Tradewind Drive Palm Beach, Florida 33480
Treasurer	MARLYN S. MINKER 200 Tradewind Drive Palm Beach, Florida 33480

ARTICLE IX

Corporate Existence

The corporation shall have perpetual existence.

ARTICLE X

By-Laws

The Board of Directors shall adopt By-Laws consistent with these Articles and said By-Laws may be amended, altered or rescinded by the Board of Directors of the Association in a manner provided in said By-Laws.

ARTICLE XI

Indemnification of Officers and Directors

Each and every officer and director of the Association shall be indemnified by the Association against all costs, expenses, and liabilities, including legal fees reasonably incurred by or imposed upon such officer or director in connection with any claim, demand or proceeding to which such officer or director may be a party or in which such officer or director may become involved by reason of his being or having been an officer or director of this Association whether or not such person is an officer or director at the time such expenses are incurred, provided however, if such officer or director is adjudged guilty of willful misfeasance or willful malfeasance in the performance of the duties of such officer or director, the Association shall not indemnify such officer or director. In the event of a settlement of any claim or proceeding, the indemnification herein provided shall be applicable only when the Board of Directors of the Association shall approve such settlement and shall determine that such indemnification shall be in the best interest of the officer or director and the Association. The Association may purchase such insurance policies as the Board of Directors of the Association shall deem appropriate to provide such indemnification. The foregoing right of indemnification shall be in addition to, but not exclusive of, any and all other rights to which such officer or director may be entitled.

ARTICLE XII

Transactions in Which Officers or Directors are Interested

A. No contract or transaction between the Association and one or more of its officers or directors or between the Association and any other legal entity in which one or more of the officers or directors of the Association are interested in any manner, shall be invalid, void or voidable solely for that reason, or solely because an officer or director of the Association is present at or participates in the meeting of the Board of Directors of the Association or any committee thereof which authorizes such a contract or transaction, or solely because of the vote of such officer or director in connection therewith. No officer or director of the Association shall incur liability by reason of the fact that such officer or director is or may be interested in any such contracts or transactions.

B. Interested directors may be counted in determining presence of a quorum at the meeting of the Board of Directors or of any committee thereof, which authorizes contracts or transactions.

ARTICLE XIII

Dissolution

This Association may be dissolved upon the written consent of three-fourths (3/4ths) of the votes entitled to be cast. Upon dissolution of the Association, the assets of the Association shall be dedicated to an appropriate public agency and shall be used for purposes similar to those for which this Association was created. In the event that such dedication is refused or in the event that those persons voting for dissolution so indicate such assets

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shall be granted, conveyed or assigned to any other non-profit corporation devoted to such similar purposes.

ARTICLE XIV

Amendment of Article of Incorporation

These Articles may be altered, amended, or repealed in the following manner:

(a) Notice of the proposed amendment shall be included in the notice of any meeting in which a proposed amendment is considered.

(b) A resolution for the adoption of the proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Approval of a proposed amendment must be by a majority of the Board of Directors of the Association and not less than seventy-five percent (75%) of the votes entitled to be cast by members or by the unanimous approval of the initial Board of Directors until the first annual election of directors.

ARTICLE XV

Resident Agent

The resident agent of the Association to accept service of process in this state and who shall serve until replaced by the Board of Directors of the Association shall be RAYMOND W. ROYCE whose street address is 450 Royal Palm Way, Palm Beach, Palm Beach County, Florida.

ARTICLE XVI

Subscribers

The names and addresses of the subscribers to these Articles of Incorporation are:

RAYMOND W, ROYCE	450 Royal Palm Way Palm Beach, Florida 33480
J. RICHARD HARRIS	450 Royal Palm Way Palm Beach, Florida 33480
JANICE C. BAUMANN	450 Royal Palm Way Palm Beach, Florida 33480

IN WITNESS WHEREOF the subscribers have hereunto affixed their signatures this 18th day of February , 1977.

/s/ Raymond W. Royce (SEAL)
Raymond W. Royce

/s/ J. Richard Harris (SEAL)
J. Richard Harris

/s/ Janice C. Baumann (SEAL)
Janice C. Baumann

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

BEFORE ME the undersigned authority on this day personally appeared RAYMOND W. ROYCE, J. RICHARD HARRIS, and JANICE C. BAUMANN , who being duly sworn, severally acknowledged the execution of the foregoing Articles of Incorporation of THE HUNT HOME OWNERS ASSOCIATION, INC. for the purposes expressed in such Articles.

WITNESS my hand and official seal in the county and state named above this 18th day of February , 1977.

[Signature]
Notary Public, State of Florida
at large

My Commission Expires:

ACCEPTANCE

I, RAYMOND W. ROYCE , hereby accept the designation as resident agent for service of process upon THE HUNT HOME OWNERS ASSOCIATION, INC. within the State of Florida in accordance with the applicable Florida Statutes.

Dated this 16th day of February, 1977.

[Signature] (SEAL)

BY-LAWS

OF

THE HUNT HOMEOWNERS ASSOCIATION, INC.

A corporation not for profit under
the laws of the State of Florida.

1. Identify. These are the By-Laws of THE HUNT HOMEOWNERS ASSOCIATION, INC., called Association in these By-Laws, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the Office of the Secretary of State on February 22, 1977. The Association has been organized for the purposes set forth in the Articles of Incorporation.

1.1 The office of the Association shall initially be at 1 Hunting Trail, Lake Worth, Florida and the location thereof may be changed from time to time.

1.2 The fiscal year of the Association shall be the calendar year or such other period as the Board of Directors shall establish.

1.3 The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit", and the year of incorporation.

s. Members' meetings.

2.1 The Annual Members' Meeting shall be held at the office of the corporation at 2:00 o'clock P.M., Eastern Standard Time, on the second Tuesday in April of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is

EXHIBIT B

not a holiday.

2.2 Special Members' Meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast a majority of the votes of the entire membership.

2.3 Notice of all Members' meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than seven (7) days nor more than sixty (60) days prior to the date of the meeting. Notice of meeting may be waived before or after meetings.

2.4 A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members.

2.5 Voting

a. In any meeting of members, the owners of lots shall be entitled to cast one vote for each such lot owned.

b. If a lot is owned by one person, that person's right to vote shall be established by the record title to that lot. If a lot is owned by more than one person, or is under lease, the person entitled to cast the vote for the lot shall be designated by a certificate signed by all of the record

owners of the lot and filed with the Secretary of the Association. If a lot is owned by a corporation, the person entitled to cast the vote for the lot shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the lot concerned. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

2.6 Proxies. Votes may be cast in person or by written proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

2.7 Adjourned meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.8 The order of business at annual members' meetings and as far as practical at other members' meetings, shall be:

- a. Election of chairman of the meeting
- b. Calling of the roll and certifying of proxies
- c. Proof of notice of meeting or waiver of notice
- d. Reading and disposal of any unapproved minutes

- e. Reports of officers
- f. Reports of committees
- g. Election of inspectors of election
- h. Election of Directors
- i. Unfinished business
- j. New business
- k. Adjournment

2.9 Proviso. Provided, however, that until the Declarant of the Declaration of Conditions and Restrictions of THE HUNT has completed all of the contemplated improvements and closed the sales of all of the lots, or until the Declarant elects to terminate control of the Association, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors.

3. Directors

3.1 Membership. The affairs of the Association shall be managed by a Board of Directors, the number of which shall be determined in accordance with the Articles of Incorporation.

3.2 Election of Directors shall be conducted in the following manner:

- a. Notwithstanding any other provision hereof, in accordance with the Articles of Incorporation, the election or selection of the initial directors shall be made by the Declarant.
- b. Subsequent to the termination of control by the Declarant, election of Directors shall be held at the Annual members' meeting in the manner hereinafter set forth.
- c. All elections shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast votes for each of as many nominees as there are vacancies to be filled by such person. There shall be no cumulative voting.

d. Except as to vacancies created by removal of Directors by members, vacancies in the Board of Directors occurring between Annual Meetings of members shall be filled by the remaining Directors.

e. Subsequent to termination of control by the Declarant, any Director may be removed by concurrence of three-fourths of the votes of the entire membership eligible to elect such Director at a special meeting of all of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association eligible to elect such Director at the same meeting.

3.3 Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

3.4 Special meetings of the Directors may be called by the Chairman of the Board and must be called by the Secretary at the written request of one-half of the Directors. Not less than three days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

3.5 Waiver of notice. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

3.6 A quorum at Directors' Meetings shall consist of a majority of the Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by

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the Articles of Incorporation, or these By-Laws.

3.7 Adjourned meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

3.8 Joinder in meeting by approval of Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the Minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

3.9 The presiding officer of Directors' Meetings shall be the Chairman of the Board. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

3.10 The order of business at Directors' Meetings shall be:

- a. Calling of roll
- b. Proof of due notice of meeting
- c. Reading and disposal of any unapproved Minutes
- d. Reports of officers and committees
- e. Election of officers
- f. Unfinished business
- g. New business
- h. Adjournment

3.11 Directors' fees. There shall be no Directors' fees or salaries paid for holding the Office of Director.

4. Powers and duties of the Board of Directors. All of the powers and duties of the Association existing under the Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Directors, its agents,

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contractors or employees, subject only to approval by members or others when such is specifically required.

5. Officers.

5.1 The executive officers of the Association shall be a Chairman of the Board of Directors, President, Vice President, Secretary and a Treasurer, and such other officers as the Directors shall elect. The Chairman, President, Vice President and Treasurer shall be Directors. All officers shall be elected annually by the Board of Directors and may be peremptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. Each of the officers shall be chairman of a committee as hereinafter set forth which committee shall be a committee of not less than three (3) nor more than nine (9) members of the Association, selected by the particular committee chairman.

5.2 The Chairman of the Board shall be elected and hold office in accordance with the provisions of the Articles of Incorporation.

5.3 The President shall have all of the powers and duties usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time to assist in the conduct of the affairs of the Association. The President shall be chairman of the Management Committee which shall have the responsibility of overall supervision of all aspects of the management, maintenance and operation of all of the property to be maintained and operated by the Association.

5.4 The Vice President in the absence or disability of the President, shall exercise the powers and perform the duties of the President. The Vice President shall also assist the President generally and shall exercise such other powers and

perform such other duties as shall be prescribed by the Directors. The Vice President shall be vice chairman of the Management Committee.

5.5 The Secretary shall keep the Minutes of all proceedings of the Directors and the members. The Secretary shall attend to the giving and serving of all notices to the members and Directors and other notices required by law, and shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. The Secretary 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. The Secretary shall be chairman of the Records Committee, which committee shall be responsible for the safekeeping and proper care and maintenance of all records of the Association.

5.6 The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the Office of Treasurer. The Treasurer shall be chairman of the Finance Committee, which committee shall have the responsibility of advising the Association as to all financial matters.

5.7 No officer shall receive any fee or salary for holding office.

7. Fiscal management. The fiscal management of the Association as set forth in the Declaration of Covenants, Conditions and Restrictions of THE HUNT shall be supplemental by the following provisions:

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6.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate:

a. Current expense, which shall include all receipts and expenditures within the year for which the budget is made including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations.

b. Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually, if the Board determines to establish such an account.

c. Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence, if the Board determines to establish such an account.

d. Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property.

6.2 Budget. The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray all expenses and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

a. Current expense, the amount of which shall not exceed 115% of the budget for this account for the prior year.

b. Reserve for deferred maintenance, the amount for which shall not exceed 115% of the budget for this account for the prior year.

c. Reserve for replacement, the amount for which shall not exceed 115% of the budget for this account for the prior year.

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d. Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property, the amount for which shall not exceed one-twelfth (1/12) of the budget for the prior year expended for a single item or purpose, without approval of the members of the Association.

e. Provided, however, that the amount for each budgeted item may be increased over the foregoing limitations when approved by members entitled to cast not less than three-fourths (3/4) of the votes of the entire membership of the Association.

f. Copies of the budget and proposed assessments shall be transmitted to each member on or before November 1st preceding the year for which the budget is made. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.

6.3 Assessments. Assessments against the members for their shares of the items of the budget shall be made for the fiscal year annually in advance on or before January 1st of the year for which the assessments are made; provided, however, that each member shall pay an extra quarterly installment in advance upon taking title in order to provide sufficient working capital to the Association. Assessments shall be payable in advance in four equal installments on the first days of January, April, July and October of the fiscal year for which the assessments are made or at such other times as the Board of Directors shall establish. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and installments of such assessments shall be due upon each installment payment date until changed by an amended

assessment. In the event the annual assessments prove to be insufficient, the budget and assessments may be amended at any time by the Board of Directors if the accounts of the amended budget do not exceed the limitations for that year. Any account that does exceed such limitations shall be subject to the approval of the membership of the Association as previously required by these By-Laws. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be paid in equal installments divided among the number of assessments remaining due within the fiscal year.

6.4 Acceleration of assessment installments upon default. If a member shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the member, and then the unpaid balance of the assessment shall come due upon the date in the notice, but not less than ten days after delivery of the notice to the member.

6.5 Late Charges. In addition to acceleration of assessments as set forth in the preceding paragraph, the Association may add to the amount of any unpaid assessments a sum of twenty percent (20%) of the amount due as a late charge. Such late charges may be made upon acceleration as provided in the foregoing paragraph or in the absence of acceleration and the amount thereof shall be secured by a lien in favor of the Association in the same manner and to the same extent that the Association has a lien for the principal amount of the assessment.

6.6 Assessments for emergencies. Assessments for expenses of emergencies that cannot be paid from the annual assessments shall be made only after notice of the need for such is given to the members. After such notice

and upon approval in writing by persons entitled to cast more than one-half of the votes of the Association, the assessment shall become effective, and it shall be due after thirty (30) days notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

6.7 The depository of the Association shall be such banks or savings associations as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

6.8 An audit of the accounts of the Association shall be made annually by an accountant, and a copy of the audit report shall be furnished to each member not later than one hundred and twenty (120) days following the fiscal year for which the audit is made.

6.9 Fidelity bonds may be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, but shall be not less than one-half (1/2) of the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

7. Parliamentary rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Articles of Incorporation or these By-Laws.

8. Amendments. These By-Laws may be amended in the same manner as amendments may be made to the Articles of Incorporation. Notwithstanding the foregoing, no amendment

shall discriminate against any member nor against any class
or group of members unless the member so affected shall
consent. No amendment shall be made that is in conflict
with the Articles of Incorporation or the Declaration
of Covenants, Conditions, and Restrictions² of THE HUNT.

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Record Verified
John B. Bankie
Clerk Circuit Court

Return to: (enclose self-addressed stamped envelope)

Name

Address

OCT-15-1991 03:53pm 91-293677

ORB 6988 Pg 1308

o/c 69 ✓

Property Appraiser's Parcel Identification (Folio) Number(s):

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LEGEND LAKE ESTATES

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AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LEGEND LAKE ESTATES

This AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LEGEND LAKE ESTATES made and executed this ___ day of _____, 19___ by MARTIN L. DEFOOR, AS TRUSTEE with full power and authority under Florida Statutes 689.071 to protect, conserve and to sell, lease, encumber or otherwise manage and dispose of real property (hereinafter referred to as the "Declarant") and LEGEND LAKE ESTATES HOME OWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association").

W I T N E S S E T H :

WHEREAS, M.P. Associates, Inc., a Florida Corporation, executed that certain Declaration of Protective Covenants, Conditions and Restrictions of The Hunt dated January 17, 1977 and recorded May 10, 1977 in Official Record Book 2677, page 158, Public Records of Palm Beach County, Florida, as modified by First Amendment ("First Amendment") dated September 20, 1989 and recorded October 12, 1989 in Official Records Book 6225, page 167, as further modified by Agreement to Modify Certain Restrictive Covenants executed by each Owner in the Project, and recorded January 23, 1990 in Official Record Book 6241, page 898 through 948 inclusive and Official Record Book 6287, page 1311 through 1323 inclusive, as further modified by Second Amendment ("Second Amendment") dated April 1, 1991 and recorded April 23, 1991 in Official Records Book 6797, page 966, Public Records of Palm Beach County, Florida (collectively the "Original Declaration"); and

WHEREAS, M.P. Associates, Inc. assigned its obligations, powers, duties, responsibilities and reservations as Declarant under the Original Declaration to The Hunt Development Company, a Florida corporation, in the First Amendment; and

WHEREAS, the Association owns that certain portion of the Plat of The Hunt designated as "Lake", according to the Plat thereof filed in Plat Book 32, page 119-125, Public Records of Palm Beach County, Florida, as such Lake area is more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Declarant has purchased Phase II of The Hunt, according to the Plat thereof filed in Plat Book 32, Page 119-125, Public Records of Palm Beach County, Florida, and The Hunt Development

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Company has assigned all of its rights as Declarant under the Original Declaration to Declarant in the Second Amendment; and

WHEREAS, Declarant desires to add Phase II of The Hunt to the property encumbered by the Original Declaration, as required by Paragraph II of the Original Declaration; to change the name of the property and community encumbered by the Original Declaration and this Amended and Restated Declaration to LEGEND LAKE ESTATES; and to amend and restate the terms and conditions of the Declaration to establish a general plan and uniform scheme of development and improvement of LEGEND LAKE ESTATES as a planned residential community consisting of one acre and one-half acre single-family residential lots and Common Properties comprised of, among other things, roads, entranceways, water areas, lake, preserve areas and open and landscape areas; and

WHEREAS, in accordance with Paragraph XXI of the Original Declaration, Declarant has the sole right and power of amendment of the Declaration until such time as Declarant has completed all sales of all of the lots in The Hunt, according to the Plat thereof filed in Plat Book 32, Page 119-125, Public Records of Palm Beach County, Florida ("Plat"), and that as of this date the Declarant has not completed all sales of all of the lots in The Hunt; and

WHEREAS, the real property to be encumbered by this Amended and Restated Declaration shall be known as and hereinafter referred to as "LEGEND LAKE ESTATES" or "Property", which is comprised of Phase I and Phase II, is located in Palm Beach County, Florida, and is legally described in Exhibit "B" attached hereto and made a part hereof; and

WHEREAS, Declarant wishes to provide for the preservation and enhancement of property values and amenities within LEGEND LAKE ESTATES and to provide a flexible and reasonable procedure for the development of the Property and to establish a method for the administration, maintenance, preservation, use and enjoyment of LEGEND LAKE ESTATES, and to this end wishes to amend and restate the Original Declaration as hereinafter set forth and to subject the Property to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions hereinafter set forth in this Declaration; and

WHEREAS, Declarant has caused the name of The Hunt Home Owners Association to be changed to LEGEND LAKE ESTATES HOME OWNERS ASSOCIATION, INC., a Florida Not-For-Profit Corporation (hereinafter referred to as the "Association"), and the Articles of Incorporation of such corporation to be amended to reflect such name change and to conform to the terms and conditions set forth in this Declaration, and the Association does join in this Declaration to acknowledge the delegation and assignment hereunder of certain powers and duties of operation, administration, maintenance and repair of portions of LEGEND LAKE ESTATES so that the Association can enforce

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and carry out the purposes and intent of this instrument and the requirements of Palm Beach County, Florida (hereinafter referred to as the "County") or other governmental authority in connection with LEGEND LAKE ESTATES and the Property, and to further consent to this Declaration and to the encumbrance of the Lake and other areas reflected on the Plat as dedicated to the Association, and hereby declares that any portion of the Property owned by the Association is and shall be subject to the restrictions, covenants, easements and conditions contained in this Declaration; and

WHEREAS, this Declaration does not and is not intended to create a condominium within the meaning of the Florida Condominium Act, Chapter 718, Florida Statutes, et seq.;

NOW, THEREFORE, Declarant does hereby amend and restate the Original Declaration and substitute and replace same in its entirety with this Amended and Restated Declaration of Covenants, Conditions and Restrictions, and Declarant further hereby declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, reservations, restrictions, easements, assessments, charges, liens and other provisions hereinafter set forth in this Amended and Restated Declaration of Covenants, Conditions and Restrictions for LEGEND LAKE ESTATES. The restrictions, covenants, easements and conditions set forth in this Declaration shall bind, and the benefits thereof shall inure to, any and all persons and entities having any right, title or interest in the Property or any part thereof, their representatives, agents, heirs, personal representatives, successors and assigns.

ARTICLE I

DEFINITIONS

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

1.1 "Articles" shall mean and refer to the Articles of Incorporation of the Association filed with the Florida Secretary of State on February 22, 1977, which Articles were recorded in the Public Records of Palm Beach County, Florida in Official Record Book 2677, page 178-184, as amended from time to time.

1.2 "Association" shall mean and refer to LEGEND LAKE ESTATES HOME OWNERS ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.

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1.3 "Board of Directors" shall mean and refer to the Board of Directors of the Association.

1.4 "Bylaws" shall mean and refer to the Bylaws of the Association, recorded in Official Record Book 2677, page 185, as same may be subsequently amended from time to time.

1.5 "Common Area" or "Common Property" shall mean those tracts of land, together with any improvements thereon, that are dedicated, leased or otherwise conveyed (including without limitation the tennis courts in the Phase II Plat, the Conservation Areas and conveyance of any easement) to the Association. The term "Common Area" shall also include any personal property acquired by the Association if said property is designated as "Common Area" or "Common Property" in the bill of sale or instrument transferring the same. The Common Area or Common Property is not "condominium property" as that term is defined in Chapter 718, Florida Statutes, or otherwise.

1.6 "Community-wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Property. Such standard may be more specifically determined by the Board of Directors and the Architectural Review Committee.

1.7 "Conservation Area" shall mean the areas designated as preserve areas and water management tracts on the plats of the Property filed or to be filed in the Public Records of Palm Beach County, Florida.

1.8 "Declarant" shall mean and refer to MARTIN L. DEFOOR, AS TRUSTEE with full power and authority under Florida Statutes 689.071 to protect, conserve and to sell, lease, encumber or otherwise manage and dispose of real property, his successors and assigns, who take title to any portion of the real properties described in Exhibit "B" owned by Declarant for the purpose of development and sale and are designated as the Declarant hereunder in a recorded instrument executed by the immediately preceding Declarant.

1.9 "Declaration" shall mean and refer to this instrument, and all exhibits hereto, as it may be amended from time to time.

1.10 "Improvements" shall mean and refer to all structures of any kind, including, without limitation, any building, fence, wall, sign, paving, grading, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, landscaping or landscape devise or object.

1.11 "Institutional Mortgage" shall mean and refer to any lending institution that has a lien upon a Lot by virtue of its owning and holding a mortgage given by the Owner of the Lot,

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including any of the following institutions: an insurance company or subsidiary thereof, a federal or state savings and loan association, a federal or state bank, a real estate investment trust, an agency of the United States government, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any mortgage company doing business in the State of Florida, and the Declarant.

1.12 "Land Use Plan" shall mean and refer to the development plan for the Property as most currently filed with Palm Beach County, Florida.

1.13 "Lot" shall mean and refer to a platted lot shown upon the Phase I Plat or Phase II Plat of the Property recorded in the public records of Palm Beach County, Florida, as same may be amended from time to time. The legal description for each Lot will be as specifically provided in the deed of conveyance from Declarant to each Owner.

1.14 "Member" shall mean and refer to each person and entity that is a member of the Association pursuant to the provisions of the Articles and the Bylaws.

1.15 "Owner" shall collectively mean and refer to the fee simple record title holder or holders of a Lot, excluding any person or entity that has any interest in a Lot merely as security for the performance of any obligation.

1.16 "Phase I Plat" shall mean the Plat of "THE HUNT", as recorded in Plat Book 32, Page 119-125, Public Records of Palm Beach County, Florida.

1.17 "Phase II Plat" shall mean the Plat of "THE HUNT", as recorded in Plat Book 32, Page 119-125, Public Records of Palm Beach County, Florida.

1.18 "Project" shall mean and refer to the Project developed on the Property which contains 66 Lots developed in the Phase I Plat and 179 Lots to be developed in the Phase II Plat, and the Common Areas in both Plats as hereinabove defined.

1.19 "Property" shall mean and refer to that certain real property described in Exhibit "B" affixed hereto and made a part hereof and such additions thereto as may hereafter be brought within the jurisdiction of the Association

1.20 "Rules and Regulations" shall mean and refer to any and all rules and regulations for the use and occupancy of the Property established by Declarant prior to Declarant's transfer of control of the Association to the Owners, and thereafter to any and all rules and regulations approved by the Board of Directors of the Association.

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1.21 "Street" shall mean and refer to any street or other thoroughfare which is presently existing, constructed by Declarant or its designee, or reflected on the Land Use Plan and which is dedicated to the Association, whether same is dedicated as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, walk or other similar designation.

1.22 "Turnover Date" shall mean and refer to the date which is the earlier to occur of (i) when the last Lot that will ultimately be subject to the Declaration has been conveyed to Owners other than Declarant for their own use and enjoyment (as opposed to subsequent development and sale); or (ii) thirty (30) days after the Declarant elects to terminate the Class B Membership; or (iii) January 1, 2004. Notwithstanding the above, the Declarant may at its sole discretion set an earlier date than the one above set forth as the Turnover Date.

1.23 "Unit" shall mean and refer to the single-family residential dwelling which is constructed and substantially completed (as evidenced by a certificate of occupancy issued by the appropriate governmental agency) upon any Lot. A Unit shall not be deemed to have come into existence until the Lot upon which the single-family residential dwelling is located has been conveyed to an Owner. The term "Unit" as used in this Declaration shall include any fenced-in private area that surrounds the dwelling.

1.24 "Water Management System" shall mean and refer to those lakes, canals, designated preserve areas, drainage pipes and pumps and other facilities located within the Property which are to be used for drainage of the Property.

ARTICLE 2

ANNEXATION AND WITHDRAWAL

2.1 Annexation by Declarant. Declarant hereby reserves the right to annex to the Property additional residential property, roadways, common areas and recreational areas. Declarant shall have such right until such time as Declarant transfers control of the Association to the Owners as provided in this Declaration. Declarant's exercise of such right shall not require the consent of any other person or entity, except for approval, if required, by any applicable governmental entity with jurisdiction over the use and occupancy of the Property. Any additional residential property, roadway areas, common areas or recreation areas that Declarant may annex to the Property shall be subject to the terms and provision of this Declaration upon Declarant's execution and recording in the Public Records of Palm Beach County, Florida, of an amendment to this Declaration affecting such annexation. Such amendment shall refer to this Declaration and shall incorporate by reference all of the restrictions, covenants, easements and conditions contained in

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this Declaration, thereby subjecting the annexed residential property, roadway areas, common areas or recreational areas to the restrictions, covenants, easements and conditions of this Declaration as though the annexed properties were fully described herein as a portion of the Property. Any such amendment may contain additions or modifications of the restrictions, covenants, easements and conditions contained in this Declaration as may be necessary to reflect the different character, if any, of the annexed properties so long as such additions or modifications are not inconsistent with the general scheme of this Declaration.

2.2 Annexation by Owners. At any time after Declarant transfers control of the Association to the Owners pursuant to Article 5 hereof, the Owners may annex additional residential property, roadways, common areas and recreational areas with the vote of two-thirds (2/3rds) of the Owners present in person or by proxy at a special meeting of the Members called for that purpose and held in accordance with the terms and provisions of the Bylaws, and with the approval of any applicable governmental entity having jurisdiction over the use and occupancy of the Property, if such approval is required.

2.3 Withdrawal by Declarant. Until the Turnover Date the Declarant reserves the right to withdraw any portion of the Property, including, but not limited to, any residential property, roadway areas, common areas and recreational areas that may be annexed pursuant to Section 2.1 of this Article 2, from the restrictions, covenants, easements and conditions of this Declaration. Declarant shall exercise Declarant's right of withdrawal by executing and recording in the Public Records of Palm Beach County, Florida, an amendment to this Declaration effecting such withdrawal; provided, however, that Declarant's right of withdrawal shall not be applicable to any portion of the Property that has been conveyed to an Owner unless Declarant specifically reserves such right of withdrawal in the Owner's Special Warranty Deed or other instrument of conveyance. Declarant's withdrawal of any portion of the Property shall not require the consent of any person or entity, including, but not limited to, any Owner, the Association, or any Institutional Mortgagee of the Property. Any portion of the Property so withdrawn shall comply with all applicable Palm Beach County development regulations. The Association shall have lien rights over the withdrawn property, including Units, Lots and Common Areas for all liens arising prior to the date of withdrawal. Notwithstanding the foregoing, no property may be withdrawn from the provisions of this Declaration without the prior written consent of Palm Beach County.

2.4 Dissolution. In the event of the dissolution of the Association, other than incident to a merger or consolidation, any Member may petition the Circuit Court of the Fifteenth Judicial Circuit of the State of Florida to manage the affairs of the dissolved Association that had managed the Property, in the place and instead of the Association, and to make such provisions as may

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be necessary for the continued management of the affairs of the dissolved Association and the Property; the portion of the Property consisting of the surface water management system shall be dedicated to an appropriate public agency, special district or utility to be devoted to surface water management purposes. In the event that acceptance of such dedication is refused, the Property consisting of the surface water management system shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to surface water management purposes.

2.5 Declaration. Declarant intends to develop Phase II of the Property in accordance with the Land Use Plan, but subject to appropriate governmental approvals Declarant reserves the right to review and modify the Land Use Plan from time to time at his option and without the consent or approval of the Association or the Owners. Declarant shall not be required to follow any predetermined order of improvement and development within the Property. Declarant shall have the full power to add to, subtract from, or make changes in the Land Use Plan regardless of the fact that such actions may alter the relative voting strength of the Association.

2.6 Acknowledgment. The Owners recognize that the Declarant may have portions of the Property and adjacent areas under development for an extended time. Incident to that development, the Owners acknowledge that the quiet enjoyment of the Property may be interfered with to some extent by such construction operations. From time to time, Declarant has presented to the public certain renderings, plans and models showing possible future development of the Property and adjacent area. Declarant does not warrant in any way the schemes in these renderings, plans or models or actually how the future improvements in the said areas will be developed. The Owners accept that any such renderings, plans or models are primarily schematic and in no way represent a final development plan of the Property and adjacent areas.

Further, the Owners release the Declarant of any claim that they might have against the Declarant for the future development of the Property and adjacent areas, such as, but not limited to such renderings, plans or models. The Owners accept and agree that Declarant will have sole right of design, construction, development and improvements of future properties in said areas. The Owner's waive all claims against the Declarant for interference with their quiet enjoyment through development of the balance of the Property and adjacent areas, whether the construction operations are performed in the balance of the Property and adjacent areas or in the Common Area, incident to the construction operations.

ARTICLE 3

PROPERTY RIGHTS

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3.1 Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area. Such right and easement shall be appurtenant to, and shall pass with, the title to every Lot or authorized right to occupy any Unit, subject to the following:

(a) The Association's right to suspend an Owner's voting rights and right to use all or a portion of the Common Area, for any period during which any assessment against the Owner's Lot remains unpaid;

(b) The Association's right to suspend an Owner's voting rights for a period not to exceed sixty (60) days for any infraction of the Rules and Regulations;

(c) The Association's right to dedicate or transfer all or any part of the Common Area to any public agency, authority, utility, or cable television provider for such purposes and subject to any conditions as may be approved by the Board of Directors; provided however, that such dedication or transfer shall be approved by a majority vote of the Owners present in person or by proxy at a special meeting called for that purpose and held in accordance with the terms and provisions of the Bylaws and, until the Turnover Date, approved in writing solely by the Declarant;

(d) Any and all rules and regulations adopted by the Association that govern the use and enjoyment of the Common Area;

(e) The Association's right to grant permits, licenses and easements over, in, across and under the Common Area for such services, utilities, roads and other purposes that are reasonably necessary for the benefit of, and for the proper maintenance or operation of, the Property;

(f) An access easement over, in, across, through and under the Property in favor of Owners and/or the providers of any equipment necessary for the provision of utilities and services to or for the benefit of the Property, and their servicemen and repairmen, which easement is necessary for the maintenance, repair and replacement of any such equipment, including, but not limited to, electric, gas, light, telephone, cable television, water, sewage, drainage and waste removal equipment;

(g) An access easement over, in, across, through and under the Property in favor of the Association which is necessary for the Association to keep the Common Area in a good state of maintenance and repair;

(h) An easement for the encroachment of any building or other improvement constructed on the Property upon any other Lot,

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and for the encroachment of any Unit upon the Property, which encroachment results from minor inaccuracies in survey, construction or reconstruction, or from settlement or movement. Any such easement for any encroachment shall include any easement in favor of the owner of the encroachment for the maintenance, occupancy and use of the encroaching Unit, building or improvement, whether the owner be an Owner, the Association, or any public or governmental agency, authority or utility to which any portion of the Property has been dedicated or transferred.

(i) Such other easements, restrictions, conditions and limitations of record.

3.2 Delegation of Use. Any Owner may delegate his right in an easement of enjoyment of the Common Area to the members of Owner's immediate family and to Owner's approved lessees or contract purchaser so long as any such family member, lessee, or contract purchaser resides in the Owner's Unit. Any such delegation with regard to an Owner's lessee or contract purchaser shall not be effective unless the transfer or occupancy of the Owner's Unit is made in accordance with the terms and provision of this Declaration. For purposes of this Paragraph, "immediate family" shall include spouses, adult children, parents, parents-in-law, and adult siblings. A copy of the delegation shall be provided to the Association.

3.3 Regulation of Use. Notwithstanding anything to the contrary contained herein, Declarant reserves, until such time as Declarant transfers control of the Association to the Owners pursuant to Article 5 hereof, the right to regulate the use of the Property through the establishment of Rules and Regulations.

3.4 Pedestrian Easement. There is hereby created an easement for pedestrian right of way over and across the Common Area (as shown on the Phase I Plat and the Phase II Plat) for the purpose of pedestrian passage by all persons who are lawfully upon the Common Area.

3.5 Easement in Favor of Declarant. Declarant hereby reserves an easement to enter the Lots, Common Area on the Property, or any additional residential property, lots, common area, roadway area, recreation area that may be annexed to the Property, and to maintain such Common Area and Lots owned by Declarant, and to perform such operations as in Declarant's sole opinion may be reasonably required, convenient or incidental to the construction or sale of the Lots, including, but not limited to, the construction and/or maintenance of Units, business offices, sales and leasing offices, workshops, maintenance areas, storage areas, construction yards, signs, flags, banners and model units. Declarant reserves the right to impose further restrictions and to grant or dedicate additional easements and right-of-way on any other Property so long

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as any said easements do not run under any Units constructed on the Lots nor materially and adversely interfere with the intended uses of any portion of the Property.

Declarant is hereby granted for itself and/or assigns, an exclusive easement for the installation and maintenance of security and television cables and wire within the rights-of-way and easement areas referred to hereinabove. Declarant and such other persons as Declarant may from time to time specifically designate are hereby further granted a perpetual easement, privilege and right to remove water from any of the lakes located on the Common Area for construction and construction related purposes. The use of any or all of the above easements shall be at no cost to Declarant or its designees.

Declarant shall have the sole right to any fees of any nature related to services described in this Section, including but not limited to license or access fees on account thereof. The Association will, without charge, if requested by Declarant:

(a) Join in the creation of such easements, etc. and cooperate in the operation thereof; and

(b) Collect and remit fees associated therewith. The Association will not grant any permits or licenses to any other entity providing the same services as those by Declarant or its designees.

3.6 Utility Easements. Declarant and any public or private utility or governmental authority providing utility service within the Property are hereby granted a perpetual easement upon, over, under and across the Property for the purpose of maintaining, installing, repairing, altering and operating sewer lines, water lines, water works, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal systems, pipes, wires, siphons, valves, pipeline and cable apparatus appurtenant thereto to all of the foregoing as may be necessary or desirable for the installation and maintenance of utilities servicing Owners and servicing Common Area, all such easements to be of a size, width and location as Declarant, in its sole discretion, deems best. No structure except as may be approved by the Architectural Review Committee and, until the Turnover Date the Declarant, shall be built upon the easement thus reserved, and said easement property shall at all times be open to Declarant, its assigns, and any public service corporation which may require the use of said right-of-way. No easement shall be granted by any Owner without the express approval in writing of the Architectural Review Committee and, until the Turnover Date, the Declarant.

3.7 Drainage Easements. Drainage flow shall not be obstructed or diverted from drainage easements. The Association may, but shall not be required to, cut drainways from surface water wherever

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and whenever such action may appear to the Association to be necessary to maintain reasonable standards of health, safety and appearance. These easements include the right to cut any trees, bushes or shrubbery, make any gratings of the soil, or to take any other action reasonably necessary to install utilities and to maintain reasonable standards of health, safety and appearance but shall not include the right to disturb any improvements erected within the Property that are not located within the specific easement area designated on the Plat or Replat or in this Declaration. Except as provided herein, existing drainage shall not be altered so as to divert the flow of water onto adjacent parcels or into sanitary sewer lines. Declarant shall have the sole control over elevations and slopes within drainage easements, and no Owner may alter any such elevations except upon written consent of Declarant. The Association shall adhere to the approved surface water management plan as approved by Palm Beach County, Florida and the South Florida Water Management District.

3.8 Discharge into Water Bodies. Nothing other than storm water or irrigation water run-off may be discharged into any lake, canal, or other body of water located within or adjacent to the Property. Any device through which water is drawn other than a pumping device from any lake, canal or other body of water onto or within any portion of the Property must not be visible unless necessary or pose a hazard to navigation or water recreation. The construction and/or installation of any such device through which water is drawn shall be subject to the prior written approval of Declarant, which approval may be withheld in Declarant's sole discretion.

3.9 Water Management System/Lake Areas. A MASTER DRAINAGE SYSTEM HAS BEEN DESIGNED AND EXISTS TO SERVE THE PROJECT. THE MASTER DRAINAGE SYSTEM WILL CONSIST OF A SERIES OF LAKES (IDENTIFIED ON THE PLAT AND REPLAT AS "LAKE") AND WATER BODIES, LOCATED WITHIN THE PROJECT. THE ASSOCIATION WILL OWN THE WATER MANAGEMENT SYSTEM AND THE LAKE AND WILL THUS BE RESPONSIBLE FOR MAINTAINING THE WATER MANAGEMENT SYSTEM PURSUANT TO ALL REGULATORY AUTHORITY HAVING JURISDICTION OVER THE PROJECT AND THIS DECLARATION AND THE COST OF SAID MAINTENANCE SHALL BE PAID FOR BY PRO RATA ASSESSMENTS OF ALL LOT OWNERS OF THE PROJECT.

BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE PROPERTY, EACH OWNER, OCCUPANT AND USER AUTOMATICALLY GRANTS AN EASEMENT TO THE ASSOCIATION AND ITS ASSIGNS OVER THEIR LOT, SAID EASEMENT BEING FOR THE PURPOSE OF DRAINAGE AND MAINTENANCE OF SUCH LAKE AREAS OR WATER BODIES.

BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING A PORTION OF THE PROPERTY, EACH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES THAT HE SHALL NOT ENLARGE OR

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OTHERWISE MODIFY ANY LAKE AREA OR WATER BODY CONTAINED WITHIN OR ADJACENT TO HIS LOT WITHOUT OBTAINING THE WRITTEN PERMISSION OF THE ASSOCIATION AND THE DECLARANT, AND WITHOUT HAVING FIRST OBTAINED ALL REQUIRED PERMITS OR APPROVALS FROM ALL GOVERNMENTAL BODIES OR AGENCIES THEREOF HAVING JURISDICTION OVER SUCH LAKE AREAS OR WATER BODIES.

3.10 **Creation of Easements.** Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to be so created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally to have been granted, the benefit of such easement and the Owners designate hereby the Declarant and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owner's behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. The formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provision.

ARTICLE 4

MEMBERSHIP AND VOTING RIGHTS

4.1 **Types.** The Association shall have two classes of Membership. Every Owner of a Lot, except Declarant, shall be a Class A Member of the Association. Class A membership shall be appurtenant to and may not be separate from ownership of any Lot. Declarant shall be a Class B Member of the Association.

4.2 **Voting Rights.** The Association shall have two classes of voting membership.

Class A. Class A Members shall be all Owners with the exception of the Class B Member, if any. Class A Members shall be entitled to one (1) equal vote for each Lot owned by such Member, as to matters on which the Membership are entitled to vote, which vote may be exercised or cast by the Member in such manner as may be provided in the Bylaws. There shall be only one (1) vote per Lot. Should any Member own more than one (1) Lot, such Member shall be entitled to exercise or cast one (1) vote for each such Lot owned. When more than one (1) person holds the ownership interest required by paragraph 4.1 above for membership, all such persons shall be Members and the vote of such Lot shall be exercised as they, among themselves, determine; provided, however, that in no event shall more than

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one (1) vote be cast with respect to each Lot. With respect to each Lot owned by other than a natural person or persons, the Member shall file with the Secretary of the Association a notice, designating the name of an individual who shall be authorized to cast the vote of such Member. In the absence of such designation, the Owner shall not be entitled to vote on any matters coming before the membership.

Any Owner of Lots which are leased may, in the lease or other written instrument, assign the voting rights pertinent to that Unit to the lessee provided that a copy of such instrument is furnished to the Secretary of the Association prior to any meeting. Such an assignment shall entitle the lessee to exercise the vote for the Lot only in situations where an Owner is entitled to personally exercise the vote for his or her Lot.

Class B. Until and subject to the turnover of its ownership and control to the Association, the Class B Member shall be the Declarant and any successor of Declarant who takes title for the purpose of development and sale, and who is designated as such in a recorded instrument executed by Declarant. The rights of the Class B Member, including the right to approve actions taken under this Declaration and the Bylaws, are specified elsewhere in this Declaration and the Bylaws. Notwithstanding anything contained herein to the contrary, the Class B Member shall have the right to retain control of the Association until the Turnover Date. So long as Declarant retains control of the Association, Declarant shall have the right to appoint all members of the Board of Directors and the officers of the Association. So long as Declarant retains control of the Association or until such later date as all Lots have been conveyed to Owners other than Declarant for their own use and enjoyment, Declarant shall have the right to appoint all members of the Architectural Review Committee. In the event Declarant elects to or does turnover its ownership and control of the Association prior to the conveyance of the last Lot owned by Declarant, then the Declarant shall have a continuing right to "veto" and prohibit any policy or administrative decision of the Association which will adversely impact sales, marketing, development, construction or the condition or appearance of the Project. Such veto power of Declarant shall continue until all Lots owned by Declarant or any Lot not conveyed to an Owner other than Declarant for their own use and enjoyment (as opposed to subsequent development and sale).

In the event Declarant shall enter into any contracts or other agreements for the benefit of the Owners, the Declarant may, at its sole option, assign its obligations under such agreements to the Association, and in such event, the Association shall be required to assume and accept such obligations.

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ARTICLE 5

TRANSFER OF CONTROL OF THE ASSOCIATION

Declarant shall transfer control of the Association to the Owners upon the earliest to occur of the following events:

- (a) when the last Lot that will ultimately be subject to this Declaration has been conveyed to Owners other than Declarant for their own use and enjoyment (as opposed to subsequent development and sale), or
- (b) thirty (30) days after the Declarant elects to terminate the Class B Membership; or
- (c) January 1, 2004.

Notwithstanding the above, the Declarant may at its sole discretion set an earlier date than the one above set forth as the Turnover Date.

ARTICLE 6

MAINTENANCE OBLIGATIONS OF ASSOCIATION

6.1 Common Areas. The Association shall, at all times and at the Association's expense, maintain the Common Areas in good condition and repair. Such maintenance shall include the maintenance, repair and replacement of all buildings and improvements owned by, or dedicated or leased to, the Association, including systems for the provision of water, electricity, gas and other utilities owned by the Association. The costs thereof shall be assessed against the members of the Association as part of the annual assessment.

6.2 Maintenance of Streets. Responsibility for maintaining streets dedicated to the Association upon the Plat or Replat, if any, shall exist with the Association. Such maintenance shall include construction, repair and general maintenance of the pavement, drainage structures, traffic and street signs and signalization and other such traffic control devices. The costs thereof shall be assessed against the Members of the Association as part of the annual assessment.

6.3 Owner's Maintenance Obligation. Each Owner is responsible, at the Owner's expense, for the maintenance, repair and replacement of all portions of its individual Unit and all Improvements constructed on his Lot. Each Owner shall keep all Lots owned by him/her, and all Improvements therein or thereon, in good order and repair and free of debris, including but not limited to, the painting (or other appropriate external maintenance) of all buildings and other

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Improvements, all in a manner and with such frequency as is consistent with good property management. Each Owner is prohibited from performing any material maintenance, repair or replacement of any Improvements located on its Lot without first obtaining written consent from the Association and/or the Architectural Review Committee. No Owner shall plant any additional trees, shrubs, bushes, grass or plants outside of the fenced-in privacy area of his Lot without first obtaining the written consent of the Association and/or the Architectural Review Committee.

6.4 Right of Entry in Favor of the Association. The Association, acting through its authorized agents and employees, shall have the right to enter any portion of the Property, including individual Units, in case of an emergency such as fire, flood or hurricane. Each Owner hereby appoints the Association as the Owner's agent for the purposes provided in this Article 6 and agrees that the Association shall not be liable for any alleged property damage, injury or theft caused or occurring on account of any such entry and inspection by the Association or its agents.

6.5 Owner's Liability. In the event any Owner (a) fails to observe and perform the obligations imposed upon Owner by the terms and provisions of this Declaration with regard to the maintenance, repair and replacement of his Lot, Unit, and any other Improvements thereon; or (b) damages or causes damage to any building, Improvements or grounds, the maintenance, repair, replacement or reconstruction of which is the responsibility of the Association; or (c) makes or causes to be made any unauthorized Improvement, alteration or modification to his Unit or Lot or to the Common Areas which Improvements, alterations or modifications are not approved in the manner set forth in this Declaration; then, in any such event, the Association shall have the right, through its agents and employees, after providing ten (10) days' prior written notice and provided the Association shall have obtained two-thirds (2/3) vote of the Board of Directors to do so, to enter upon the Lot, Unit or other affected part of the Property and to cause the necessary repairs, replacements or maintenance to be performed, or to remove any unauthorized Improvements, alterations or modifications. The Owner of any Lot as to which the Association acts in accordance with this section 6.5 shall be responsible for all costs and expenses so incurred by the Association, including reasonable attorneys' fees, paralegal fees and costs, and such amounts shall become an individual assessment and lien against the Owner's Lot for which such owner shall be personally liable.

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ARTICLE 7

ASSESSMENTS

7.1 Assessments. There shall be assessed and established assessments, charges, fees and expenses, as more particularly described herein, for the purpose of providing the Association with funds sufficient to maintain, repair and replace those portions of the Property that are the Association's responsibility. By acceptance of a Special Warranty Deed or other instrument of conveyance of title to any Lot, whether or not it shall be so expressed in such deed or instrument, each Owner shall be deemed to have covenanted and agreed to pay to the Association the assessments, charges, fees and expenses hereinafter described in this Section 7.1. Such assessments may be assessed in unequal amounts against the Owners of each Lot as described elsewhere in this Article 7. Notwithstanding the foregoing, Declarant shall not be assessed for Lots not conveyed by Declarant to third parties.

A. Annual Assessment. An annual assessment shall be established by the Board of Directors for the purpose of operating the Association and accomplishing any and all of the Association's purposes, obligations and responsibilities with regard to:

- (1) the ownership, operation, maintenance, repair and replacement of the Common Areas;
- (2) the payment of any and all taxes, liens and assessments for public improvements levied or assessed against the Common Areas and equipment or any personal property located thereon and used in connection therewith;
- (3) the payment of any and all charges levied or assessed by any person or entity providing utilities or other services to the Common Areas, including, but not limited to, charges for water, electricity, telephone, sewer, waste removal, extermination, landscaping, and for the maintenance, repair and replacement of equipment in connection therewith. Notwithstanding the ability of the Association to assess Owners for the aforementioned charges for utility and other services, it shall be within the Association's discretion whether to assess Owners in the event such charges are billed directly to Owners by the utilities providing said services;
- (4) the payment of any and all premiums on any policy of insurance and fidelity bond that may or must be purchased and maintained by the Association in accordance with the terms of this Declaration, including any and all premiums for the renewal of any such policy or bond;

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(5) the payment of expenses and costs incurred by the Association in indemnifying and holding harmless Declarant from and against any and all claims, suits, actions, damages, and causes of action, arising from personal injury, death or property damage and occurs on the Common Areas, including attorney's fees, court costs, in either the defense of any such claim or the commencement of any lawsuit for the purpose of enforcing Declarant's rights hereunder, at all trial and appellate court levels;

(6) the payment of any and all ad valorem taxes and personal property taxes assessed against the Common Area and the equipment, fixtures and personal property located thereon and used in connection therewith;

(7) the payment of any interest, fees and other charges that are incidental to any of the taxes or assessments enumerated in this Section 7.1.A;

(8) the payment of costs and expenses of the Association for the administration of the Association, including, but not limited to, salaries of secretaries, bookkeepers, accountants, and other employees necessary to carry out the obligations of the Association in accordance with the terms and provisions of this Declaration, and for retaining a management company or agent and attorneys for that purpose;

(9) the payment of costs, expenses and fees incurred by the Association in connection with the enforcement of the restrictions, covenants, easements and conditions contained in this Declaration, including, but not limited to, reasonable attorneys' fee and court costs at all trial and appellate levels;

(10) the payment of security costs, including, but not limited to, the maintenance and operation of guard houses or security gates on the property;

(11) the payment of cable TV connection and monthly service fees; and

(12) for such other purpose as the Board of Directors deems necessary and appropriate.

The annual assessment shall include reserves for establishing and maintaining an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Areas.

B. Special Assessments. In addition to the annual assessment, the Association may levy special assessments for the purposes of defraying the cost of extraordinary items of

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expense, emergencies or other non-recurring expenses, such as the cost of construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures, equipment and personal property placed thereon and related thereto; provided, however, that any such Special Assessment must be consented to by a majority vote of the Board of Directors. Such Special Assessments may be assessed in unequal amounts against the Owners of each Lot as described elsewhere in this Article 7. Special Assessments shall be paid within thirty (30) days after notice of such assessment is sent to the Owners, unless otherwise provided in such notice by the Association.

7.2 Payment of Annual Assessments. The annual assessment allocated to each Lot shall be paid no less often than quarterly, with payment due dates to be determined by the Board of Directors at the time when the Board of Directors establishes the Annual Operating Budget for the Association.

7.3 Fees for Use of Common Areas; Reimbursement of Costs and Expenses. The Board of Directors may, at any regular or special meeting of the Board of Directors, establish specific fees, dues, charges and security deposits to be paid by Owners for any special or personal use of the facilities located on the Common Areas or to reimburse the Association for any costs and expenses incurred in connection with the enforcement of any of the restrictions, covenants, easements or conditions contained in this Declaration. Any such fees, dues or charges shall be payable by the affected Owners at such time as the Board of Directors establishes, and may be added to Assessments against Owners and their respective Lots.

7.4 Establishment of Annual Assessments. The Board shall approve and establish all sums which shall be payable by the Members of the Association in accordance with the following procedures:

A. Annual Assessments against the Owners shall be established after the adoption of an operating budget. Written notice of the amount and date of commencement thereof shall be given to each owner not less than thirty (30) days in advance of the due date thereof. Annual assessments shall be payable quarterly, in advance, or at such other times as the Board may direct, and shall be used exclusively for the improvement, maintenance, enhancement and operation of the Common Property and to provide services that the Association is authorized or required to provide.

B. Special Assessments against the Owners and all other fees, dues and charges, may be established by the Board at any regular or special meeting, and shall be payable at such time or times as the Board shall direct.

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C. The Board may, from time to time, establish by a resolution, rule or regulation, or may delegate, to an officer or agent, the power and authority to establish specific fees, dues or charges to be paid by Owners for any special or personal use of facilities, or to reimburse the Association for the expenses incurred in connection with such use. Such sums shall be payable by the Owner utilizing the facility at such time or times as shall be established by the resolution, rule or regulation.

7.5 Assessment Allocation. The annual budget shall be allocated to the Members at a uniform rate, to be determined by the Association, so that all Lots subject to an Annual Assessment shall be assessed equally.

7.6 Assessments Ledger. The Association shall prepare and maintain a ledger containing a listing of all Lots and the assessments attributable to and paid on behalf of each Lot. The Association shall keep such ledger at its office, and shall make it available to any Director or Owner for inspection during reasonable business hours. The Association shall, upon request, furnish a certificate in writing signed by any officer of the Association, certifying whether any assessments are outstanding as of a given date, or whether assessments are paid and current as of a given date. The person to whom such certificate is addressed may rely upon the contents of the certificate, provided that such party is without knowledge of any error as to the information set forth in the certificate.

7.7 Working Capital Contributions. The Declarant may, but shall not be obligated to, establish a working capital fund for the initial operation of the Association. Working capital contributions may be collected by the Declarant from each Lot purchaser at the time of conveyance of each Lot to such purchaser in an amount equal to one-quarter (1/4) of the annual assessment for each Lot purchased. Each Lot's share of the working capital fund shall be collected and transferred to the Association at the time of the closing of the sale of each Lot, and shall be maintained in a segregated account for the use and benefit of the Association. The purpose of such working capital fund is to ensure that the Association's Board of Directors will have sufficient cash available to meet unforeseen expenditures, or to acquire additional equipment, personal property, and services deemed necessary or desirable by the Board of Directors. Amounts paid into such fund are not to be considered as advance payments of regular or special assessments.

7.8 Non-Payment of Assessments; Liens for Assessments. Regardless of how title is acquired, an Owner, including a purchaser

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at a judicial sale, shall be liable for all assessments coming due while he is the Owner. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor, for a share of common expenses or otherwise, up to the time of conveyance, without regard to any right the grantee may have to recover from the grantor the amount paid by the grantee. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Areas or by the abandonment of the Lot against which the assessments are made, or otherwise.

Assessments, and installments thereof, not paid in full within fifteen (15) days from the date when they are due shall bear interest at the highest lawful rate from the due date until paid. Additionally, the Board of Directors may levy a late fee of Fifty Dollars (\$50.00) for each month the assessment remains unpaid, beginning with the original due date of any unpaid assessment. Such late charges are not to be considered additional interest on unpaid assessments. The Association has a lien on each Lot for any unpaid assessment on such Lot, with interest, and for late charges, reasonable attorneys' fees, at both trial and appellate levels, and costs incurred by the Association incident to the collection of the assessments or enforcement of the lien. The lien is effective from and after the recordation of a Claim of Lien in the Public Records of Palm Beach County, stating the description of the Lot, the name of the record Owner, the amounts due and due dates. The lien is in effect until all sums secured by it have been fully paid or until barred by law. A Claim of Lien shall be signed and acknowledged by an officer or agent of the Association. The person making full payment is entitled to a release of the lien. The Association may bring an action to foreclose a lien for unpaid assessments in the same manner as a mortgage of real property is foreclosed, and may also bring an action at law to recover a money judgment for the unpaid assessments without waiving its right under any Claim of Lien. If an Owner shall be in default in the payment of an assessment or any part thereof, the Board of Directors may accelerate the remaining installments for assessments for the fiscal year, upon notice to the defaulting Owner, whereupon the unpaid balance of the assessment due for the remainder of the fiscal year shall become due upon the date stated in the Notice, but not less than fifteen (15) days after the delivery of such Notice to the defaulting Owner.

7.9 Enforcement of Liens for Assessments and Personal Obligation of Owner. In the event an Owner fails to pay assessments, in full and when due as provided in this Declaration, the Association may at any time thereafter institute an action to foreclose the lien in favor of the Association against the Owner's Lot, and/or to institute an action at law against the Owner personally obligated to pay such assessment. The Association's acceptance of any subsequent payment of any assessment, in whole or in part, shall not be deemed a waiver of the Association's right to enforce its

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lien against any Lot or to enforce the Owner's obligation to pay any such assessments as provided in this Declaration.

7.10 Subordination of Lien to Institutional Mortgage; Title Acquired Through or in Lieu of Foreclosure. The lien in favor of the Association for outstanding assessments shall be subordinate to a bona fide mortgage on any Lot, which mortgage is recorded in the Public Records of Palm Beach County, Florida, prior to the recording of any Claim of Lien against such Lot provided such mortgage is owned and held by an Institutional Mortgagee. A lien in favor of the Association for outstanding assessments shall not be affected by the sale or transfer of any Lot, except that in the event a first mortgagee obtains title to a Lot as a result of the foreclosure of the mortgage owned and held by such mortgagee or by deed given in lieu of foreclosure, or in the event another person or entity acquires title to the Lot at a foreclosure sale, any such acquirer of title, and his successors and assigns, shall not be liable for the outstanding assessments pertaining to such Lot or chargeable against the former Owner which became due prior to such acquirer's acquisition of title. In the event a Claim of Lien has not been recorded by the Association prior to the recording of the foreclosed mortgage or the mortgage for which a deed is given in lieu of foreclosure, the unpaid assessments shall be deemed to be assessments collectible from all other Owners and may, at the discretion of the Board of Directors, be reallocated and assessed against all Lots, including the Lot acquired through foreclosure or deed in lieu of foreclosure. Any foreclosure sale or transfer made in lieu of foreclosure shall not relieve the acquirer of title from the liability for, nor relieve the Lot so acquired from the lien of, any assessments made after such acquisition of title. Notwithstanding anything contained herein to the contrary, the prior Owner of any Lot sold or transferred pursuant to a foreclosure shall not be released from liability to the Association for any outstanding assessments, or from the enforcement of the prior Owner's personal obligation for outstanding assessments by means other than foreclosure of the lien in favor of the Association.

ARTICLE 8

ENFORCEMENT OF RULES AND REGULATIONS

8.1 Compliance by Owners. Every Owner shall comply with the restrictions and covenants set forth herein and any and all rules and regulations adopted by the Board of Directors of the Association.

8.2 Enforcement. Failure of an Owner, or his/her family members, agents, guests, licensees, invitees to comply with such restrictions, covenants, or rules and regulation of the Association shall be grounds for action, which may include without limitation an action to recover sums due for damage, injunctive relief, or any combination thereof, including costs and attorneys' fee incurred in bringing such actions, and if necessary, costs and attorneys' fees

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for appellate review. The Association shall have the right to suspend voting rights and use of Common Property of an Owner who violates these provisions. Notwithstanding anything to the contrary contained herein, the Association shall not have the right to restrict an Owner from access and rights of ingress and egress to and from his or her Lot.

8.3 Fines. In addition to any other remedies, in the sole discretion of the Board of Directors of the Association a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, tenants, or employees to comply with any covenant, restriction, rule, or regulation, contained herein or promulgated pursuant hereto, provided the following procedures are adhered to:

A. Notice. The Association shall notify the Owner of the infraction or infractions. Included in the notice shall be the date and time of the next Board of Directors meeting, at which time the Owner shall present reasons why penalties should not be imposed.

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

C. Penalties. The Board of Directors may impose Special Assessments against the Lot owned by the Owner as follows:

(1) First noncompliance or violation: A fine not in excess of One Hundred Dollars (\$100.00).

(2) Second noncompliance or violation: A fine not in excess of Five Hundred Dollars (\$500.00).

(3) Third and subsequent noncompliance, or violation or violations that are of a continuing nature: A fine not in excess of One Thousand Dollars (\$1,000.00).

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

E. **Collection of Fines.** Fines shall be treated as an assessment otherwise due to the Association.

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

G. **Nonexclusive Remedy.** These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may otherwise be legally entitled; however, any penalty paid by the offending Owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover by law from such Owner.

ARTICLE 9

INSURANCE

9.1 **Units and Improvements on Lots.** Each Owner shall purchase and maintain a policy of fire, hazard, casualty and extended coverage insurance for each Unit owned by such Owner, and the Improvements, as constructed and equipped, situated on or about the Lots, in an amount not less than the maximum insurable replacement value thereof excluding land, foundation and excavation. Any such policy shall afford coverage against loss, damage or destruction by fire or other hazard or casualty as may be covered by a standard extended coverage endorsement, and all other such risks as may be covered with respect to buildings, Improvements and other items similar in nature, construction, location or use, including but not limited to, theft, vandalism, malicious mischief and windstorm. Any such policy shall provide that it may not be modified or cancelled without at least thirty (30) days prior written notice to the Association and the named insured thereunder. Such Owner shall continuously provide a current copy of such policy to the Association.

9.2 **Common Areas.** The Association shall purchase and maintain a policy of property insurance, naming the Association and Declarant as insured and covering the Common Areas and any Improvements, buildings, fixtures, personal property, and equipment, supplies and materials located on and used in connection with the operation of the Common Areas, in an amount not less than the maximum insurable replacement value thereof, excluding land, foundation, excavation and other items normally excluded from such coverage. Such coverage shall afford protection against loss, damage or destruction by fire, and other hazard or casualty as may be covered by a standard extended coverage endorsement, and all other such risks as may be covered with respect to buildings, improvements and other items similar in nature, construction, location or use, including, but

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not limited to, theft, vandalism, malicious mischief, and windstorm. Any such policy shall provide that it cannot be cancelled or substantially modified without at least thirty (30) days' prior written notice to the Association and Declarant.

9.3 Flood Insurance. In the event the Property is located within an area that has been designated a special flood zone, as defined by the Federal Emergency Management Agency, the Association shall purchase and maintain a policy of flood insurance, naming the Association and Declarant as insureds, and covering the Common Areas, and any improvements, buildings, fixtures, personal property, equipment, supplies and materials located on and used in connection with the operation of the Property, and each Owner shall purchase and maintain a similar policy covering its Unit. The Association coverage shall be in an amount not less than the lesser of (a) the maximum coverage available under the National Flood Insurance Program for all buildings and other improvements located on any portion of the Common Areas that falls within a designated special flood zone; and (b) one hundred percent (100%) of the current replacement cost of such improvements, buildings and other insurable property. Any such policy shall provide that it cannot be cancelled or substantially modified without at least thirty (30) days' prior written notice to the Association, Declarant, or Owner, whoever the insured is under such policy.

9.4 Liability Insurance. The Association shall purchase and maintain a policy of comprehensive general liability insurance, naming the Association and Declarant as insureds. The coverage shall be in an amount not less than five million dollars (\$5,000,000.00) for bodily injury, death and property damage arising out of a single occurrence. Coverage shall include liability of the Association and Declarant for bodily injury, death and property damage. Any such policy shall provide that it cannot be cancelled or substantially modified without at least thirty (30) days' prior written notice to the Association and Declarant. An Owner is responsible for purchasing and maintaining a policy of comprehensive general liability insurance providing coverage for his Unit if he desires such coverage.

9.5 Personal Property Insurance; Renters Insurance. An Owner may purchase and maintain policies of insurance covering loss, theft, damage or destruction of or to the fixtures, appliances or personal property contained in his Unit in the event such loss, theft, damage or destruction is caused by any third party or by the Owner's tenant, members of the tenant's family, or the tenant's guests, invitees, or licensees, if the Owner desires such insurance coverage. The Association shall not be responsible for any loss, theft, damage or destruction to any Unit or the fixtures, appliances or personal property contained in any Unit.

9.6 Fidelity Insurance. The Association shall purchase and maintain a policy of insurance or fidelity bond, naming the

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Association as the insured or as the obligee, to protect the Association against the wrongful acts or the omissions of any officer, director, trustee, agent or employee of the Association and all other persons who handle or are responsible for handling funds of, or funds administered by, the Association. Any such policy or bond shall be in an amount determined by the Board of Directors, in their best business judgment, but in no event shall the amount of any such policy or bond be less than fifty percent (50%) of the estimated budget of the Association for the current year during the term of each such policy or bond. Each such policy or bond shall provide that it shall not be cancelled or substantially modified without at least thirty (30) days' prior written notice to the Association.

9.7 Waiver of Rights of Subrogation. The Association shall attempt to obtain in all policies that are required to be purchased and maintained, or that may be purchased and maintained pursuant to the terms and provisions of this Declaration, waivers of all the insurer's rights of subrogation as to any claims against any Owner, the Association or Declarant and their respective representatives, agents, family members, invitees, licensees and guests. Each Owner, the Association and Declarant hereby agree to waive any claim or demand against each other and against other Owners that may exist or arise by virtue of any loss, damage or destruction that is covered by insurance and where the insurer has waived its rights of subrogation as provided herein.

9.8 Distribution of Proceeds; Reconstruction of Buildings and Improvements. The proceeds of any policy of insurance or bond required to be purchased and maintained, or which may be purchased and maintained, pursuant to the terms of this Declaration shall be paid to either the Association and Declarant, as their interests may appear, or to the Owner, whichever of them is the insured or obligee under any such policy or bond, and shall be used as set forth in this Article 9.

A. Proceeds Received by Owner. Proceeds received by any Owner on account of loss, damage or destruction of its Unit shall be utilized to repair or reconstruct its Unit, which repair or reconstruction shall be substantially in accordance with the original plans and specifications used in the construction of the original Unit, or as the Unit was last repaired or reconstructed; provided, however, that such repair or reconstruction shall be subject to modification to conform with the then current restrictions, ordinances and codes of any governmental entity having jurisdiction over the use and occupancy of the Property.

B. Proceeds Received by Declarant or Association. All proceeds received by the Association and/or Declarant for any loss, damage or destruction of any building, improvement, landscaping, equipment, supplies or materials located on and

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used in connection with the Common Areas shall be utilized by the Association and/or Declarant to repair, replace or reconstruct any such building, Improvement, landscaping, equipment, supplies or materials. Any difference between the amount of insurance proceeds received by the Association and/or Declarant and the amount required to complete the repair, replacement or reconstruction shall be an expense of the Association for which the Association shall levy a special assessment against all Owners to obtain that difference within forty-five (45) days from the date the loss, damage or destruction occurred. Any repair, replacement or reconstruction that is the responsibility of the Association as provided in this Declaration shall be substantially in accordance with the plans and specifications of the original building or improvement, or as the building or Improvement was last repaired or reconstructed, and shall be of similar quality and value in the case of equipment, personal property, landscaping, supplies or materials as that previously purchased and maintained by the Association; provided, however, that such repair, replacement or reconstruction shall be modified when necessary to conform with the then current restrictions, ordinances and codes of any governmental entity that has jurisdiction over the use and occupancy of the Property.

9.9 Estimates for Repair, Replacement or Reconstruction. In the event any loss, damage or destruction occurs that is covered by an insurance policy purchased and maintained by the Association pursuant to the terms of this Declaration, the Association shall, immediately after the occurrence of such loss, damage or destruction, obtain a reliable, detailed estimate of the cost to place the damaged property in as good a condition as that which existed immediately prior to the loss, damage or destruction. The Association shall establish a separate account with a bank or savings and loan association located in Palm Beach County, Florida, and shall deposit into such account all insurance proceeds and any special assessments collected by the Association by virtue of the occurrence of any loss, damage or destruction, as provided in this Declaration.

A. Repair, Replacement and Reconstruction Fund. Said account shall constitute a repair, replacement and reconstruction fund which shall be disbursed in the manner provided in this Article 9 as the required repair, replacement and reconstruction progresses.

B. Fund Disbursements. The Association shall make payments for such repair, replacement or reconstruction upon the written request for a disbursement by the person or entity responsible for the repair, replacement or reconstruction, which in the case of the repair, replacement or reconstruction of a building or other improvement, shall be accompanied by an appropriate certificate signed by the architect, engineer or contractor in charge of such repair, replacement or reconstruction

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stating (a) that the requested payment has either been made or is justly due, and certifying that the payment requested does not exceed the value of the services and materials already in place pursuant to such repair, replacement or reconstruction; (b) that, except for the payment requested, there are no outstanding payments for the repair, replacement or reconstruction being performed which may provide a basis for a vendor's or mechanic's lien; and (c) that the cost of the repair, replacement or reconstruction to be done subsequent to the date of such certificate does not exceed the amount of funds remaining in the repair, replacement and reconstruction fund after the requested payment is made.

C. **Balance Remaining in Fund.** If there is a balance in the repair, replacement and reconstruction fund after the Association has made all payments for any such repair, replacement or reconstruction pursuant to the terms of this Declaration, the Association shall be entitled to retain such balance and add it to the Association's reserve; provided, that in the event special assessments were collected and utilized for such repair, replacement or reconstruction, then a majority vote of the Owners, at a special meeting called for that purpose and held in accordance with the terms and provisions of the Bylaws, shall determine whether the balance shall be retained by the Association and added to the Association's reserves, or shall be returned pro rata to the Owners who paid such special assessments.

9.10 **Declarant Named as Insured.** Whenever the Association is required to purchase and maintain a policy of insurance or bond which shall, according to the terms of this Article 9, name Declarant as an insured, such obligation to name the Declarant as an insured shall cease upon Declarant's conveyance of title to the last Lot owned by Declarant.

9.11 **Mortgage Endorsements.** In the event a mortgage endorsement has been issued as to any Lot, the share of the Owner of any such Lot shall be held in trust for the mortgagee as its interest may appear; provided, however, that no mortgagee shall have the right to apply or to have applied any insurance proceeds towards the reduction of its mortgage debt. All mortgagees agree to waive the rights to any insurance proceeds if they are used pursuant to the provisions of this Declaration to pay for the restoration of such damage; provided, however, that the Owners shall deposit sufficient additional funds with the Mortgagees to assure full completion of any such restoration prior to the expenditure of any insurance proceeds. All covenants contained herein to the benefit of any mortgagee may be enforced by such mortgagee. Nothing contained herein, however, shall be construed as relieving the Owner of his duty to reconstruct damage to his dwelling as heretofore provided.

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9.12 Review of Insurance Coverage. The Association shall, at least annually, review for the adequacy of the insurance coverage required pursuant to this Declaration and shall make a determination as to the adequacy of the amounts and types of coverage then in effect.

ARTICLE 10

ARCHITECTURAL CONTROL

10.1 Members of Architectural Review Committee. The Architectural Review Committee, sometimes referred to in this Declaration as the "ARC" shall consist of three (3) members. The initial members of the ARC shall consist of persons designated by the Declarant and need not be Lot Owners. Each of said persons shall hold office until all Lots planned for the Project have been conveyed, or sooner, at the option of Declarant. Thereafter, each new member of the ARC shall be appointed by the Declarant so long as the Declarant owns any portion of the Property that is or may be made subject to this Declaration. Each member shall hold office until the latest of (a) such time as he or she has resigned or has been removed, or (b) until his or her successor has been appointed, as provided herein. Each Member of the ARC may be removed at any time with or without cause by the party entitled to appoint the Members of the ARC. The Declarant shall have the right to remove and designate new members of the ARC at its discretion as long as Declarant owns any portion of the Property that is or may be made subject to this Declaration. Thereafter or at such earlier time as Declarant in its sole discretion shall determine, the Board shall succeed to the rights of the Declarant to appoint members of the ARC. Accordingly, Members of the ARC shall serve at the pleasure of the Declarant or the Board, as the case may be, as provided herein.

10.2 Review of Proposed Construction. No Improvement of any kind, including any structure, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other Improvement shall be constructed, painted, repainted, erected or maintained in or upon the Project nor shall any exterior addition to, or change or alteration be made, nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roofs or residential buildings, until the plans and specifications showing the nature, color, kind, shape, height, materials and location of the same shall be submitted to, and approved in writing by the ARC (subject to the exemptions in Section 10.9 of this Article 10). The ARC shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations, work or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of the Project as a whole, and that the appearance of any structure affected thereby will be in conformance with the Community Wide Standard and is otherwise desirable. The ARC may condition its

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approval of proposals and plans and specifications as it deems appropriate, including, but not limited to, requiring the Lot Owner to reimburse the Association for all additional costs necessitated for the maintenance of the Common Area adjacent to said improvements, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The ARC may also issue rules or guidelines setting forth procedures and reasonable fees for the submissions of plans for approval. The ARC may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior material and colors. Until receipt by the ARC of any required plans and specifications, or additional information or samples, the ARC may postpone review of any plans submitted for approval. The ARC shall have thirty (30) days after delivery of all required materials to approve or reject any such plans, and if not rejected within such thirty-day period, said plans shall be deemed approved. Notwithstanding any provision in this Article 10 to the contrary, the approval of the ARC shall not be required for any additions, changes or alterations to the Lot where such additions, change or alterations are not visible from the outside of the Lot and will not otherwise adversely affect the use, enjoyment or cost of operations or maintenance of the Project. All changes and alterations shall be subject independently to all applicable government, laws, statutes, ordinances, rules, regulations, orders and decrees. The ARC may employ architects, landscape architects or other professionals to review submitted plans and specifications and to advise it on ARC matters, at the expense of the Owner seeking ARC approval.

10.3 Meetings of the ARC. The ARC shall meet from time to time as necessary to perform its duties hereunder. The ARC may from time to time, by resolution unanimously adopted in writing, designate a ARC Representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the ARC, except the granting of variances pursuant to paragraph 10.8 hereof. In the absence of such designation, the vote of any two (2) members of the ARC shall constitute an act of the ARC.

10.4 No Waiver of Future Approvals. The approval of the ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

10.5 Compensation of Members. The members of the ARC shall receive no compensation for services rendered, other than reimbursement

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for reasonable and necessary expenses incurred by them in the performance of their duties hereunder.

10.6 Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

A. Upon the completion of any work for which approved plans are required under this Article 10, the applicant (the "Applicant") for such approval shall give written notice of completion to the ARC.

B. Within thirty (30) days thereafter, the ARC or its duly authorized representative may inspect such improvement. If the ARC finds that such work was not effected in substantial compliance with the approved plans, it shall notify the Applicant in writing of such noncompliance within ten (10) days after said inspection, specifying the particulars of noncompliance, and shall require the Applicant to remedy the same. If the ARC or its duly authorized representative requests additional time, the 30-day period provided for herein shall be extended for a reasonable period.

C. If, upon the expiration of thirty (30) days from the date of such notification, the Applicant shall have failed to remedy such noncompliance, the ARC shall so notify the Board of such failure. Upon Notice and Hearing, the Board shall determine whether there is a noncompliance, and if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If the Applicant does not comply with the Board ruling within such period, the Board, at its option, may either seek enforcement by equitable action to force compliance, or remove the noncomplying improvement or remedy the noncompliance, and the Applicant shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Applicant to the Association, the Board shall levy a Special Assessment against such Applicant for reimbursement.

D. If for any reason the ARC fails to notify the Applicant of any noncompliance or request for additional time within thirty (30) days after receipt of said written notice of completion from the Applicant, the Improvement shall be deemed to be in accordance with said approved plans.

10.7 Non-Liability of ARC Members. Neither the Association, nor the Declarant, nor the ARC, nor any member thereof, nor its duly authorized ARC Representative, shall be liable to the Association, or to any Owner or any other person or entity for loss, damage or injury arising out of or in any way connected with the performance

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of the ARC's duties hereunder, unless due to the willful misconduct or bad faith of a member and then only that member shall have any liability. The ARC shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration, repainting, or addition solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Project. The ARC shall take into consideration the impact on surrounding area, the aesthetic aspects of the architectural designs, the placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

10.8 Variance. The ARC may authorize variances from compliance with any of the architectural provisions from time to time in existence as a result of this Declaration, the Rules, or any Supplemental Declaration, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require. Such variance must be evidenced in writing, which must be signed by at least two (2) members of the ARC. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration, the Rules, or of any amendments hereto for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all government laws and regulations affecting his use of the premises, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority. The granting of a variance in one instance shall not waive the rights of the ARC to refuse to grant a variance in any other instance, whether or not such other instance is similar in nature, if the policy of the ARC has changed subsequent to the initial variance or if based upon experience obtained with respect to the initial variance. Any variance granted, or not granted, shall be subject to the approval of, and any decision concerning same, shall not be binding until approved by the Board.

10.9 Declarant and Related Entity Exemption. The Declarant and any wholly owned subsidiary or affiliate of the Declarant or entity owned by the Declarant or development partners of the Declarant shall be exempt from the provisions of this Article 10 and shall not be required to obtain approval of the ARC.

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ARTICLE 11

USE RESTRICTIONS

11.1 Residential Use. No Lot shall be used for other than residential purposes. No building other than one single family residence together with pool houses, cabanas, and servant's quarters serving the residence, shall be erected, altered, placed or permitted to remain on any Lot. Declarant shall be exempt from this restriction as provided in this Declaration.

11.2 Rental Restrictions. In order to maintain a community of congenial residents who are responsible and thus protect the value of the Property, the transfer of a Unit(s) by any Owner other than a developer will be subject to the following provisions, which provisions each Owner covenants to observe. No Owner may dispose of a Unit or any interest in a Unit by leasing or renting without the approval of the Association. With the approval of the Association, an Owner may lease or rent to one (1) single family their Unit for a period of not less than seven (7) months nor more than twelve (12) months with a renewal option which also must be approved by the Association. The approval of the Board of Directors of the Association that is required to lease or rent the Unit(s) will be obtained in the following manner: (i) the Unit Owner intending to lease or rent his Unit will give to the Board of Directors of the Association notice of such intention, together with the name and address of the intended lessee or tenant, such other information concerning the intended lessee or tenant as said Board may reasonably require and an executed copy of the proposed lease; (ii) if the above required notice to the Board of Directors of the Association is not given, then at any time after receiving knowledge of such lease or rental of a Unit said Board, at its election and without notice, may approve or disapprove the lease or rental; (iii) the Association is vested with the authority to prescribe an application form such as may require specific personal, social, financial and other data relating to the intended lessee or tenant, as may reasonably be required by the Association in order to enable the Association to responsibly investigate the intended lessee or tenant, and which application shall be completed and submitted to the Association along with and as a part of the notice; (iv) a reasonable fee may be charged to the Owner for the purpose of defraying the cost of investigation and the costs associated with granting approval, changing books and records and other matters associated with such lease or rental; (v) any Unit Owner who leases his/her Unit forfeits all rights to use of the Common Area during the period of said lease; (vi) applicants for lease or rental of a Unit shall be required to appear at the office of the Association for a personal interview. Such appearance, together with the written application shall constitute the original notice to the Association; (vii) the Association has fifteen (15) days from such time to approve or disapprove the lease or rental of a Unit; (viii) the lessee or tenant who is approved by the Association and resides

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in said Unit will abide by all Rules and Regulations under this Declaration.

11.3 Construction. All Improvements constructed upon a Lot must comply with Article 10 hereof and all building codes of appropriate governmental agencies. No structure shall be more than thirty-five (35) feet in height. Each single family residential dwelling shall have no less than 2,500 square feet of air-conditioned space in the case of one-story dwellings, exclusive of garages, screen porches or patios. In the case of a two-story single family residential dwelling, the first story shall have a minimum of 1,500 square feet of air-conditioned space and the second story a minimum of 1,000 square feet of air-conditioned space.

No carports are permitted on any Lot, and driveways on each Lot shall be of sufficient size to accommodate the off-street parking of two automobiles.

When the construction of any building is once begun, work thereon must proceed diligently and continuously and must be completed within eighteen (18) months of commencement, unless specifically excepted by Declarant in writing. No installation of additional street lights or exterior lighting shall be permitted without approval as provided in Article 11.

11.4 Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat and hereunder. Within these easements, no structure, planting or other material shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities, change the direction of flow of drainage channels in the easements or obstruct or retard the flow of water through drainage channels in the easements.

11.5 Nuisance. No noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done on it that may be or may become an annoyance or nuisance to the neighborhood.

11.6 Temporary Structures. No structure of a temporary character, including trailer, tent or shack shall be used on any Lot at any time as a residence, either temporarily or permanently. This does not exclude the use of such structures by the Declarant or builders for the purpose of construction or sales offices.

11.7 Signs. In order to maintain an attractive appearance, no sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed, in, on or upon any part of the Property by an Owner or occupant, without the written permission of the ARC, and the ARC shall have the right in its sole discretion to prohibit or to restrict and control the size, construction material, wording, location and height of all signs and summarily remove and destroy all unauthorized signs.

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11.8 Trash. Each Owner shall keep his Lot free and clear of trash and debris and shall reasonably maintain his Lot. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers suitably screened from the street and adjacent lots. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No garbage incinerators shall be permitted.

The Declarant and/or the Association shall have the right, but not the obligation to care for vacant or unkept Lots within the Property, remove rubbish therefrom and any unsightly and obnoxious thing therefrom, and do any other thing and perform any labor necessary or desirable in the judgment of the Declarant or the Association to keep the Lot, and the land contiguous and adjacent thereto, neat and in good order, and charge the same against the Owner of said Lot or Lots, which charge shall be a lien on the Lot or Lots, which may be foreclosed and shall include Declarant's or the Association's attorneys fees and other costs in connection with said foreclosure.

11.9 Water. No individual water supply system shall be permitted on any Lot for domestic consumption.

11.10 Sewer. No individual sewage disposal system shall be permitted on any Lot.

11.11 Antenna. No television or other outdoor antenna system or facility shall be erected or maintained on any Lot to which cable television service is then currently available except with the specific written consent of Declarant, which consent may be unreasonably withheld.

11.12 Subdivision. No Lot shall be subdivided.

11.13 Outside Lighting. Except as may be initially installed by Declarant, no spotlights, floodlights or similar type of high intensity lighting shall be placed or utilized upon any Lot which in any way will allow light to be reflected on any other Lot or the improvements thereon or upon any common areas or any part thereof without the written authorization of the Board. Other types of low intensity lighting which do not disturb the Owner or other occupants of the Property shall be allowed.

11.14 Commercial Activities. No business or commercial activity shall be conducted on a Lot without Declarant's prior written consent, in its sole discretion.

11.15 Pets. All pets and animals shall be restricted to horses and to those animals generally considered as household pets, such as dogs, cats or birds, and must be contained upon the

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premises of respective Owners and must be on a leash at all times when not on respective Owner's Lot. Obnoxious animals such as cows, swine, goats, ducks, geese, chickens, or other fowl, etc. are specifically prohibited. Horses may be present in those portions of the Common Areas specifically designated for same by the Board, subject to any rules and regulations which it may adopt, in its sole discretion, concerning such animals. Notwithstanding the above provisions, no pets or animals which constitute a nuisance to surrounding Owner shall be kept upon the Property.

11.16 Vehicles. Owners and occupants of Lots will not be permitted to park, store, or keep any commercial vehicle, boat, truck, trailer, recreation vehicle, mobile home, bus, tractor, or other vehicles on their Lots or adjacent Lots unless stored or kept within a totally enclosed structure except temporarily during periods of construction. Further, Owners and occupants of Lots may not park, store, or keep such vehicles on adjacent roads and streets.

Commercial vehicles shall include those vehicles as defined in Section 320.01(15)(a), Florida Statutes (1989) as "for-hire" vehicles and/or decorated with commercial lettering or advertising. Trucks shall include those vehicles as defined in Section 320.01(9) and (10), Florida Statutes (1989) except there shall be excluded therefrom, Jeeps, Scouts, Blazers, Broncos, Vans, Toyota Land Cruisers, El Caminos and Rancheros or vehicles similar thereto in the discretion of the Association, which are for private use as defined in Section 320.01(14), Florida Statutes (1989) and are without commercial lettering or advertising, and small pickup trucks, that is, pickup trucks weighing less than one (1) ton which are private use as defined in Section 320.01(14), Florida Statutes (1989) and are without commercial lettering or advertising. Recreational vehicles shall include those vehicles as defined in Section 320.01(1)(b), Florida Statutes (1989); trailers shall include those vehicles as defined in Section 320.01(4), Florida Statutes (1989) and mobile homes shall include those vehicles as defined in Section 320.01(3), Florida Statutes (1989). Notwithstanding the above provisions, pickup trucks shall be permitted to be parked, stored or kept on an Owner's Lot(s).

No person shall be allowed to ride or operate any type of three or four wheel all terrain vehicles or mini bikes on any portion of the Property nor shall such vehicles or bikes be permitted to be parked or kept on Owner's Lot(s).

11.17 Unsightly Vehicles. Owners and occupants of Lots shall not park, store or leave or permit parking or storing of any vehicle approved under the terms of Section 11.16 above, which is in rusted, wrecked, junked, partially dismantled, inoperative or abandoned condition, whether attended or not upon their Lots or adjacent Lots or adjacent roads or streets, unless the same is completely enclosed within a garage.

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11.18 Dredging/Filling. No Lot shall be increased in size beyond its dimensions as shown on the Plat by filling in any water or canal to which it may abut.

11.19 Windows and Awnings. No reflective materials including but not limited to aluminum foil, reflective screens or glass, mirrors or similar type items shall be permitted to be installed or placed on the outside or inside of any windows or any other part of a Lot which can be seen from the outside of the Property or from other portions of the Property. Further, no metal or rigid plastic awnings of any nature whatsoever shall be permitted to be placed or installed on or attached to the outside of any structure, or elsewhere on a Lot, except those approved in accordance with Article 10.

11.20 Sprinkler Systems. Sprinkler systems shall draw water only from individual wells on the Lot, public utility services or, upon the express prior written approval of South Florida Water Management District, if required, from any canal or lake adjacent to the Lot which the sprinkler system serves.

11.21 Grass and Landscaping. Each Lot Owner shall trim and maintain grass and landscaping to the water's edge in any adjacent drainage easement and the pavement's edge of any street regardless of the location of the Lot's boundary line.

11.22 Lake Areas. As to all portions of the Property contiguous to or abutting any Lake or other body of water, the following additional restrictions and requirements shall be applicable:

A. No boat house, dock, wharf or other structure of any kind shall be erected, placed, altered or maintained on the shores of the Lakes or water body, unless approved by the Declarant or its affiliates prior to the Turnover Date, and the Association thereafter, subject to any and all governmental approvals and permits that may be required.

B. No motorized boat, except for boats with electric trolling motors that do not exceed 2 m.p.h., or jet skis shall be launched from the shore of or used on any Lake or water body.

C. No motorized boat, except for boats with electric trolling motors that do not exceed 2 m.p.h., no jet skis, no boat trailer or vehicle parking or use of any Lake slope or shore areas shall be permitted.

D. No solid or liquid waste, litter or other materials may be discharged into/onto or thrown into/onto any Lake or other water body or the banks thereof.

E. Each applicable Owner shall maintain his Lot and/or any Property of the Association lying between his

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Lot and the line of the water in the adjacent Lake or other water body, as such line may change from time to time by virtue of changes in water levels.

ARTICLE 12

TERM, AMENDMENT

12.1 Term. The covenants and restrictions of this Declaration shall run with and bind the Property for a term of thirty (30) years from the date this Declaration is recorded. Thereafter, this Declaration shall be automatically extended for successive periods of ten (10) years.

12.2 Amendment. Except as provided to the contrary herein, this Declaration may be amended at any time, and from time to time, upon the execution and recordation of an instrument executed by Owners who are entitled to vote sixty six and two-thirds (66 2/3%) percent of all votes of each class of voting membership in the Association, provided that until the Turnover Date the Declarant's written consent, which may be granted or withheld in Declarant's sole discretion, to any amendment must first be obtained. After the Turnover Date no amendment shall negatively affect the rights of Declarant without the consent of Declarant.

The Declarant shall have the right, prior to the Turnover Date, to amend this Declaration as it, in its sole discretion, deems appropriate without the requirements of the Association's consent or the consent of the Owners; provided, however, that the Association shall forthwith but not more than ten (10) days after request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time request. Failure to so join and consent to an amendment or modification, if any, shall not be cause to prevent such modification or amendment from being made by Declarant or to affect the validity thereof. No amendment shall alter the subordination provisions of this Declaration without the prior approval of any Institutional Mortgagees enjoying such protection.

Notwithstanding anything contained herein to the contrary, if required by applicable law or governmental regulation, the prior written approval of Palm Beach County and South Florida Water Management District is required for any amendment to this Declaration that could affect the surface water management system, including the water management portions of the Common Areas and the Conservation Areas.

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ARTICLE 13**CONDEMNATION**

In the event any portion of the Property is taken by any governmental authority pursuant to its power of eminent domain, all compensation and damages for such taking shall be allocated among the Owners and the Association, as their respective interests may appear. Awards for the taking of the Common Area shall be used to render the remaining portion of the Common usable in the manner chosen by the Board of Directors of the Association. If the cost of such work shall exceed the balance of the awards made for the taking, the Board shall in its discretion, determine whether to specifically assess the Owners for their proportionate share of the deficiency for the cost of such work. The balance of the awards for the taking of Common Area, if any, shall be distributed to the Owners in such proportions as their interests in the Property bear to the amount of such compensation and damages. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgagee of the Unit.

ARTICLE 14**MORTGAGEES' RIGHTS AND PROTECTIONS**

14.1 Mortgage Protection Clause. Any breach of the restrictions, covenants, easements, and conditions contained in this Declaration shall in no manner impair the lien of any mortgage made in good faith and for value on the Property or any portion thereof.

14.2 Mortgagee's Rights. Upon written request to the Association, identifying the name and address of an Institutional Mortgagee, and setting forth the applicable legal description or address of the subject property, the Institutional Mortgagee shall be entitled to timely written notice of:

A. Any condemnation loss or any casualty loss affecting a material portion of the Property or any individual Lot on which that Institutional Mortgagee holds a first mortgage;

B. Any delinquency remaining uncured for a period of sixty (60) days in the payment of assessments or charges owed by any individual Owner subject to a first mortgage held by the Institutional Mortgagee;

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C. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

D. Any meetings of the Association.

ARTICLE 15

ASSIGNMENT OF POWERS

All or any part of the rights and powers and reservations of the Declarant herein contained may be deeded, conveyed, or assigned to other persons or entities by an instrument in writing duly executed, acknowledged, and recorded in the Public Records of Palm Beach County, Florida. The duties and powers of the Association may be delegated to or assumed by other entities or associations as may otherwise be provided in this instrument.

ARTICLE 16

CABLE TELEVISION AND RESTRICTED ACCESS AND PATROL SERVICES

16.1 Contractural Designation. Declarant and/or its designees shall have the right, but not the obligation, to enter into contracts for the provision of cable television (CATV) service and/or restricted access and patrol services upon such term as Declarant shall deem, in its sole discretion, to be in the best interests of the Association and all Owners within the Property.

16.2 Disclaimer of Liability. Declarant, the Association, or their successors, assigns or franchisees and any applicable cable telecommunications system operator (an "Operator") may enter into contracts for the provision of communication, restricted access and patrol services through the Property. Declarant, the Association and their franchisees, and any operator do not guarantee or warrant, expressly or impliedly, the merchantability or fitness for use of any such communication, restricted access and patrol services or that any system or services will prevent intrusions, fires or other occurrences, or the consequences of such occurrences, regardless of whether or not the system or services are designed to monitor same; and every owner or occupant within the Property acknowledges that Declarant, the Association or any successor, Assignee or Franchisee of Declarant or any of the other aforesaid entities and any operator are not insurers of the Owner's or occupant's property or of the property of others located on the premises and will not be responsible or liable for losses, injuries or deaths resulting from such occurrences. It is extremely difficult and impractical to determine the actual damages, if any, that may proximately result from a failure on the part of a restricted access and patrol service provider to perform any of its

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obligations with respect to restricted access and patrol services, and therefore, every Owner or occupant of property receiving restricted access and patrol services through the Property agrees that Declarant, the Association, or any successor, assignee or franchisee thereof and any Operator assumes no liability for loss or damage to property or for personal injury or death to persons due to any reason, including without limitation failure in transmission of an alarm, interruption of restricted access and patrol service or failure to respond to any alarm because of (a) failure of the Owner's security system, (b) any defective or damaged equipment, device, line or circuit, (c) negligence, active or otherwise, of the security service provider or its officers, agents or employees, or (d) fire, flood, riot, war, act of God or other similar causes that are beyond the control of the security service provider. Every Owner or occupant of property obtaining security services through the Property further agrees for himself/herself, his/her grantees, tenant, guest, invitees, licensees, and family members that if any loss, damage, injury or death should result from a failure of performance or operation, from defective performance or operation, from improper installation, monitoring or servicing of the system, or from negligence, active or otherwise, of the security service provider or its officers, agents or employees, then the liability, if any, of Declarant, the Association, any franchisee of the foregoing and the Operator or their successors or assigns, for loss, damage injury or death sustained, shall be limited to a sum not exceeding Five Hundred and NO/100 U.S. Dollars (\$500.00), which limitation shall apply irrespective of the cause or origin of the loss or damage and notwithstanding that the loss or damage result directly or indirectly from negligent performance, active or otherwise, or non-performance by an officer, agent or employee of Declarant, the Association, or any franchisee, successor or assign of any of same or any Operator. Further, in no event will Declarant, the Association, any Operator or any of their franchisees, successors or assigns be liable for consequential damages, wrongful death, personal injury or commercial loss.

ARTICLE 17

GENERAL PROVISIONS

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

17.2 Enforcement. Enforcement of this Declaration, the Articles, the Bylaws or the Rules and Regulations shall be by any proceeding at law or in equity and may be instituted by Declarant, the Association, its successors or assigns against any person or persons violating or attempting to violate or circumvent any

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covenant, condition or restriction, either to restrain violation or to recover damages, and against the land and to enforce any lien created by these covenants; furthermore, the failure by the Association or any Owner or Declarant to enforce any covenant, condition or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

17.3 Execution of Documents. The Land Use Plan for the development of the Property may require from time to time the execution of certain documents required by governmental authorities. To the extent that said documents require the joinder of Owners, Declarant by its duly authorized officers may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents, and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Declarant, through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such document executed pursuant to this Section shall recite that it is made pursuant to this Section.

17.4 Prohibited Actions. Notwithstanding anything contained herein to the contrary, the Association will perform no act nor undertake any activity that will violate its non-profit or tax exempt status under applicable state or federal law.

17.5 Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision which shall remain in full force and effect. The Article and Section headings herein are for convenience only and are not to be used in interpreting the provisions hereof.

17.6 Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, prepaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

17.7 Conflicts. Should there be any inconsistencies between the terms, conditions and provisions of this Declaration, the Bylaws and the Articles of Incorporation, then the terms, conditions and provisions of the Declaration shall prevail.

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17.8 Gender. Wherever the masculine singular form of a pronoun is used in this Declaration, it shall be construed to mean masculine or feminine, singular or plural, wherever the context so requires, and shall include and apply to a corporation.

IN WITNESS WHEREOF, this Amended and Restated Declaration of Restrictions, Covenants, Easements and Conditions of Legend Lake Estates has been executed on behalf of Declarant on this 19th day of SEPTEMBER, 1991.

[Signature]
Witness
[Signature]
Witness

DECLARANT:

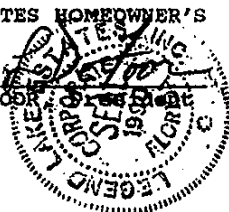
[Signature]
MARTIN L. DEFOOR, as Trustee
pursuant to Florida Statute
689.071

ASSOCIATION:

[Signature]
Witness
[Signature]
Witness

LEGEND LAKE ESTATES HOMEOWNER'S ASSOCIATION

By: [Signature]
MARTIN L. DEFOOR, President
(corporate seal)

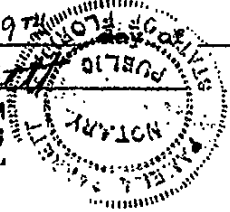


State of Florida)
County of Palm Beach) ss:

BEFORE ME personally appeared MARTIN L. DEFOOR, as Trustee pursuant to Florida Statute 689.071, and as President of Legend Lake Estates Homeowner's Association, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 19th day of SEPTEMBER, 1991.

[Signature]
Notary Public
Notary Public, State of Florida
My Commission Expires May 28, 1993



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LIST OF EXHIBITS

Exhibit "A"	Lake legal description
Exhibit "B"	Property description

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EXHIBIT "A"

LAKE LEGAL DESCRIPTION

Those parcels marked "LAKE" on the Plat of "THE HUNT", as recorded in Plat Book 32, Pages 119 through 125 inclusive, of the Public Records of Palm Beach County, Florida.

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EXHIBIT "B"

PROPERTY DESCRIPTION

All of that property described as "THE HUNT", according to Plat thereof recorded in Plat Book 32, Pages 119 through 125 inclusive, of the Public Records of Palm Beach County, Florida.

**RECORD VERIFIED
PALM BEACH COUNTY, FLA
JOHN B. DUNKLE
CLERK CIRCUIT COURT**

56543

DECLARATION

OF

PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

OF

THE HUNT

THIS DECLARATION made by M. P. ASSOCIATES, INC., a Florida corporation, hereinafter referred to as "Declarant",

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property described in Paragraph I of this Declaration and is desirous of subjecting such real property to protective covenants, conditions and restrictions hereinafter set forth, each and all of which are for the benefit of such property and each present and future owner and shall apply and bind every present and future owner of said property and their heirs, successors and assigns; and

WHEREAS, Declarant is the owner of real property contiguous to the real property described in Paragraph I of this Declaration and is desirous of subjecting such contiguous real property to protective covenants, conditions and restrictions, identical to those hereinafter set forth, each and all of which shall be for the benefit of said contiguous property and each present and future owner and shall apply to and bind each present and future owner of said contiguous real property, their heirs, successors and assigns;

NOW, THEREFORE, M. P. ASSOCIATES, INC. hereby declares that the real property described in Paragraph I hereof is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

Prepared by:
Raymond W. Royce
Scott, Burk, Royce, Harris & Loucks, P.A.
450 Royal Palm Way
Palm Beach, Florida 33480

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PARAGRAPH I

Property Subject to this Declaration

The Property which is and shall be held, transferred, sold, conveyed, used and occupied subject to these covenants, conditions and restrictions, is located in the County of Palm Beach, State of Florida, and is more particularly described as follows:

THE HUNT, according to the plat thereof, on file in the Office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, in Plat Book 32 , page 119-125.

As used in this Declaration, the word "lot" shall mean a platted lot as shown on the aforesaid plat of THE HUNT.

PARAGRAPH II

Contiguous Real Property

At such time as the Real Property owned by Declarant and contiguous to the Real Property described in Paragraph I hereof is subdivided and a plat thereof recorded in the public records of Palm Beach County, Florida, a short form Notice of Declaration shall be executed by Declarant and recorded with the Clerk of the Circuit Court of Palm Beach County, Florida. Said short form Notice of Declaration shall refer to this Declaration and incorporate therein by such reference all of the terms, protective covenants and conditions of this Declaration, thereby subjecting said contiguous real property to all of said terms, protective covenants, conditions and restrictions as fully as if said contiguous real property was set forth in Paragraph I of this Declaration.

PARAGRAPH III

General Purpose of Covenants

The real property described in Paragraph I hereof is subject to the covenants, conditions and restrictions herein contained in order

promote the health, safety and social welfare of the owners of the property; to provide for the improvement, maintenance and preservation of the property; to provide for architectural control of all building, fences, walls and other structures or improvements; to protect the owners of lots against improper use of surrounding lots; to guard against the erection of poorly designed or proportioned structures; to encourage and secure the erection of attractive homes; to secure and maintain proper setbacks from the streets and adequate free spaces between structures; and, in general, to provide for the establishment of a well-designed equestrian-oriented single family residential community.

PARAGRAPH IV

Association

There shall be created and established a non-profit Florida corporation known as THE HUNT OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". A copy of the Articles of Incorporation and By-laws of the Association are attached hereto as Exhibit A and B, respectively, and made a part hereof.

PARAGRAPH V

Purposes and Responsibilities of the Association

The purposes and responsibilities of the Association shall be all of the purposes set forth in Paragraph III hereof; all of the purposes set forth in Article III of the Articles of Incorporation of the Association; and all of the following purposes and responsibilities:

A. The ownership, maintenance and care of the roads, streets, canals, lakes preserve areas, equestrian trails and appurtenances thereto, as the same are shown upon and all in accordance with the aforesaid plat of THE HUNT.

B. The fulfillment of all purposes, responsibilities and obligations with respect to the property described in the aforementioned plat of THE HUNT, as are established from time to time by the ordinances of Palm Beach County, Florida.

C. The execution, performance, administration and enforcement of all of the terms and conditions of this Declaration.

PARAGRAPH VI

Membership of the Association

Each owner of a lot shall, by virtue of such ownership, be a member of the Association and by acceptance of a deed or instrument of conveyance or the acquisition of title in any manner, accepts such membership and acknowledges the authority of the Association to act as provided herein and as provided in exhibits A and B attached hereto.

PARAGRAPH VII

Fees, Dues, Charges and Assessments

The Declarant hereby covenants, creates and establishes and each owner of any lot of the property described in Paragraph I hereof, by acceptance of a deed or instrument of conveyance or the acquisition of title in any other manner, shall hereafter be deemed to covenant and agree to pay to the Association the following fees, dues, charges and assessments:

A. Any annual assessment or charge for the purpose of operating the Association and accomplishing any and all of its purposes. Such assessments shall be in equal amounts against the owners of each lot.

B. Any special assessments for capital improvements, emergencies, or non-recurring expenses. Such assessments shall be in equal amounts against the owners of each lot.

C. Charges incurred in connection with the enforcement of any of the terms and conditions hereof.

D. Fees or charges that may be established for the use of facilities or for any other purpose deemed appropriate by the Board of Directors of the Association.

E. Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. Such assessments shall be in equal amounts against the owners of each lot.

PARAGRAPH VIII

Procedures for the Establishment of Fees, Dues, Charges and Assessments

The Board of Directors of the Association shall approve and establish all sums which shall be payable by members of the Association in accordance with the Articles of Incorporation and By-Laws of the Association and the following procedures:

A. Annual assessments against the owners of all of the lots shall be established after the adoption of an operating budget and written notice of the amount and date of commencement thereof shall be given to each such lot owner not less than thirty (30) days in advance of the date thereof. Annual assessments shall be payable at such time or times as the Board of Directors shall direct.

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

C. The Board of Directors may, from time to time, establish by resolution, rule or regulation or may delegate to

an officer or agent the power and authority to establish specific fees, dues or charges to be paid by specific owners of lots for the use of facilities or to reimburse the Association for expenses incurred in connection with the enforcement of any of the terms of this Declaration. Such sums shall be payable by the affected members at such time or times as shall be established by resolution, rule, or regulation or the officer or agent.

The Association shall prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner. The Association shall, upon demand, furnish any owner liable for said assessment, a certificate in writing, signed by an officer of the Association, setting forth whether that assessment has been paid and/or the amount which is due as of any date. As to parties without knowledge of error, who rely thereon, such certificate shall be conclusive evidence of payment or partial payment of any assessment therein stated to have been paid or partially paid.

PARAGRAPH IX

Enforcement of all Assessments
and Creation of Liens

The collection of all assessments and the creation of liens shall be in accordance with the following provisions:

A. If fees, dues, charges or assessments of any kind are not paid upon the date when due, such sums shall then be and become delinquent and shall, together with interest thereon, attorneys fees and all costs of collection, be and become a continuing lien

and charge upon the lot or lots owned by the member of the Association. Such lien shall bind all such property in the hands of the lot owner, his heirs, devisees, personal representatives, successors and/or assigns.

B. If the sums due are not paid within thirty (30) days after the delinquency date, such sum shall bear interest from the date of delinquency at the highest rate of interest that may be lawfully charged to individuals and the Association may bring an action to foreclose the lien against the property in like manner as the foreclosure of a mortgage on real property and there shall be added to the amount due in addition to the interest hereinabove set forth, all costs of collection and or appeal and all attorneys' fees incurred by the Association in connection with collection and/or appeal. The judgment shall include all of said sums.

PARAGRAPH X

Subordination of Liens to Mortgages

The liens for all fees, dues, charges and assessments provided herein, shall be subordinate to the lien of any bona fide mortgage or mortgages, excluding purchase money mortgages, now or hereafter placed upon any lot provided, however, that such subordinations shall apply only to the sums which have become due and payable prior to a sale or transfer of such lot, pursuant to a decree of foreclosure or other proceeding in lieu of foreclosure. No sale, transfer or conveyance of any kind shall relieve any lot owner from liability or any fees, dues, charges or assessments thereafter becoming due from the lien of any such sums.

PARAGRAPH XI

Architectural Committee

There is hereby established an Architectural Committee

whose duties and responsibilities shall be as hereinafter set forth:

A. The Committee shall consist of three persons. Members of the Board of Directors of the Association may also serve as members of the Architectural Committee. Until such time as the Declarant has completed the sales of all of the lots, all of the members of the Architectural Committee shall be selected by the Declarant unless the Declarant shall determine otherwise. In the event of the failure, refusal or inability to act of any member of the Architectural Committee, the remaining members shall have the authority to designate a successor at the next ensuing meeting or at a special meeting called for the purpose of filling such vacancy.

B. No building, outbuilding, garage, boat dock, swimming pool, fence, wall or any other structure or improvement of any kind or nature whatsoever shall be erected, constructed, placed, maintained, altered, repaired or remodeled, on any lot or any part thereof; nor shall any trees, shrubs, bushes or other landscaping be installed, planted, removed or destroyed unless prior to the commencement of any such activity, two (2) complete plans and specifications therefor, prepared by an architect, landscape architect, engineer or other person who shall be approved by the Architectural Committee, shall have been first submitted in writing for approval and approved in writing by the Architectural Committee. In the event the information submitted to the Architectural Committee is, in its opinion, incomplete or insufficient in any manner, it may request and require the submission of additional information. Upon approval of plans and specifications by the Architectural Committee, both sets thereof shall be endorsed, and one set shall forthwith be returned

by the Architectural Committee to the person submitting the same. The remaining copy shall be retained by the Architectural Committee and shall be a part of the permanent records of the Architectural Committee. In the event the Architectural Committee shall disapprove of any plans or specifications, written notice thereof shall be given to the persons requesting approval. In the event the Architectural Committee shall fail for a period of thirty (30) days after the receipt of all submitted and requested data to approve or disapprove any plans or specifications or shall fail to give written notice of disapproval within said period, the same shall be deemed to have been approved.

C. The Architectural Committee shall have the sole discretion to approve or disapprove all plans and specifications. In arriving at a decision the Architectural Committee may consider such factors and circumstances as it may deem appropriate including, without limitation, architectural and engineering considerations; aesthetic considerations; the present or future use of nearby lots; the size, shape and nature of the lot or nearby lots; the natural terrain and vegetation of the lot or nearby lots; the kind, quality and colors of building materials; and the kind and amount of proposed landscaping. In no event shall the Architectural Committee approve any plans or specifications which fail in any manner to meet the minimum standards set forth in this Declaration or which are in any manner in conflict with any law, rule or regulation of any governmental body having jurisdiction.

D. The approval of the Architectural Committee of any plans and specifications submitted for approval, shall not be deemed to be a waiver of the Committee of any right to object to any of the features or elements embodied in such plans or specifications, if and when the same features are embodied in any subsequent plans or specifications submitted for approval or use on other lots.

E. After plans and specifications submitted have been approved by the Architectural Committee, no building, outbuilding, garage, swimming pool, fence, wall or other structure or improvement of any kind and no tree, shrub, bush or other landscaping shall be erected, constructed, placed, installed, altered or maintained upon said property unless the same shall be in conformity with the plans and specifications approved by the Architectural Committee. If any such improvement of any kind shall be erected, constructed, placed, installed, altered or maintained on said property other than in accordance with the approved plans and specifications, the same shall be deemed to have been undertaken without the approval of the Architectural Committee.

F. After the expiration of one year from the date of completion of any structure, improvement, alteration or landscaping, the same shall be deemed to comply with all provisions hereof, unless notice to the contrary shall be given to the owner of the property in questions or legal proceedings shall have been instituted in connection therewith.

G. The Architectural Committee may, from time to time, delegate to one of its members or an agent, the right to approve or disapprove plans and specifications.

H. Any agent or member of the Architectural Committee may at any reasonable time enter upon any lot and inspect any building or property subject to the jurisdiction of the Architectural Committee under construction or upon which such agent or member may reasonably believe that a violation has occurred or will occur.

I. The Architectural Committee shall have the right and power to enforce the provisions of this Declaration relating to its duties and responsibilities by seeking and obtaining specific performance of each of these covenants in a court of competent jurisdiction and the relief sought and available to the Architectural Committee may include, without limitation, enjoining the construction

of unapproved improvements and the removal of any offending improvement. In any such suit, the prevailing party shall also be entitled to recovery of all costs and expenses including court costs and attorney's fees.

J. The Association shall indemnify and hold harmless the members of the Architectural Committee from all costs, expenses, and liabilities, including legal fees reasonably incurred by or imposed on such members in connection with any claim, demand or proceeding in which such member may be involved by reason of serving as a member of the Architectural Committee.

PARAGRAPH XII

Minimum Standards and Prohibited Uses

A. No dwelling house having a floor square foot area of less than 2,000 square feet, excluding screened porches, patios and garages, shall be erected, constructed or maintained upon any lot. The total ground floor area of any dwelling house plus any outbuilding, shall not exceed twenty-five percent (25%) of the lot area. No dwelling shall be constructed or erected unless suitable landscaping shall also be provided immediately upon completion of construction.

B. No building, structure or object, except approved fences, gates, entrances or landscaping, shall be erected, placed or maintained on any lot nearer than fifty (50) feet to the front line of such lot, unless approved by the Architectural Committee.

C. No building, structure or object, except approved fences, gates, entrances or landscaping, shall be erected, placed or maintained on any lot nearer than fifty (50) feet from the rear line of any lot or thirty-five (35) feet from any easement across the rear portion of said lot, whichever shall be less, unless approved by the Architectural Committee.

D. No building, structure or object, except approved fences, gates, entrances or landscaping, shall be erected, placed or maintained on any lot nearer than twenty-five (25) feet to the side line of any lot, unless approved by the Architectural Committee.

E. The front of any lot shall be the side adjacent to a street. In determining which is the front of a lot adjacent to two streets, the side having the greatest street frontage shall be deemed the front of the lot. The rear shall be the side opposite from the front.

F. No open carports shall be constructed unless approved by the Architectural Committee and no dwelling house shall be erected without providing a parking space consisting of a durable-surfaced area enclosed in the dwelling house or in an outbuilding of sufficient size for not less than one standard automobile exclusive of durable-surfaced driveway connecting such space with the street and permitting ingress and egress of an automobile. No garage shall be constructed in such a manner that the automobile entrance thereto shall face a street, unless approved by the Architectural Committee. A durable-surfaced driveway or parking area sufficient to park not less than two automobiles shall also be provided.

G. No swimming pool or appurtenant pump house shall exceed two feet in height above the natural ground elevation of such lot.

H. No outdoor fireplace or grill shall exceed six feet in height above the natural ground elevation of such lot.

I. All garbage cans and trash containers shall be kept, stored and placed in underground containers or in an area not visible from the street or any other lot and in no event shall garbage cans or trash containers be kept or placed for collection on any portion of a lot or an easement or right-of-way unless in such underground container, except on the day of collection.

J. Unless otherwise approved by the Architectural Committee, construction of approved improvements shall commence within ninety (90) days from the date of approval by the Architectural Committee and construction shall proceed continuously and be completed within a reasonable time, and in no event shall construction of a dwelling house or other improvements be extended or last for more than twelve (12) months unless otherwise approved by the Architectural Committee.

K. No temporary building, tent, structure or improvement shall be constructed, erected or maintained without the prior approval of the Architectural Committee.

L. No basement, garage, trailer or partially completed building shall be used for human occupancy prior to the completion of the entire approved buildings or improvements.

M. No horses, hogs, cattle, cows, goats, sheep, poultry, or other animals, birds or reptiles shall be kept, raised or maintained on any lot provided, however, that dogs, cats, and other household pets may be kept in reasonable numbers if their presence causes no disturbance to others. All pets shall be kept on a leash when not on the owners lot.

N. No stable, livery stable or barn shall be erected, constructed, permitted or maintained on any lot.

O. No boat houses shall be permitted to be constructed on any lake or body of water adjacent to or contiguous with any lot. Boat docks, the highest projection of which shall not exceed the elevation of the land adjoining the docks, may be permitted to be constructed subject to the approval of the Architectural Committee provided, however, that no such boat dock shall be erected, constructed or maintained which shall extend beyond fifteen (15) feet from the lot line paralleling and adjoining the waterfront.

P. No motor powered boat shall be kept, stored, or used upon any lake or body of water adjacent or contiguous to any lot, unless approved by the Board of Directors of the Association.

Q. No truck, tractor, trailer, mobile home or other vehicle of any kind and no boat or other equipment shall be kept or stored in front of any dwelling or structure or between the front lot line and the front setback line of any lot.

R. No outdoor clothes drying shall be allowed except to the rear of a house in an area completely shielded from view by shrubbery, fences or walls.

S. No signs, except small name signs approved by the Architectural Committee, shall be placed erected or displayed on any lot except one temporary sign not to exceed four (4) square feet may be placed on each lot indicating that such property is for sale or for rent.

T. No trade or business shall be conducted nor any commercial use made of any lot.

U. No multiple-family dwelling units, apartments or other improvements or structures designed or intended as a dwelling place for more than one family, shall be constructed.

V. No dwelling house, garage, outbuilding or other structure or improvement and no tree, bush, shrub or landscaping of any kind shall be built or maintained upon any easement, or right-of-way and said easements and rights-of-way shall at all times be open and accessible to the persons entitled to the use

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thereof.

W. No natural vegetation and no tree may be removed from any lot unless approved by the Architectural Committee, except if located within the perimeter of the foundation of an approved structure.

X. All lots shall be kept in a clean and sanitary manner and no rubbish, refuse or garbage allowed to accumulate or any fire hazard allowed to exist.

Y. No nuisance shall be allowed upon any lot or any use or practice that is a source of annoyance to other lot owners or interferes with the peaceful possession and proper use of the lots by the residents thereof.

Z. No immoral, improper, offensive or unlawful use shall be made of any lot and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

PARAGRAPH XIII

Use of Common Property

Certain areas of the property and are hereby set aside for the use of the members of the Association for the uses and purposes and on the terms and conditions set forth in the Articles of Incorporation and By-Laws of the Association and the aforesaid plat of THE HUNT, subject to the following conditions and limitations.

A. The streets and roadways shall be used for ingress and egress to and from the lots of THE HUNT, in accordance with such rules and regulations as the Association shall from time to time establish.

B. Those areas of the aforesaid plat of THE HUNT designated as equestrian trails of easements for bridle paths and those areas designated as preserve areas, may be used by members

of the Association for the purposes of horseback riding, jumping, training and other related purposes subject to such limitations and regulations as the Association may from time to time establish. The Association may contract for the non-exclusive use and maintenance these areas by members of an equestrian club or other recreational organization, which may hereafter be established; provided however, that the members of the Association shall have the right of first refusal to use said facilities.

C. The area of the aforesaid plat of THE HUNT designated as Lake and all bodies of water within said plat shall be used for recreational purposes on such terms and conditions and subject to such limitations as shall be established by the Association.

D. Nothing herein or elsewhere contained shall prevent the use of any area of the plat of THE HUNT, including lots or other designated areas, by Declarant for the purposes of offices, or sales models.

PARAGRAPH XIV

Removal of Trees, Shrubbery, Undergrowth

The Architectural Committee, the Association or the Declarant may require the owner of any lot or the purchaser of any lot under a contract of sale, or the owners, heirs, successors and assigns to cut and remove from any lot all brush, weeds, dead or dying trees, stumps, roots, obnoxious growths or things of any kind, filth, garbage, trash or debris if it deems it desirable to do so for the benefit of the property. If such owner or purchaser shall fail to do so within ten (10) days of written notice, then the Declarant, Architectural Committee or Association may clear such lot and the owner or purchaser shall pay the person so clearing the reasonable cost thereof. Such

sum not paid within ten (10) days of the date of mailing of such statement, shall immediately be and become a lien on the property until paid and the collection thereof may be enforced as otherwise provided in this Declaration.

PARAGRAPH XV

Enforcement

Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any of the terms, conditions, covenants, or restrictions hereof, either to restrain violation or to recover damages and against the land to enforce any lien created by these covenants and the failure by the Association or any other person or party to enforce any of the terms and conditions hereof shall in no event be deemed a waiver of the right to do so thereafter. Where an action, suit or other judicial proceeding is instituted or brought for the enforcement of these covenants, conditions and restrictions, the prevailing party shall be entitled to recovery of all costs and expenses involved, including without limitation, court costs and attorneys' fees.

PARAGRAPH XVI

Right to Enforce

The provisions contained in this Declaration shall bind and inure to the benefit and be enforceable by the Declarant, the Association or the Architectural Committee, and each of their legal representatives, heirs, successors and assigns.

PARAGRAPH XVII

Assignment of Powers

Any and all duties, responsibilities, obligations, powers and reservations of the Declarant herein contained may with the consent of Palm Beach County be deeded, conveyed, or assigned to another legal entity by an instrument in writing duly executed, acknowledged and recorded in the public records of Palm Beach County, Florida. Such written instrument shall contain an acceptance by the grantee or assignee and the grantee and/or assignee shall assume and agree to be bound by each and all of the obligations and duties imposed upon Declarant and upon such event Declarant shall be relieved of the performance of any further duties or obligations hereunder.

PARAGRAPH XIII

Headings and Paragraphs

The headings as to the contents of particular paragraphs are inserted only as a matter of convenience and for reference and in no way are intended to be a part of this Declaration or in any way define, limit or describe the scope or intent of a particular section or paragraph to which they refer.

PARAGRAPH XIX

Scope and Duration of Covenants, Conditions and Restrictions

All of the covenants, conditions and restrictions set forth in this Declaration are imposed upon the property, for the direct benefit thereof and the owners thereof as a part of the general plan of development, improvement, building and maintenance of said property. Each grantee or purchaser and under a contract of sale or an agreement of purchase by accepting a deed or contract of sale or agreement of purchase, accepts the same subject to the provision of this Declaration and agrees to be bound by each

such covenant, condition and restriction contained herein.
Said covenants, conditions and restrictions shall run with the land
and continue to be in full force and effect.

PARAGRAPH XXI

Amendments

The terms and conditions of this Declaration may be amended, annulled, or waived by an instrument in writing recorded in the public records of Palm Beach County, Florida, in the following manner and subject to the following conditions:

A. Such amendment, annulment or waiver shall have been approved at duly called and held meetings by not less than a majority of the Board of Directors and seventy-five percent (75%) of the votes entitled to be cast by members of the Association or, in the alternative, by the unanimous approval of the initial Board of Directors of the Association until the first annual election of Directors.

B. Until such time as Declarant, its successors or assigns has completed all sales of all the lots, Declarant shall have the sole right and power of amendment, annulment or waiver and no such amendment, annulment or waiver shall be undertaken by another person without the prior consent of Declarant, its successors or assigns.

C. The Articles of Incorporation and By-Laws of the Association may be amended in the manner so provided in such documents.

PARAGRAPH XXI

Severability

In the event any clause, subdivision, term, provision or part of this Declaration should be adjudicated by final

OCT-12-1989 03:47PM 89-293536

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FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS.

CONDITIONS AND RESTRICTIONS OF THE HUNT

THIS AMENDMENT MADE BY AND BETWEEN M.P. ASSOCIATES, INC., a Florida corporation ("MP"), and THE HUNT DEVELOPMENT COMPANY, a Florida corporation ("Hunt").

WHEREAS, MP executed that certain Declaration of Protective Covenants, Conditions and Restrictions of The Hunt dated January 17, 1977 and recorded May 10, 1977, in Official Record Book 2677, page 158, Public Records of Palm Beach County, Florida (the "Declaration"); and

WHEREAS, Declarant was the owner of the following described real property ("Property") which is the subject of the Declaration:

THE HUNT, according to the Plat thereof, on file in the Office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, in Plat Book 32, page 119 - 125.

WHEREAS, MP has conveyed the Property to Hunt; and

WHEREAS, Hunt has requested this Amendment to the Declaration naming and appointing Hunt as successor Declarant as defined therein and assigning all duties, responsibilities, obligations, powers and reservations of MP as original Declarant upon the following terms and conditions.

NOW, THEREFORE, in consideration of Hunt's purchase of the Property, the parties agree as follows:

(1) MP hereby assigns to Hunt any and all duties, responsibilities, obligations, powers and reservations of MP as Declarant under the Declaration.

(2) By execution of the Amendment, Hunt accepts and assumes and agrees to be bound by each and all of the obligations and duties imposed upon Declarant.

(3) In accordance with paragraph XVII of the Declaration, MP is hereby relieved of the performance of any further duties or obligations thereunder.

(4) MP and Hunt acknowledge and confirm that all of the lots contained in the Property have not been sold and that this Amendment is executed by Declarant as its sole right and power in accordance with paragraph XXII(B) of the Declaration.

(5) All other terms and conditions of the Declaration not specifically modified herein shall remain as originally set forth.

(6) This Amendment and all of the terms and conditions hereof shall bind and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the 20th day of Sept., 1989.

Signed, sealed and delivered in the presence of:

[Handwritten Signature]
[Handwritten Signature]

M.P. ASSOCIATES, INC., a Florida corporation

BY: [Handwritten Signature]

Attest: _____

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STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared JULES MINKER, well known to me to be the President of M.P. ASSOCIATES, INC., a Florida corporation, and that he severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 20th day of September, 1989.

Floretta W Westphal

NOTARY PUBLIC
My Commission Expires:



RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT