



CFN 20170306581

OR BK 29309 PG 1723
RECORDED 08/23/2017 09:33:31
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1723 - 1750 (28pgs)

Return to:
J.Henry Cartwright, Esq.
Fox, Wackeen et al.
3473 SE Willoughby Blvd
Stuart, Florida 34994

AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS OF
PRIVATEER POINTE PROPERTY OWNERS' ASSOCIATION, INC.

THIS DECLARATION, made this August 8, 2017, by PRIVATEER POINTE PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation not for profit, hereinafter referred to as the "Association".

WITNESSETH:

WHEREAS, the real property described in Exhibit "A" of this Declaration is governed by the Association and the Association desires to maintain thereon a planned community with permanent parks, open spaces, and other community facilities for the benefit of the said community; and

WHEREAS, Association desires to provide for the preservation and enhancement of the property values, amenities, and opportunities in said community and for the maintenance of the Properties and Improvements thereon; and

NOW, THEREFORE, the Association declares that the real property described in Exhibit "A" and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

1. DEFINITIONS.

- 1.1. "Articles" shall mean the Articles of Incorporation of the Privateer Pointe Property Owners' Association, Inc.
- 1.2. "Architectural Review Board" or "A.R.B." shall mean and refer to that permanent committee of the Association created for the purpose of establishing and enforcing criteria for the construction of Improvements with the Property.
- 1.3. "Assessment" shall mean and refer to those charges made by the Association from time to time against each parcel within the property for the purposes and subject to the terms set forth herein.
- 1.4. "Association" shall mean and refer to Privateer Pointe Property Owners' Association, Inc., a Florida corporation not for profit, its successors and assigns.
- 1.5. "Association Property" shall mean and refer to all real and personal property transferred to the Association for the benefit of all owners.
- 1.6. "Board" shall mean the Board of Directors of the Association.
- 1.7. "Common Expenses" shall mean and refer to all expenses incurred by the Association in connection with its ownership, maintenance and other obligations set forth herein.
- 1.8. "Common Property" or "Common Area" shall mean and refer to those areas of land which are intended to be devoted to the common use and enjoyment, and which are identified and dedicated to the Association as common property, on any recorded subdivision plat of the property, which shall include any swimming pool or other common recreational facilities constructed upon any common property.
- 1.9. "County" shall mean and refer to Palm Beach County, Florida.
- 1.10. "Declaration" shall mean these covenants, conditions, restrictions, easements and all other terms set forth in this document; and as may be amended from time to time.
- 1.11. "General Plan of Development" shall mean that plan as publicly distributed and as approved by appropriate governmental agencies which shall represent the total general scheme and general uses of land in the Property as such may be amended from time to time, subject to approval of the governmental agencies involved.

- 1.12. "Improvements" shall mean and refer to all structures of any kind including, without limitation but not necessarily limited to, any building, fence, wall, sign, mailbox, newspaper box, shutters, paving, grading, parking and building additions, alteration, screen enclosure, sewer, drain, disposal system, decorative building, basketball, backboard, platform, dog house, playhouse, swimming pool, tennis court, landscaping, or landscape device or object.
- 1.13. "Institutional Mortgagee" shall mean and refer to any bank, bank holding company, savings and loan association, insurance company, union pension fund, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, any agency of the United States Government, or any affiliate of any of the foregoing, which holds a first mortgage of public record on any portion of the Property and the holder of any mortgage of public record, whether a first mortgage or otherwise.
- 1.14. "Lot" shall mean and refer to any plot of land shown as a lot on any recorded subdivision plat of the Property together with any Improvements located thereon
- 1.15. "Lot Landscaping" shall mean and refer to any and all landscaping which may now or hereafter be located up any lot but shall not include any landscaping which is located within any home which may be constructed upon any lot.
- 1.16. "Parcel" shall mean and refer to any parcel of real property located within the Property which is intended for single-family residential use.
- 1.17. "Privateer Pointe" shall mean and refer to the Property and all Improvements and developments therein.
- 1.18. "Property" shall mean all of the real and personal property subject to this Declaration. The real property is described in Exhibit "A" attached hereto and made a part hereof.
- 1.19. "Rules and Regulations" shall mean the rules, regulations and policies which may be adopted by the Board from time to time by resolution duly made and carried.
- 1.20. "Water Management System" shall mean and refer to any lakes, canals or other facilities which may be created or used for drainage of the Property.
- 1.21. "Owner" shall mean the record title holder to a Parcel or Lot.
- 1.22. The use of gender is deemed to include all genders. The use of the singular includes the plural and the use of the plural includes the singular.

2. PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO.

- 2.1 Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Palm Beach County, Florida, and more particularly described in Exhibit "A".
- 2.2 Additions to Existing Property. Added properties may become subject to this Declaration in the following manner:

- (a) Additions. Additional lands may be annexed to the existing Property upon approval in writing of the Association pursuant to a majority vote (51%) of all Owners, voting in person or by proxy, at a regular meeting of the members of the Association or a special meeting duly called for this purpose. Any such proposed additions must appear on the agenda and notice of the meeting.

The additions authorized under subsections (a) and (b) shall be made by the filing of a record of one or more Supplementary Declarations of Covenants and Restrictions with respect to the additional property and by filing with the Association a General Plan of Development for the proposed additions. Unless otherwise stated therein, such General Plan shall not bind the Association to make the proposed additions.

- (b) Mergers. Upon a merger or consolidation of another association with the Association, its Properties, rights and obligations may, as provided in its Articles of Incorporation, by operation of law be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may by operation of law be added to the Properties, rights and obligations of the

Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the existing property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the existing Property, except as hereinafter provided.

3. MEMBERSHIP AND VOTING RIGHTS.

- 3.1 Members. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject under the Declaration to assessment by the Association shall be a mandatory member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. All members of the Privateer Pointe Property Owners' Association shall be governed and controlled by the Articles of Incorporation, Declaration, By-Laws, and Rules and Regulations thereof.
- 3.2 Voting Rights. The Association shall have one class of voting membership. Each member, , shall be entitled to one vote for each Lot owned by such member as to matters on which the membership shall be entitled to vote, which vote may be exercised or cast by the member in such manner as may be provided in the By-Laws of the Association. Any member who owns more than one Lot shall be entitled to exercise or cast one vote for each such Parcel. When more than one person holds the ownership interest required for membership, all such persons shall be members of the Association, and the vote for such Lot shall be exercised as they among themselves determine. Provided, however, that in no event shall more than one vote be cast with respect to each Lot. Where a Lot is owned by other than a natural person or persons the owners shall file with the Secretary of the Association a notice designating the name of the individual who shall be authorized to cast the vote of such Owner. In absence of such designation, the owner shall not be entitled to vote on any matters coming before the membership.
- 3.3 Administration of the Association. The affairs of the Association shall be administered by the Board of Directors in accordance with this Declaration, the Articles of Incorporation and the By-Laws of the Association. The Articles of Incorporation and By-Laws may be amended in the manner set forth therein;
- 3.4 Suspension of Membership Rights. No member shall have any vested right, interest or privilege in or to the assets, functions, affairs or franchises of the Association or any right, interest or privilege which may be transferable or which shall continue after his membership ceases or which he is not in good standing. A member shall be considered not in good standing during any period of time in which he is delinquent of any assessment as hereinafter provided; or, in violation of any provision of this Declaration or any rules or regulations promulgated by the Association. While not in good standing the member shall not be entitled to vote or exercise any other right or privilege of a member of the Association.

4. ASSOCIATION PROPERTY AND COMMON PROPERTY.

- 4.1 Obligation of the Association. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including any swimming pool, recreational facilities, furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair.
- 4.2 Members' Easement of Enjoyment. Subject to the provisions herein, every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, and every member shall have a right of enjoyment in the Common Area.
- 4.3 Extent of Members' Easements. The members' easement of enjoyment created hereby shall be subject to the following:
 - (a) The right of the Association to establish reasonable rules and to charge reasonable admission and other fees for the use of the Common Area.
 - (b) The right of the Association to suspend the right of an Owner to use the facilities for any period during which any assessment against his Lot remains unpaid for more than thirty (30) days after notice; the right of the Association to suspend the right of a member to use the said facilities for a period not to exceed sixty (60) days for any other infraction of this Declaration or any promulgated ruled and regulations.
 - (c) The right of the Association to mortgage any or all of the facilities constructed on the Common Area for the purposes of improvements or repairs to Association land or facilities pursuant to approval of the

members who are voting in person or by proxy at a regular meeting of the Association or at a meeting duly called for this purpose.

- (d) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members.
 - (e) The rights of the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure.
 - (f) Restrictions contained on any plat or filed separately with respect to all or any portion of the Property.
 - (g) All of the provisions of this Declaration, the Articles of Incorporation, the By-Laws of the Association and the Rules and Regulations.
- 4.4 Delegation of Use. Any member may delegate his right of enjoyment to the Common Area and facilities to the members of his family and to his guests subject to such general regulations as may be established from time to time by the Association and included in the rules and regulations.
- 4.5 Rules and Regulations Governing Use of Association Property and Common Property. The Association through its Board of Directors shall regulate the use of the Association Property and Common Property by its members, and may from time to time promulgate such rules and regulations consistent with this Declaration governing the use thereof as it may deem in the best interest of its members. A copy of all rules and regulations established hereunder and any amendments thereto shall be made available to all members of the Association at the Association office. Such rules and regulations may be enforced by legal or equitable action.
- 4.6 Damage or Destruction of Common Area by Owner. In the event any Common Area is damaged or destroyed by an Owner or any part of his guests, tenants, licensees, agents or members of his family, such Owner does hereby authorize the Association to repair said damaged area; the Association shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repairs shall become a Special Assessment upon the Lot of said Owner.
- 4.7 Association Maintenance of Property. The Association shall either by virtue of an appointment of a property management agent or through its own personnel, be responsible for the maintenance and repair of the Association Property, the Common Property, and the Limited Common Property (except as otherwise set forth herein).
- 4.8 Continual Maintenance. In the event of dissolution of the Association, the owners shall immediately thereupon hold title to the Common Property and Association Property as tenants in common, and shall collectively provide for the continued maintenance and upkeep thereof in a manner of under a procedure acceptable to the County. In no event shall the County be obligated to accept any dedication offered to it by the owners or the Association pursuant to this section, but the County may accept such dedication, and any acceptance by the County must be made by formal resolution of the then empowered Board of County Commissioners.

5. EASEMENTS.

- 5.1 Easement Grants. The following Easements are hereby granted and/or reserved over, across and through the Property:
- (a) Easements for the installation and maintenance of utilities are granted as shown on the recorded subdivision plats of the Property. Cable Television facilities may be installed in these utility easement areas. Within utility easement areas, no structure, planting or other material, other than sod shall be placed or permitted to remain, which may interfere with the installation and maintenance of underground utility facilities. The Association and its assigns are hereby granted access to all easements in which such underground facilities are located for the purpose of operation, maintenance and replacement thereof.
 - (b) Easements for the installation and maintenance of drainage facilities granted to the Association as shown on the recorded subdivision plat of the Property. Within these easements areas, no structure, planting or other material, other than sod shall be placed or permitted to remain, which may interfere with such installation and

maintenance, or which may obstruct or retard the flow of water through drainage channels. The Association and its assigns shall have access to all such drainage easements for the purpose of operation and maintenance thereof. The Association shall have the right to contract for the maintenance of any Water Management System which may now or in the future exist upon or within the Property with an established water management or water control district, or with any other party.

- (c) Easements are hereby granted throughout the Property to the Association for the purpose of access to all Property dedicated to the Association on the recorded subdivision plat of the Property.
- (d) An easement is hereby granted to each Institutional Mortgagee for the purpose of access to the Property subject to its mortgage.
- (e) Easements are hereby reserved throughout the Property by the Association for its use and the use of its agents, employees, licensees and invitees, for all purposes in connection with maintenance of the Property.

5.2 Restriction on Additional Easements. No Owner shall grant any easement upon any portion of the Property to any person or entity, without the prior written consent of the Association.

6. COVENANTS FOR MAINTENANCE ASSESSMENTS.

- 6.1 Authority of Association. The Association, through its Board of Directors, shall have the power and authority to make the collect assessments as hereinafter set forth.
- 6.2 Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association and following: (1) annual general assessments or charges, (2) special assessments for capital improvements, and (3) annual or special assessments or charges, such assessments to be established and collected as hereinafter provided.
- 6.3 General Assessments. General Assessments shall be determined annually for the purpose of maintenance and management of the Association, the Association Property, the Common Property and for the purpose of promoting the safety and welfare of the Owners. Without limiting the foregoing, General Assessments shall be used for payment of: operation, maintenance and management of the Association, the Association Property and the Common Property; property taxes and assessments against the Association Property and the Common Property; insurance coverage for the Association Property and the Common Property; public liability insurance; legal and accounting fees; maintenance of the Water Management System if any, and roadways dedicated to the Association; management fees; normal repairs and replacements; charges for utilities used upon the Association Property and Common Property; cleaning services; expenses and liabilities incurred by the Association in the enforcement of its rights and duties against the members or others; maintenance of vacant property; the creation of reasonable reserves; and all other expenses deemed by the Board of Directors of the Association to be necessary and proper for the management, maintenance, repair, operation and enforcement.
- 6.4 Basis and Collection of General Assessments. The Association shall annually estimate the Common Expenses it expects to incur and the period of time involved therein and shall assess its members sufficient monies to meet this estimate. Each Lot shall be assessed at a uniform rate, to be determined by the Association, so that all Lots subject to a general assessment determine that the assessments made are insufficient to pay the expenses, or in the event of emergency, the Board of Directors shall have authority to levy and collect additional General Assessments to meet such needs. General Assessments shall be collectible in advance monthly, quarterly, or semi-annually as set forth in a notice given at the time the annual budget is made. Absent a written notice to the contrary, assessments shall automatically continue at the same rate and frequency unless and until a new notice is sent .
- 6.5 Special Assessments. The Association shall have the power and authority to levy and collect a Special Assessment from each Owner for payment of the following: the acquisition of property by the Association; the cost of construction of capital improvements to the Association Property or the Common Property; the cost of construction, reconstruction, unexpected repair or replacement of capital improvements to the Association Property or the Common Property; the cost of construction, reconstruction unexpected repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto; and the expense of indemnification of each Director and Officer of the Association and each member of the A.R.B. All Special Assessments shall be at a uniform amount for each Lot assessed, regardless of whether a particular Special Assessment affects all Lot Owners or a particular Lot. A Special Assessment shall be collectible in such manner as the Board of Directors shall determine. If a Special Assessment should exceed FIVE HUNDRED DOLLARS

(\$500.00) per Lot, it shall require the approval of the membership of the Association, to be obtained at a duly convened regular or special meeting at which a quorum exists and which is called at least in part to secure this approval. Approval shall be by an affirmative vote of at least sixty (60%) percent of the members present in person or by proxy.

- 6.6 Emergency Special Assessments. The Association may levy an Emergency Special Assessment when, in the sole determination of the Board of Directors, there is potential danger or damage to persons or property. Such Emergency Special Assessments may be utilized to pay for preventative, protective or remedial construction, reconstruction, improvements, repairs or replacement. Events justifying Emergency Special Assessments include, but are not limited to, hurricanes, floods, fires, and roof, plumbing or structural repairs. Emergency Special Assessments shall be collectible in such manner as the Board of Directors shall determine.
- 6.7 Individual Assessments. The Association shall have the power and authority to levy and collect an Individual Assessment against a particular Lot for the cost of maintenance, repairs or replacements within or without the Lot, which the Owner thereof has failed or refused to perform, and which failure or refusal has, in the opinion of the Association, endangered or impaired the use of value of other portions of the Property. The Association shall have a right of entry onto each Lot to perform necessary maintenance, repairs and replacements, including the right to abate or eliminate any nuisance. The Individual Assessments may include an administrative fee charged by the Association in an amount to be determined from time to time by the Board of Directors in its discretion. All Individual Assessments shall be collectible in such manner as the Association shall determine.
- 6.8 Effect of Non-Payment of Assessments; Remedies of the Association. All notices of Assessments from the Association to the members shall designate when the Assessment is due and payable. If any Assessment is not paid on the date when due, it shall then become delinquent and shall bear interest at the maximum rate allowed by law from the date when due until paid. The Assessment, together with interest thereon and the cost of collection thereof, including attorney's fees, shall be a continuing lien against the Lot against which the Assessment is made, and shall also be the continuing personal obligation of the Owner of such Lot at the time of Assessment. Any successor in title shall be held to constructive notice of the records of the Association to determine the existence of any delinquency in the payment of Assessments. The Association shall have the right but not the obligation to record a Claim of Lien in the Public Records of the County, setting forth the amount of the unpaid Assessment, the rate of interest due thereon, and the cost of collection thereof. If any Assessments, or any installment thereof, shall not be paid within thirty (30) days following the due date, the Association may declare the Assessments for the next 12 month period (in addition to all past due amounts) immediately due and payable. The Association may at any time thereafter bring an action to foreclose the lien against the Lot assessed and/or a suit on the personal obligation of the Owner or both without any waiver to later bring such an action. There shall be added to the amount of the Assessment the cost of such action, including attorneys' fees, and in the event a judgment is obtained, such judgment shall include interest on the Assessment as above provided and attorneys' fees incurred by the Association, together with the costs of the action, which shall include appellate costs, if any. Regardless of the date of recordation of any Claim of Lien, the effective date thereof shall relate back, and it shall take priority, as of the date of recordation of the original Declaration and shall have the priority set forth in Fla. Stat. 720.3085, as it may be amended from time to time
- 6.9 Liability of Institutional Mortgagees. In the event that the holder of any Institutional First Mortgage obtains title to any property subject to assessment by the Association, as a result of foreclosure of the first mortgage, or as a result of a deed or other arrangement in lieu of foreclosure of the first mortgage, the Institutional Mortgagee, its successors and assigns, shall be liable for assessments pertaining to such property in the amounts set forth in Fla. Stat. 720.3085 as it may be amended from time to time. This section is applicable if title is acquired as a result of the foreclosure or deed or a deed in lieu of foreclosure, unless the assessments claimed are secured by a claim of lien that is recorded prior to the recording of the foreclosed first mortgage. The lien of the Association shall relate back to the date of the recording of the original Declaration and take priority against all other interests as set forth in Fla. Stat. 720.3085 as it may be amended from time to time. No Mortgagee, however, shall be excused from the payment of assessments coming due during the period of its ownership of the property, whether or not such property is occupied, nor shall the property be relieved from the lien of such assessment. All liens herein are continuous and pre-existing. In the event of any conflict between these documents and any statutes, case law, or judicial determination, the provision most favorable to the Association shall apply. All amounts due shall be made within thirty 30 days of any transfer of title.

6.10 Certificate of Assessments. The Association shall prepare a roster of the Lots and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by all members. At the request of a Lot Owner, the Board of Directors shall prepare a Certificate of Assessments signed by an officer of the Association, setting forth whether the Owner's Assessments have been paid and/or the amount which is due as of the date of the Certificate. As to parties without knowledge of error who thereon, such certificate shall be presumptive evidence of payment or partial payment of any assessment therein stated having been paid or partially paid.

6.11 Exempt Property. The following property shall be permanently exempt from the payment of all assessments by the Association:

- (a) All property dedicated to, or owned by, the Association.
- (b) All property dedicated to, or owned by, any water management or any water control district or other party responsible for maintenance of any Water Management System which may now or hereafter exist upon or within the Property.
- (c) Any portion of the Property dedicated to the County.
- (d) Any portion of the Property exempted from ad valorem taxation by the laws of the State of Florida.
- (e) Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from any assessments, charges or liens.

7. MAINTENANCE OF PROPERTY.

7.1 Association Responsibilities. The Association shall be responsible for maintenance of all Lot Landscaping. The cost of same shall be a Common Expense. All Lot Landscaping shall be maintained in a neat and attractive manner. No weeds, underbrush, or unsightly growth shall be permitted to grow or remain upon any part of any Lot. All grass clippings, trimmings, and other items shall be removed from the Property and not placed on any adjacent property. The Association may have such maintenance performed by its own personnel or it may enter into an appropriate service and maintenance contract for such work with such company or companies as it may choose. In the event that any Owner fails to properly maintain his property, other than the Lot Landscaping, including the exterior of any Improvement, the Association shall have the right to make any repairs, replacements, or other maintenance as it deems necessary. In such event, the Association shall have the right to individually assess the Owner involved for all costs incurred in making such repairs, replacements, or other maintenance.

7.2 Lot Owner Responsibilities. Each Lot Owner shall maintain all Improvement on his Lot (other than the Lot Landscaping) in a well-maintained condition so as not to be detrimental to the other Owners. Failure of a Lot Owner to properly maintain his Lot, including any improvements, may result in the Association exercising the authority granted it under paragraph 6.7 of this Declaration. The expense of any maintenance, repair or construction of any portion of the Association Property or the Common Property necessitated by the negligent or willful acts of a Lot Owner, or his invitees, licensees, family or guests shall be borne solely by such Owner and his Lot shall be subject to an Individual Assessment for such expense.

8. ARCHITECTURAL CONTROLS.

8.1 Architectural Review and Approval. It is the intent of Developer to create upon the Property a residential community of high quality and harmonious Improvements. Accordingly, no Improvements shall be commenced, erected, placed or maintained upon any Parcel or Lot, nor shall any addition, change or alteration be made to any improvements, except by the Developer, unless and until the plans, specifications and location of same shall have been submitted to, and approved in writing by, the Architectural Review Board of the Association. All such plans and specifications shall be evaluated as to harmony of exterior design and location in relation to surrounding structures and topography, and as to conformity with the architectural standards contained herein and as otherwise established by the A.R.B. In the exercise of its power and the performance of its duties, the A.R.B. shall give due consideration to the characteristics of the community as a residential community of high standards, quality and beauty, and the ability of any proposed improvement to harmonize with that concept. The A.R.B. shall be permitted to employ aesthetic values in making its determinations. The A.R.B. shall allow any similar improvement to one lot that exists on another lot.

- 8.2 Architectural Review Board. An Architectural Review Board shall consist of any member of the Privateer Pointe Property Owners' Association, Inc. who volunteers to serve on the Board. No Officer of the Board of Directors shall be on the ARB Board. The ARB Board shall be a permanent committee of the Association and shall administer and perform the architectural review and control functions of the Association. All members of the A.R.B. must be members of the Association and shall be appointed by the Board of Directors of the Privateer Pointe Property Owners' Association, Inc.
- 8.3 Powers and Duties of the Architectural Review Board. The A.R.B. shall have the following powers and duties:
- (a) To establish the criteria to be followed when seeking any approval from the Board. This criteria shall be adopted by the A.R.B. and be made available in written form upon request by and Owner planning to appear before the Board. By reference herein said criteria, once adopted by the A.R.B., shall be enforceable as part of this Declaration.
 - (b) To enforce this architectural and landscaping controls established in the Declaration.
 - (c) Shall meet within 14 days of any submitted request and within 20 days make a written determination as to allow or not allow the request and shall give a reason for denying the request.
- 8.4 Liability for Actions of the Architectural Review Board. Neither the Directors or Officers of the Association, nor the members of the A.R.B., nor any person acting on behalf of any of them, shall be liable for the costs or damages incurred by any Owner or any other party due to any mistakes in judgment, negligence or any action of the A.R.B. in connection with the approval or disapproval of plans and specifications. Each Owner and occupant of any Lot within the Property agrees, by acquiring title thereto or an interest therein, or by assuming possession thereof, that he shall not bring any action or suit against the Directors or Officers of the Association, the members of the A.R.B. or their respective agents, in order to recover any damages caused by the actions of the A.R.B. Neither A.R.B., nor any person acting on behalf of any of them, shall be responsible for any defects in any plans or specifications, nor for any defects in any Improvement constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

9. USE OF PROPERTY AND PROTECTIVE COVENANTS.

Restrictions on Use of Lots and Common Property.

- 9.1 Residential Use. All Lots shall be used only for residential dwellings and for no other purpose. No business or commercial structure may be erected on any Lot, and no business may be conducted on any Lot.
- 9.2 Leasing. Owners may lease their homes only after having met the requirements and conditions set forth in the Rules and Regulations
- 9.3 No Subdividing. No Lot shall be resubdivided except with the prior written approval of the Association and Palm Beach County.
- 9.4 Rules and Regulations. Attached hereto as Exhibit B are the first Additional Restrictions for Privateer Pointe.
- 9.5 Abandonment. No portion of the property that is required open space may be abandoned or vacated unless the entire plat is vacated.

10. INSURANCE.

- 10.1 Insurance, other than title insurance, that shall be carried on the Common Property and the Association Property shall be governed by the following provisions.
- 10.2 Authority to Purchase; Named Insured. All insurance policies upon the Common Property and the Association Property shall be purchased by the Association and shall be placed in a single agency or company, if possible. The named insureds shall be an Insurance Trustee designated by the Association individually and as agent for

the Association, the members without naming them, and Institutional Mortgagees. Provisions shall be made for the issuance of mortgagee endorsements and memoranda of insurance to any such mortgagees. The policies shall provide that payments by the insurer for losses shall be made to the Insurance Trustee for the benefit of the members and Institutional Mortgagees, as their interests may appear. The Insurance Trustee may be any bank in Florida with trust powers, as may be designated by the Board of Directors of the Association. Owners may purchase insurance on the individual Lots, as appropriate.

10.3 It shall be the obligation of each Owner to obtain insurance on his Lot and all improvements thereon in an amount equal to the maximum insurance replacement value, excluding foundation and excavation costs.

10.4 Coverage.

(a) Casualty Insurance. All buildings and insurable Improvements on the Common Property and the Association Property shall be insured for fire and extended coverage perils, excluding foundation and excavation costs, at their maximum insurable replacement value, and all personal property owned by the Association shall be insured for its full insurable value, all as determined annually by the Board of Directors of the Association.

(b) Public Liability Insurance. The Association shall obtain public liability and property damage insurance covering all of the Common Property and the Association Property, and insuring the Association and the members as their interests appear in such amounts and providing such coverage as the Board of Directors of the Association may determine from time to time; provided that the minimum amount of coverage shall be \$500,000.00 each person, and \$1,000,000.00 each incident. The liability insurance shall include, but not be limited to, hired and non-owned automobile coverage.

(c) Other Insurance. The Board of Directors of the Association shall obtain such other insurance as they shall determine from time to time to be desirable.

(d) Subrogation Waiver. If available, the Association shall obtain policies which provide that the insurer waives its right to subrogation as to any claim against members, the Association and their respective servants, agents and guests.

10.5 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out any of the provisions of this Article shall be a Common Expense.

10.6 Shares of Proceeds. The Insurance Trustee shall not be liable for the payment of premiums not the renewal or the sufficiency of policies nor the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the proceeds in trust for the purposes elsewhere stated herein for the benefit of the members and Institutional Mortgagees in the following shares, which shares need not be set forth on the records of the Insurance Trustee:

(a) Common Property. Proceeds on account of damage to Common Property or the Association Property shall be an equal undivided share for each member.

(b) Institutional Mortgagees. In the event a mortgagee endorsement has been issued regarding an Improvement, the share of the Owner shall be held in trust for the Institutional Mortgagee and the Owner as their interest may appear; provided, however, that no Institutional Mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged improvement shall be reconstructed or repaired, nor any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distribution of such proceeds made to the Lot Owner and Institutional Mortgagee pursuant to the provisions of this Declaration.

10.7 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the members in the following manner:

(a) Expense of the Trust. All expenses of the Insurance Trust shall be paid first, or provisions made for such payment.

(b) Reconstruction or Repair. If the damage for which proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as hereinafter provided. Any proceeds which remain after defraying such costs shall be distributed to the members.

- (c) Failure to Reconstruct or Repair. If it is determined in the manner hereinafter provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the Owner. There shall be no distribution of remaining proceeds until all debris, remains and residue have been cleared and removed, and the damaged area has been property landscaped. In the event of loss or damage to personal and/or real property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal and/or real property as may be lost or damaged, the proceeds shall be distributed to the Owners.
- (d) Certificate. In making distribution to Owners, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary as to the names of the Owners and their respective shares of the distribution.

10.8 Association's Power to Compromise Claims. The Board of Directors of the Association is hereby irrevocably appointed agent for each owner and for each Institutional Mortgagee or other lien holder, for the purpose of compromising and settling all claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefore upon payment of claims.

11. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

- 11.1 Determination to Reconstruct or Repair. If any part of the Common Property or the Association Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:
 - (a) Common Property. If the damaged improvement is part of the Common Property, the damaged property shall be reconstructed or repaired unless it is determined by the members of the Association that it shall not be reconstructed or repaired.
 - (b) Association Property. If the damaged property is Association Property, the Board of Directors of the Association shall determine whether the damaged property shall be reconstructed, replaced or repaired
 - (c) Certificate. The Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.
- 11.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original buildings; or if not, then according to the plans and specifications approved by the Board of Directors of the Association.
- 11.3 Estimates of Costs. Immediately after a determination is made to rebuild, replace or repair damage to property for which the Association has the responsibility of reconstructing, replacement or repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild, replace or repair. Such costs may include professional fees and premiums for such bonds as the Board of Directors requires.
- 11.4 Special Assessments. The amount by which an award of insurance proceeds to the Insurance Trustee is reduced on account of a deductible clause in an insurance policy shall be assessed equally against all Owners as a Special Assessment. If the proceeds of such Special Assessment and of the insurance are not sufficient to defray the estimated costs of reconstruction, replacement and repair by the Association, or if at any time during reconstruction, replacement and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Special Assessments shall be made against the Owners in sufficient amounts to provide funds for the payment of such costs.
- 11.5 Construction Funds. The funds for the payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from Special Assessments against Owners, shall be distributed in payment of such costs in the following manner:
 - (a) Association. If the total of Special Assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair that is the responsibility of the Association is Twenty-Five Thousand Dollars (\$25,000.00) or more, then the sums paid upon such Special Assessments shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such Special Assessments and disburse them in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of Special Assessments on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of repair and construction in the following manner and order:

- (1) Association — Lesser Damage. If the amount of the estimated costs of reconstruction, replacement and repair that is the responsibility of the Association is less than Twenty-Five Thousand Dollars (\$25,000.00), the construction fund shall be disbursed in payment of such costs upon the order of the Association.
- (2) Association — Major Damage. If the amount of the estimated costs of reconstruction, replacement and repair that is the responsibility of the Association is Twenty-Five Thousand Dollars (25,000.00) or more, then the construction funds held by the Insurance Trustee shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association, and upon approval by an architect qualified to practice in Florida and employed by the Association to supervise the work.
- (3) Surplus. It shall be presumed that the first monies disbursed in payment of costs and reconstruction, replacement and repair shall be from insurance proceeds. If there is a balance in the construction fund after payment of all costs of the reconstruction, replacement and repair for which the fund is established, such balance shall be distributed equally to the Owners.
- (4) Certificate. Notwithstanding the provisions of this Declaration, the Insurance Trustee shall not be required to determine whether or not sums paid by the Owners upon Special Assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary as to any and all of such matters and stating the name of the payee and the amount to be paid.

11.6 Equitable Relief. In the event of major damage to or destruction of part of the Common Property or Association Property and in the event the Property is not repaired, reconstructed, replaced or rebuilt within a reasonable period of time, any member shall have the right to petition a court of equity, having jurisdiction in and for the County, for equitable relief.

12. INDEMNIFICATION OF DIRECTORS AND OFFICERS, MEMBERS OF THE ARCHITECTURAL CONTROL BOARD.

12.1 Every Director and Officer of the Association, and member of the Architectural Control Board shall be indemnified by the Association against all expenses and liability, including attorney's fees, incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his having been a Director, Officer, or member of the A.R.B., whether or not he is a Director, Officer or member at the time such expenses are incurred, except in such cases where the Director, Officer or member is determined by a Court of competent jurisdiction to have engaged in willful misfeasance or malfeasance in the performance of his duties, ultra vires acts, or breach of their fiduciary duty to the Association, provided, however, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director, Officer or member seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Officer, Director or member may be entitled.

13. GENERAL PROVISIONS.

13.1 Assignment. All of the rights, powers, obligations, easements and estates reserved by, or granted to, the Association, as the case may be. After such assignment, the Association shall be relieved and released of all obligations with respect to such right, power, obligation, easement or estate.

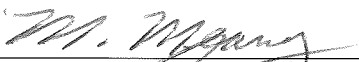
13.2 Amendment. This Declaration may be amended upon the recordation of an appropriate instrument in the Public Records of the County; subject, however to the following provisions:


- (a) Except as provided herein below, an amendment initiated by any party other than Developer must obtain the approval of at least seventy-five percent (75%) of the Owners; provided, .

- (b) This Declaration may be amended, at any time, without the joinder or consent of other Owners, Institutional Mortgages or any other party, for the purpose of subjecting additional real property to the provisions hereof, or for the purpose of complying with governmental or lender requirements.
 - (c) Any amendment to this Declaration which would affect any Water Management System which may now hereafter exist upon or within the Property, must have the prior approval of South Florida Water Management District.
 - (d) Any duly adopted amendment to this Declaration shall run with and bind the Property for the same period and to the same extent as do the covenants and restrictions set forth herein.
- 13.3 Duration. All of the covenants, restrictions and other provisions of this Declaration shall run with and bind the Property for a term of twenty-one (21) years from the date of recordation of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument executed by at least seventy percent (70%) of the then Owners, has been recorded, agreeing to change or terminate these covenants and restrictions.
- 13.4 Covenants Running with the Property. The agreements, covenants, conditions, restrictions, assessments, liens and other provisions contained herein shall constitute a servitude upon the Property and each portion thereof, shall run with the Property, shall be binding upon the Owners of any portion thereof, and shall inure to the benefit of the Association and the Owners of Parcels or Lots within the Property.
- 13.5 Enforcement of Declaration. The enforcement of this Declaration may be proceeding at law for damages or in equity to compel compliance with its terms or to prevent violation or breach of any of the covenants or terms herein. Enforcement may be sought by the Association or any Owner, and should the parties seeking enforcement be the prevailing party then the person against whom enforcement has been sought shall pay all costs and reasonable attorney's fees at all trial and appellate levels to the prevailing party. The failure or refusal of the Association or any Owner to enforce any of the provisions of this Declaration shall in no event be deemed to constitute a waiver of the right to do so thereafter. This right of enforcement shall likewise apply to any additional covenants, restrictions, reservations, assessments, liens and other terms and provisions additionally imposed.
- 13.6 Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage paid, to the last known address of the person who appears as an Owner or member of the records of the Association at the time of such mailing.
- 13.7 Severability. Invalidation of any one of the covenants or restrictions contained herein by judgment or court order shall in no way affect any other provision hereof, which shall remain in full force and effect.
- 13.8 Effective Date. This Declaration shall become effective upon its recordation in the Public Records of the County.

IN WITNESS WHEREOF, the Association have caused this Amended and Restated Declaration to be executed the day and year first above-written.

Signed, sealed and delivered
in the presence of:





PRIVATEER POINTE PROPERTY OWNERS'
ASSOCIATION, INC.



By its President
Daniel DiPersico

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 8th day of August, 2017
by Daniel J. Perrow, well known to me to be President of PRIVATEER POINTE PROPERTY OWNERS'
ASSOCIATION, INC., a Florida corporation not for profit, for any on behalf of the corporation.

(NOTARY SEAL)

N. Elif Aslan
NOTARY PUBLIC, State of Florida



N. Elif Aslan
COMMISSION #FF901095
EXPIRES: August 30, 2019
WWW.AARONNOTARY.COM

My Commission Expires:

EXHIBIT "A"

All of that parcel of land known as PRIVATEER POINTE, according to the Plat thereof recorded in Plat Book 56, Page 153, Public Records of Palm Beach County, Florida.

EXHIBIT "B"
PRIVATEER POINTE
INITIAL RULES AND REGULATIONS

The following minimum standards and prohibited uses shall be applicable to the single family residential lots shown on the Plat of PRIVATEER POINTE.

1. Each dwelling shall have a light in the front yard, the design of which will be uniform and as approved by the A.R.B. The light shall be placed on a suitable post elevated at least 5 feet and shall be at the location of the original light. This light shall be on a photo-cell switch which lights the light from dusk to dawn automatically
2. No additional building, structure or object, except approved fences, gates entrances or landscaping, shall be erected, placed or maintained on any lot.
3. 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. All garbage placed in such containers shall be sealed in standard trash bags made of material of sufficient strength to contain garbage placed therein without ripping or tearing.
4. No outdoor clothesline of any kind shall be constructed or used, nor shall any clothes, bedclothes or cloth materials of any kind be placed outside of any building to drying or airing.
5. No air conditioning, heating, or other appliances of any kind shall be constructed or placed upon any roof of any building or any part hereof, except solar heating units approved by the A.R.B.
6. All exteriors of buildings, outbuildings, or fences and all exterior surfaces of any type, quality, or nature shall be painted or otherwise covered in uniform, soft colors. All colors of exterior surfaces shall be subject to approval by the A.R.B. unless the structure is repainted with the same color that is currently on the surface.
7. No temporary building, tent, structure, or improvements shall be constructed, erected or maintained without the prior approval of the A.R.B.
8. 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.
9. 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.
10. No truck, tractor, trailer, mobile home, motor home, motorcycle or boat shall be kept, parked, or stored on any lot except within an enclosed garage. Pick-up trucks are to be exempted from this provision.
11. No signs, except small name signs approved by the A.R.B. shall be placed, erected or displayed on any lot.
12. PARKING: Parking on Privateer Court will be limited to commercial vehicles in front of the the parcel that the vendor is servicing and then limited to regular business hours (9a-6p). Any overflow must be directed to the end of the street /resident designated trailer parking area. Parking on pool-side of the street and on the grass is prohibited.
13. PETS: All Pets must be restrained at all times when outside of the owner's home. Owners must immediately pickup after their animal.
 - a. No more than (4) four pets per parcel.

14. Outdoor Lighting /Noise Curfew – No outdoor lighting which illuminates any other parcel or loud noise of any kind shall be permitted after 9 pm
15. Minimum Landscape Maintenance: Owners must prevent any overgrown landscaping or untrimmed trees, bushes, hedges, or shrubs. Owners are responsible to perform regular routine maintenance of their landscaping, should an owner fail to comply, the Association, after a single 30 day notice, may, but is not obligated to, perform the maintenance in the owners stead and the cost of which shall be added as a charge against the owners lots and considered a lien against the owners property.
16. All leases must be approved prior to occupancy. Owners may lease only their entire home, no subletting is permitted.
17. Owners must submit a lease application and a copy of the proposed lease at least 60 days prior to the commencement of the lease.
18. All leases are deemed to include the governing documents and all Owners are responsible for providing a complete copy of the governing documents to their tenants. All tenant violations are deemed to be the violation of the owner.
19. Homes may be leased only to a single family within one degree or to any individual. All persons who are tenants in a home must be related by blood, marriage or adoption.
20. Any lease made in violation of these Rules is void ab initio and the Association may evict the tenant. The Association may also evict any tenant for any violation of the Rules or the governing documents.
21. The trailer storage area should not be used by anyone other than members of association; storage should only be for boat trailers.
22. Use of the boat ramp shall be limited to PPHOA members; invited guests can only use the boat ramp when accompanied by a member of the association. Invited guests may use the board ramp when “prepping” or “removing” an owners boat
23. New property owners must obtain a copy of the governing documents as part of their closings and are deemed to have received them in their closing. It is the duty of the buyer to ensure that they request a copy from their closing agent
24. Pool area: no member should be allowed to be a nuisance, loud music that can be heard outside of the pool area or is a disturbance to other members trying to enjoy the pool should not be tolerated, Personal items left overnight in the pool area are deemed abandoned property. Abandoned property is subject to being disposed of and no owner, nor any guest, or invitee shall have any claim regarding the disposal of their abandoned property.
25. Quiet enjoyment: In consideration of all neighbors’ rights to a quiet neighborhood any loud noise from music, conversations, motorcycles, vehicle exhaust or any other producers of loud noise is strictly forbidden and any violators, shall be subject to fines or suspension in conformance with Fla. Stat. 720.305
26. Architectural standards should include that soft pastel paint colors be used for the main house color and white paint for trim boards, all elements of construction shall be in keeping with the Key West style. Metal or Asphalt roofing materials are to be allowed only, as long as it complements the existing dark color asphalt shingle roofs, metal roofing color to match previously used to this point. Ductless mini split air conditioners are to be allowed as long as the tubing and condenser is hidden from view. Unit to be similar to the below link:

https://www.comfortup.com/mitsubishi-my-g115na-15-000-btu-21-6-seer-wall-mount-ductless-mini-split-air-conditioner-208-230v?gclid=Cj0KEQIAot_FBRCqt8jVsoDKoZABEiQAqFL76Hr6yCWNK114-PzCEuMps9_hvL7nArxDa7AQ4cMFqOcaAqZ68P8HAQ

27. Trailer Storage: All members have an equal right to store boat trailers at the designated trailer parking area regardless of type. Guest shall not store any trailer on Association property or any member's lot

EXHIBIT "C"

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
PRIVATEER POINTE PROPERTY OWNERS' ASSOCIATION, INC.
(a corporation not for profit under the laws of the State of Florida)

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes as amended, and certify as follows:

ARTICLE I
NAME

The name of the corporation shall be Privateer Pointe Property Owners' Association, Inc. For convenience, the corporation shall be referred to in this instrument as the "Association".

ARTICLE II
PURPOSE

- A. The purpose for which the association is organized is to provide an entity to own, maintain, and operate certain lands located in Palm Beach County, Florida, which lands are to be used in common by all the members of the Association, which membership shall consist of all of the Parcel Owners at Privateer Pointe. The Association shall be responsible for the management of Privateer Pointe in keeping with the terms and conditions as set forth in the DECLARATION OF COVENANTS AND RESTRICTIONS FOR PRIVATEER POINTE (The "Declaration"), and as same may be amended from time to time.
- B. All of the terms used in these Articles of Incorporation shall have the same definitions and meanings as set forth in the Declaration.
- C. The Association shall make no distribution of income to its members, Directors and Officers.

ARTICLE III
POWERS

The powers of the Association shall include and be governed by the following provisions:

- A. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these articles, or with the terms of the Declaration of Covenants and Restrictions for Privateer Pointe.
- B. The Association shall have all the powers and duties set forth in the Declaration of Covenants and Restrictions for Privateer Pointe, except as limited by these Articles, and all of the powers and duties reasonably necessary to operate and administer the Privateer Pointe Properties pursuant to the Declaration and as it may be amended from time to time, including but not limited to the following.
 - 1. To make and collect assessments against members to defray the costs and expenses to the Association Property.
 - 2. To use the proceeds of assessments in the exercise of its powers and duties.
 - 3. To maintain, repair, replace and operate the Property of the Association
 - 4. To purchase insurance upon the Property of the Association and insurance for the protection of the Association and its members, as determined by the Board of Directors.
 - 5. To dedicate or to transfer all of any part of the Association's property to any public agency, authority, or utility for such purpose and subject to such conditions as may be approved by not less than fifty-one percent (51%) of the membership of the Association, and approved by not less than a majority of the institutional mortgagees holding mortgages encumbering the parcels.
 - 6. To reconstruct the Improvements to the Association's Property, after casualty, and to further improve the Association's Property, as provided in the Declaration.

7. To make and amend reasonable regulations regarding the use of the Property of the Association, provided that notice of the proposed modification, addition, or deletion to the regulations is sent by U.S. Certified Mail, return receipt requested, to each member of the Association at least thirty (30) days before the proposed modification, addition, or deletion becomes effective.
 8. To contract for the management of the Association Property and to delegate to such contractors all powers and duties of the Association except such as are specifically required by the Declaration of Covenants and Restrictions of Privateer Pointe Landing to have the approval of the Board of Directors or the membership of the Association. Any such contract may not exceed three (3) years, and must provide for termination by either party without cause and without payment of a termination fee of sixty (60) days written notice.
 9. To employ personnel for reasonable compensation to perform the services required for proper operation and administration of the Association Property.
 10. To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws of the Association and the regulations for the use of the Association's Property as same may be promulgated modified, or amended from time to time by the Association.
 11. To pay taxes and assessments, which are liens against any part of the Association's property.
 12. To pay the costs of all power, water, sewer, and other utility services rendered to the Property of the Association, and not billed to Owners of Lots.
 13. To suspend the right to use and enjoy the Association's Property and facilities of any member for any period during which any assessment shall remain unpaid.
 14. To do such other things as may be necessary in order to perform the duties and to exercise the power provided for the Association in the Declaration.
- C. The Association shall not have the power to purchase a Lot except at sales in foreclosure of liens for assessments for common expenses, at which sales the Association shall bid not more than the amount secured by its lien.
- D. All funds and the titles of all Properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration, these Articles of Incorporation, and the By-Laws.
- E. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration.

ARTICLE IV
MEMBERS

- A. The members of the Association shall consist of all the record Owners of Lots in Privateer Pointe. However only one person per lot shall have any vote and that person shall be identified to all of the Association members
- B. Change of membership in the Association shall be established by recording in the Public Records of Palm Beach County, Florida, a deed or other instrument establishing a record title to a Lot at Privateer Pointe, and the delivery to the Association of a copy of such recorded instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior Owner is terminated as of the date of recording of such instrument.
- C. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except upon transfer of title of his Lot.
- D. The Owner of each Lot shall be entitled to one vote as a member of the Association The exact number of votes to be cast by Owners and the manner of exercising voting rights, shall be determined by the By-Laws of the Association; subject, however, to the terms and conditions of the Declaration.

ARTICLE V
DIRECTORS

- A. The affairs of the Association shall be managed by a Board which shall consist of not less than (10) directors. Pursuant to the By-Laws, one record owner of a Lot shown on the Plat of Privateer Pointe as said plat is recorded in Plat Book 56, Page 153 of the Public Records of Palm Beach County, Florida, is designated as the voting member by all of the record owners of the Lot. Therefore, since there are a total of ten (10) Lots in the Plat of Privateer Pointe, there are a total of ten (10) votes. Each voting member of the Association shall be entitled to appoint and/or cast one (1) vote for one (1) director of the Association, unless the voting member's voting rights shall have been suspended

ARTICLE VI
OFFICERS

The affairs of the Association shall be administered by the Officers designated in the By-Laws. The Officers shall be elected by the Board of Directors at its meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors.

ARTICLE VII
INDEMNIFICATION

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

ARTICLE VIII
BY-LAWS

The By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner provided by the By-Laws.

ARTICLE IX
AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

- A. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
- B. A resolution approving a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided:
1. Such approvals must be by not less than sixty percent (60%) of the entire membership of the Board of Directors and by not less than sixty percent (60%) of the votes of the membership of the Association voting in person, email and by proxy; or
 2. By not less than sixty (60%) of the votes of the membership of the Association filing in person, email or by proxy at a meeting held for such purpose.
- C. Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members without approval in writing by all members, and joinder of all record owners of mortgages upon the Parcels. No amendment shall be made that it is in conflict with the Declaration of the laws of the State of Florida.

ARTICLE X
TERM

The term of the Association shall be perpetual.

ARTICLE XI
DISSOLUTION

In the event of dissolution or final liquidation of the Association, the assets, both real and personal of the Association, shall be dedicated to any appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any non-profit corporation, association, trust, or other organization, to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. No such disposition of Association properties shall be effective to divest or diminish any right or title of any member vested in him under the Declaration unless made in accordance with the provisions of such Declaration or any recorded deed.

ARTICLE XII
INCORPORATORS


The names and addresses of the incorporators of these Articles of Incorporation are as follows:

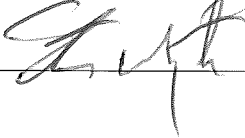
ARTICLE XIII
REGISTERED AGENT AND OFFICE


The registered agent of the corporation shall be George W. Bush, Jr., Esq. 3473 SE WILLOUGHBY BLVD STUART, FL 34994.

Signed, sealed and delivered
in the presence of:

PRIVATEER POINTE PROPERTY OWNERS'
ASSOCIATION, INC.





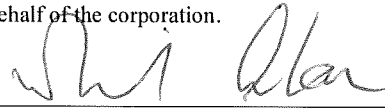


By its President
Daniel DiPersico

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 8th day of August, 2017 by Daniel DiPersico, well known to me to be President of PRIVATEER POINTE PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation not for profit, for any on behalf of the corporation.

(NOTARY SEAL)



NOTARY PUBLIC, State of Florida

My Commission Expires:



N. Eif Aslan
COMMISSION #FF901095
EXPIRES: August 30, 2019
WWW.AARONNOTARY.COM

EXHIBIT "D"

AMENDED AND RESTATED BY-LAWS OF

PRIVATEER POINTE PROPERTY OWNERS' ASSOCIATION, INC.
(a corporation not for profit under the laws of the State of Florida)

ARTICLE I
IDENTITY

These are the By-Laws of PRIVATEER POINTE PROPERTY OWNERS' ASSOCIATION, INC., hereinafter 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 on the 25th day of March, 1988. The Association has been organized for the use and purpose of owning, operating, controlling and regulating the use of the amenities located in Privateer Pointe; of promoting, assisting and providing adequate maintenance of Privateer Pointe for the benefit of all Owners therein; of providing and promoting recreational activity within Privateer Pointe through the acquisition of land and facilities (whether by fee simple ownership, leasehold or other possessory use interest), the maintenance of the land and facilities, and such other means and methods as it may deem in the best interest of the members; to exercise all powers and discharge all responsibilities granted to it as a corporation under the laws of the State of Florida, its Articles of Incorporation, these By-Laws, and the Declaration; to acquire, hold, convey and otherwise deal with any real and/or personal property in the Association's capacity as a Property Owners' Association; and to otherwise engage in such additional lawful activities for the benefit, use, convenience and enjoyment of its members as it may deem proper.

For the convenience of distribution and access; all records, documents, minutes, budgets and any official records of the association shall be digitized not later than July 1, 2018 in the manner set forth in Fla. Stat. Chapter 720, and shall be available for member access via the internet.

- A. The office of the Association shall be at 110 Privateer Court, Jupiter, Florida 33458.
- B. The fiscal year of the Association shall be the calendar year.
- C. 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 the incorporation.
- D. The words and phrases used in these By-Laws shall have the same meanings herein as they have in the DECLARATION OF COVENANTS AND RESTRICTIONS OF PRIVATEER POINTE.

ARTICLE II
MEMBERS' MEETINGS

- A. The qualification of members, the manner of their admission to membership in the Association, and the manner of the termination of such membership shall be as set forth in Article IV of the Articles of Incorporation.
- B. The annual members' meeting shall be held at such time, date and location Palm Beach County, Florida, as shall be designated in the notice of meeting for the purpose of electing Directors and transacting any other business authorized to be transacted by the members.
- C. Special members' meetings shall be held at such location in Palm Beach County, Florida as shall be designated in the Notice of Meeting 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 forty percent (40%) of the votes of the entire membership.

- D. A written notice of all members' meetings (annual or special) shall be mailed and emailed (to any member who has opted in for email notice and provided a working email address to the Association) to each member stating the time and place and the object for which the meeting is called, and shall be given by the President, Vice President or Secretary unless waived in writing. Such notice shall be mailed to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such meeting may be waived before or after meetings.
- E. The membership may, at the discretion of the Board, act by written agreement in lieu of a meeting; provided, however, that written notice of the matters to be determined by such members is given to the membership at the addresses and within the time periods set forth herein for notice of meetings; or is duly waived by such members. Any determination by written agreement shall be determined by the number of members capable of determining the subject matter at a members' meeting. The quorum requirements shall be the same as for a members' meeting. Any notice requesting the written agreement of the membership shall set forth a time period in which a response may be made.
- F. A quorum of the members shall consist of those persons entitled to cast a majority of the votes of the entire membership. A member may join in the action of a meeting by signing the minutes thereof, and such signing shall constitute the presence of such member for the purpose of determining a quorum. 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, except when approval by a greater number of members is required by the Declaration, the Articles of Incorporation or these By-Laws.
- G. If at any meeting of the membership, there shall be less than a quorum present, the President, and in the absence of the President, then the majority of those present, may adjourn the meeting from time to time until a quorum is present. Any business which might have been transacted at a meeting as originally called may be transacted at any adjourned meeting thereof. In case of the adjournment of a meeting, notice to the members of such adjournment shall be as determined by the President or in his absence by the majority of the members present.
- H. Minutes of all meetings of the members shall be kept in a businesslike manner, and in the digital format once the Association converts to electronic record keeping and shall be available, upon reasonable notice and at reasonable times, for inspection by the members and Directors at the office of the Association.
- I. Voting.
1. In any meeting of members, the Owners of each Lot shall be entitled to cast one vote as the Owner of a Lot.
 2. If a Lot is owned by one person, the right to vote shall be established by the record title to the 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 to by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot concerned. A certificate designating the person entitled to cast the vote of the Lot may be revoked by any Owner of a Lot. If such a certificate is not on file, the vote of such Owner shall not be considered in determining the requirement for a quorum nor for any other purpose. This certificate, upon receipt, shall be kept in the official records of the association and will be available for inspection pursuant to a records request submitted under Fla. Stat. 720.303 or via digital access at the time the Association converts to digital records.
 3. Votes may be cast in person or by proxy. A proxy must be designated in writing by any person entitled to vote, and shall be valid only for the particular meeting designated in the proxy. It must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.
 4. No member shall be allowed to exercise his vote or serve as a Director unless he is current on all assessments.

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

1. Election of chairman of the meeting.
2. Calling of the roll and certifying of proxies.
3. Proof of notice of meeting or waiver of notice.
4. Reading and disposal of any unapproved minutes.
5. Report of officers.
6. Reports of committees.
7. Election of inspectors of elections.
8. Election of directors.
9. Unfinished business.
10. New business.
11. Adjournment.

ARTICLE III DIRECTORS

- A. The affairs of the Association shall be managed by a Board of Directors which shall consist of no fewer than five directors and no more than ten directors. No lot shall be entitled to have more than one of its owners as a Director, nor shall any lot be required to have a member of the Board of Directors. Placement on the Board of Directors shall be a right of ownership and not be subject to a vote. Each lot owner (owners) will name in writing and have it presented to the Secretary to be entered into the official records one owner as a Director at or 30 days before the annual meeting which is held the third Tuesday of every January. If a Lot is owned by more than one person, or is under lease, the person entitled to the vote for the Lot, as Director, shall be designated by a certificate signed by all of the record Owners of the Lot and filed with the Secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot concerned. A certificate designating the person entitled to cast the vote of the Lot may be revoked by any Owner of a Lot
- B. The annual members meeting will be held the third Tuesday of every January and the organizational meeting of the Board of Directors shall be held immediately following the annual meeting of the members and that no further notice of the organizational meeting shall be necessary. At the organizational meeting, the Directors shall elect a President, Vice President, Secretary and Treasurer.
- C. Regular meetings of the Board of Directors may be held at such time and place and shall be determined, from time to time by a majority of the Directors. Notices of all board meetings must be mailed (and emailed where the lot owner has registered an email address and designated the email address as the "notice address" for the property) to each member and may be posted in a conspicuous place in the community at least 14 days in advance of the meetings, except in an emergency. All notices must include the reason for the meeting. If there will be a vote at the meeting that item or items to be voted on must appear in the notice. Any Directory may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent of the giving of the notice.
- D. If twenty percent of the total voting interest petition the Board to address an item of business, the Board, at its next regular board meeting or at a special meeting of the Board, but not later than sixty days after receipt of the petition, shall take the petitioned item up on an Agenda. The Board shall give all members notice of the meeting at which the petitioned item shall be addressed in accordance with the notice requirement.
- E. A quorum at Directors' meetings shall consist of a majority of the entire Board of 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 provided by a greater number of Directors as required by the Articles of Incorporation or these By-Laws.
- F. If at any meeting of the Board of Directors there is 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.

- G. 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 Directors for the purpose of determining a quorum.
- H. The presiding officer at Directors' meetings shall be the President. In the absence of the President, the Directors present shall designate one of their number to preside.
- I. At the annual meeting any Director of the Board of Directors may resign in writing by providing such resignation to the Association's Secretary at any time during a term of office as Director. The resigned director shall not be a member of the Board of Directors for the remainder of the corresponding term.
- J. The order of business at Directors' meetings shall be as follows:
 - 1. Calling of the role.
 - 2. Proof of due notice of meeting.
 - 3. Reading and disposal any unapproved minutes.
 - 4. Reports of officers and committees.
 - 5. Election of officers.
 - 6. Unfinished business.
 - 7. New business.
 - 8. Adjournment.
- K. The Association will hire an Independent Association attorney on a permanent recurring annual basis. "Independent" means an attorney who has never represented nor known any of the residents. Said attorney shall be retained prior to each January annual meeting. Any retainer agreement entered into by the Association shall require that said attorney to attend every January annual meeting for a minimum of one hour for the purpose of fielding questions or concerns from unit owners.

ARTICLE IV
POWERS AND DUTIES OF
THE BOARD OF DIRECTORS

- A. All of the powers and duties of the Association existing under the Declaration, the Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Directors, its agent, contractors or employees, subject only to approval of Lot owners when such is specifically required. Such powers and duties shall be exercised in accordance with the documents hereinbefore stated, and shall include, but not be limited to the following:
 - 1. Making, establishing, amending and enforcing reasonable rules and regulations governing the portions of Privateer Pointe.
 - 2. Making, levying, collecting and enforcing assessments against members to provide funds to pay the Association expenses. Such assessments shall be collected by the Association by payments made directly to the Association by members in the manner set forth in the documents described above.
 - 3. Maintaining, managing, administering, operating, repairing and replacing the improvements and personal property, including any swimming pool or recreational facilities located within the portion of Privateer Pointe under Association jurisdiction.
 - 4. Enforcing by legal means the provisions of the Declaration, including levying fines.
 - 5. Retaining independent contractors and professional personnel and entering into and terminating service, supply and management agreements and contracts to provide for the administration, management, operation, repair and maintenance of the portions of Privateer Pointe over which the Association has jurisdiction.
 - 6. Hiring and retaining such employees and/or contractors as are necessary to administer and carry out the services required for the proper administration of the purposes of the Association and paying all of the salaries therefore.
 - 7. Paying costs of all power, water, sewer and other utility services rendered to the portion of Privateer Pointe over which the Association has jurisdiction and not billed to individual "Owners".

8. Paying taxes and assessments which are or may become liens against any property located on the portions of Privateer Pointe over which the Association has jurisdiction and assessing the same against Lots.
9. Purchasing and carrying insurance for the protection of Owners and the Association against casualty and liability with respect to portions of Privateer Pointe over which the Association has jurisdiction in accordance with the Declaration.
10. Maintaining or contracting for the maintenance of all Lot Landscaping as provided in the Declaration.

ARTICLE V
OFFICERS

- A. The executive officers of the Association shall be a President, who shall be a Director, a Vice-President, who shall be a Director, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors and who may be preemptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not be also the Secretary or Assistant Secretary. The Board of Directors, from time to time, shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.
- B. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of the President of an Association, including but not limited to the power to appoint committees from among the members from time to time, as he in his discretion may determine appropriate, to assist in the conduct of the affairs of the Association.
- C. The Vice-President, in the absence or disability of the President, shall exercise the power and perform the duties of the President. He also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the Directors.
- D. The Secretary shall keep the minutes of all proceedings of the Directors and members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of 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 Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.
- E. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He 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.
- F. The compensation of all employees of the Association shall be fixed by the Directors. The provision that Directors' fees shall be determined by members shall not preclude the Board of Directors from employing a Director as an employee of the Association.

ARTICLE VI
FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Articles of Incorporation shall be supplemented by the following provisions:

- A. Accounts. The expenditures of the Association shall be created and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:
 1. Current/Operating Expense. (i.e., landscaping, maintenance, utilities, sanitation, supplies, administration, legal, insurance, management, and the like), which shall include all expenditures within the year for which the budget is made, excluding those expenses chargeable to the accounts delineated in Paragraphs 2 through 4 next hereinbelow.

2. Current/Operating Expense Contingency, which shall include an allowance for the contingency where actual operating/current expenses exceed the budgeted amount thereof.
 3. Reserve for Deferred Maintenance and for Replacement. The reserve for deferred maintenance shall include funds for maintenance items that occur less frequently than annually. The reserve for replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.
 4. Betterments, which shall include the funds to be used for capital expenditures for additional improvement or additional personal property that will be part of the recreational facility.
- B. The Board of Directors shall adopt a budget for each year that shall include the estimated funds required to defray the expenditures and to provide and maintain funds for the foregoing accounts and reserves according to good accounting procedures as follows.
1. Current/Operating expenses.
 2. Current/Operating expense contingency.
 3. Reserve for deferred maintenance and for replacement.
 4. Betterments, which shall include the funds to be used for capital expenditures for additional improvements to the common property; provided, however, that expenditures in excess of \$1,000.00 from this fund for a single item or for a single purpose shall require the vote of a majority of the members present at the duly called meeting.
 5. Copies of the budget and proposed assessments shall be transmitted to each member of the Association before the end of the fiscal year, 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. The fiscal year shall be the calendar year. Upon approval of the budget or any amended budget a copy shall be available for inspection and copying to all members within two weeks after approval and shall be available in digital format once the Association has converted to digital records.
- C. Assessments against the Lot Owners for their shares of the budget shall be made for the year annually in advance before the end of the calendar year proceeding the year for which the assessments are made but not later than two weeks from the date the budget is approved. 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 monthly installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event that the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. In the event that the increase exceeds 115% of the annual assessment for the preceding year, the Board of Directors, upon written application of ten per cent (10%) of the members of the Board, shall call a special meeting of members within thirty (30) days, upon not less than ten (10) days written notice to each member. At a special meeting, members shall consider and enact a budget. In determining whether assessments exceed 115% of similar assessments in prior years, any authorized provisions for reserves for deferred maintenance and for replacement or for betterments shall be excluded from the computation.
- D. If a member shall be in default in the payments of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the member and the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the member, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.
- E. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such expenditures is given to the members concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the members concerned, the assessment shall become effective and shall be due after the thirty (30) days' notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

- F. The depository of the Association shall be such bank or banks and/or savings and loan association as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawals of monies from such accounts shall be only by checks signed by such person as are authorized by the Directors.
- G. At the Annual Meeting of the Association, the members present shall determine by a majority vote whether an audit of the accounts of the Association for the year shall be made by a Certified Public Accountant, a Public Accountant, or by an auditing committee consisting of not less than three members of the Association, none of which shall be Board members. The costs of audit shall be paid by the Association.
- H. Fidelity Bonds shall be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for the Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total of two monthly assessments against members for common expenses. The premiums on such bonds shall be paid by the Association

ARTICLE VII
PARLIAMENTARY RULES

These By-Laws may be amended in the following manner:

- A. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
- B. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approval must be by:
 - 1. Not less than seventy percent (70 %) of the entire membership of the Board of Directors and not less than sixty percent (60%) of the votes of the membership of the Association voting in person or by proxy; or
 - 2. Not less than sixty percent (60%) of the votes of the membership of the Association voting in person, email or by proxy; or
 - 3. .
- C. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the By-Laws, which certificate shall be executed by the officers of the Association with the formality of the execution of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the Public Records of Palm Beach County, Florida.
- D. These By-Laws shall not be amended in any manner which shall amend, abridge, modify, or conflict with the provisions of any institutional mortgagee, having a first mortgage on a Lot, without prior written consent of the institutional mortgagee affected.

The foregoing were adopted as the Amended and Restated By-Laws of Privateer Pointe Property Owners' Association, Inc., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the 27th day of August, 2017.

PRIVATEER POINTE PROPERTY OWNERS'
ASSOCIATION, INC.

(CORPORATE SEAL)

Attest:

Secretary

State of New York
County of Suffolk

Laura Trill sworn before me this
12th day of August 2017.

Kim Bass

KIM BASS
Notary Public, State of New York
No. 4335810
Qualified in Suffolk County
Commission Expires July 21, 2018