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HUNTINGTON WOODS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by HUNTINGTON WOODS DEVELOPMENT CO., hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of certain property in Palm Beach County, State of Florida, which is more particularly described as:

- All of Lot 1, Block "A"
- All of Lots 1 and 29, Block "B"
- All of Lots 1 through 65 inclusive, Block "D"
- All of Lots 1 through 60 inclusive, Block "E"
- All a part of HUNTINGTON WOODS, recorded in Plat Book 48, pages 111-113 of the Public Records of Palm Beach County, Florida, said HUNTINGTON WOODS being a replat of HAWTHORN SUBDIVISION, recorded on Plat Book 30, pages 107 and 108 of said Public Records and part of HAWTHORN II, recorded in Plat Book 31, page 31 of said Public Records and lying in Section 14, Township 43 South, Range 41 East, Village of Royal Palm Beach, Palm Beach County, Florida, also known as Phase "I".

NOW, THEREFORE, Developer hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

The following terms, when used in this Declaration, shall have the meanings herein set forth:

A. "Developer" means Huntington Woods Development Co., a Florida corporation, its successors and assigns. Developer may assign all or a portion of its rights or obligations hereunder by a written instrument setting forth the rights or obligations as so assigned to other parties or entities and, to the extent of

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such rights or obligations specifically so conveyed or assigned, such party or entity shall also be a developer hereunder if so stated in such written instrument.

B. "Huntington Woods" means the planned residential community being developed by Developer upon the real property described as "Huntington Woods" according to the plat thereof, recorded in Plat Book 48, Page 111-113 of the Public Records of Palm Beach County together with any improvements now or hereafter located thereon.

C. "Declaration" means the Declaration of Protective Covenants and Restrictions to be recorded by Developer in the Public Records of Palm Beach County, Florida, and any amendments thereto, which sets forth certain restrictions affecting "Huntington Woods".

D. "Residential Area" means those portions of "Huntington Woods" committed by the Declaration to residential use as described therein.

E. "Lot" means a parcel of land in Huntington Woods, the title to which the Developer proposes to convey in fee simple to a "Homeowner" and all improvements now or hereafter located thereon.

F. "Lake Front Lots" shall mean Lots 1 through 31 and Lots 48 through 60, Block E, of Huntington Woods.

G. "Lake Area" shall mean the body of water in Huntington Woods owned by the Association and depicted in the site plan for Huntington Woods Homeowners Association, Inc.

H. "Berm Area" shall mean those portions of Huntington Woods outside of the Lots owned by the Association and depicted on the site plan for Huntington Woods Homeowners Association, Inc.

I. "Residence" means a residential dwelling unit now or hereafter located upon a Lot. The issuance of a Certificate of Occupancy for a residential structure upon a Lot shall determine the point in time when that Residence shall exist.

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J. "Homeowner" means the owner or owners of fee simple title to a Residence.

K. "Association" means Huntington Woods Homeowners' Association, Inc., a Florida corporation not-for-profit, formed by Developer to operate, maintain and administer Huntington Woods in accordance with the Huntington Woods Documents", as that term is defined below.

L. "Association Expenses" means the expenses of the Association in operating, maintaining and administering Huntington Woods.

M. "Institutional Mortgagee" means any lending institution or real estate investment trust having a first mortgage lien upon a Residence and includes any insurance company or union pension fund authorized to do business in the State of Florida, any agency of the United States Government, any federal or state savings or building and loan association, any bank doing business in the State of Florida and approved by the office of the Comptroller, Division of Banking and Finance of the State of Florida, any mortgage banking company licensed in the State of Florida, any holder or any mortgage insured by any agency of the United States Government, such as Federal National Mortgage Association, Federal Housing Authority or Veterans' Administration, any "Secondary Market Institution" which includes the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution(s) as Developer shall hereafter approve in writing.

N. "Articles" means the Articles of Incorporation of the Association and any amendments thereto.

O. "By-Laws" means the By-Laws of the Association and any amendments thereto.

P. "Huntington Woods Documents" means this Declaration, the Articles and the By-Laws, as amended from time to time, and all documents referred to therein.

Q. "Board" means Board of Directors of the Association.

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R. "Member" means a member of the Association.

S. "County" means Palm Beach County, Florida.

ARTICLE II

SITE DEVELOPMENT PLAN

Developer intends to develop Huntington Woods Phase I as a planned residential community in accordance with the applicable zoning laws and ordinances. Additional land within the area described as

All of Lots 2 through 13 inclusive, Block "A"
All of Lots 2 through 28 inclusive, Block "B"
All of Lots 1 through 12 inclusive, Block "C"
All of Lots 66 through 85 inclusive, Block "D"
All a part of HUNTINGTON WOODS, recorded in Plat Book 48, pages 111-113 of the Public Records of Palm Beach County, Florida, said HUNTINGTON WOODS being a replat of HAWTHORN SUBDIVISION, recorded on Plat Book 30, pages 107 and 108 of said Public Records and part of HAWTHORN II, recorded in Plat Book 31, page 31 of said Public Records and lying in Section 14, Township 43 South, Range 41 East, Village of Royal Palm Beach, Palm Beach County, Florida, also known as Phase "II".

may be annexed by the Developer without the consent of members of Huntington Woods within ten (10) years of the date of this instrument provided that if, at the time of the annexation, Federal Housing Administration (FHA) or Veterans Administration (VA) financing has been obtained on any lot that the FHA and/or VA, as the case may be, determine that the annexation is in accord with the general plan heretofore approved by them. The Site Plan attached hereto as Exhibit "A" graphically depicts the plan for development of Phase I and Phase II. The Developer shall not be committed to develop Phase II of Huntington Woods and may be developed and/or used by Developer for any purposes consistent with applicable zoning laws and regulations now or hereafter in effect.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Homeowner shall have a right and easement of enjoyment, if any, in and to the Berm Area which shall be appurtenant to and shall pass with the title to every Lot. Every Homeowner who owns a Lake Front Lot shall have a right and easement of enjoyment, if any, in and to the Lake Area which shall be appurtenant to and shall pass with the title to these Lots.

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Section 2. Delegation of Use. Any Homeowner may delegate, in accordance with the By-Laws, his right of enjoyment to the Berm Area to the members of his family, his tenants, or contract purchasers who reside on the property. Any Homeowner of a Lake Front Lot may delegate, in accordance with the By-Laws, his right of enjoyment to the Lake Area to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Homeowner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. There shall automatically pass with title to each Residence, as an appurtenance thereto, the rights of use and easements in and to the Berm Areas and the rights, duties and obligations as a member of the Association as are hereinafter set forth.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Homeowners, with the exception of the Developer. Each Homeowner shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Developer and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events ("Turnover"), whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on December 31, 1990; or
- (c) upon Developer's election.

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Section 3. Developer reserves the right to partially assign the Class B voting rights at the Developer's sole and absolute discretion, to its successors and assigns and partial assigns.

Section 4. While the Developer controls the Association, any action to Turnover as described in the Articles which may affect the basic organization of Huntington Woods Homeowners' Association; annexation of additional properties, or amendment of previously approved documents must be approved by the VA and FHA for those Lots financed through VA or FHA.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

The Developer intends to construct single family residences. Developer has set forth special assessment powers to assure that owners of Lake Front Lots shall pay for the maintenance of the Lake Area to assure that owners of Lake Front Lots mow and maintain the laws on their lots to the lake edge and to assure that all Homeowners pay all other common expenses.

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned within Huntington Woods, hereby covenants, and each Homeowner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (3) to abide by the various covenants and restrictions set forth in this Declaration. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the improvement and maintenance of Huntington Woods.

Section 3. Individual Assessments. The total anticipated Association Expenses for each calendar year shall be set forth in a budget prepared by the Board. The total anticipated Association Expenses less the "Lake Maintenance Expenses" (as hereinafter defined) shall be divided equally among the "Residences Subject to Assessment" (as hereinafter defined) and the quotient thus arrived at shall constitute and be called the "Individual Assessment". The Individual Assessment may be adjusted from time to time where the Board determines that the estimated Association Expenses are insufficient to meet the actual Association Expenses being incurred, in which event, the anticipated Association Expenses for the remaining months may be increased accordingly in calculating the Individual Assessment. In no event may the Board fix the Individual Assessment at an amount not in excess of the maximum as hereinafter defined.

The term "Residences Subject to Assessment" shall mean those Residences for which a certificate of occupancy has been issued by the appropriate governing authority. The number of Residences Subject to Assessment for purposes of budget calculation shall be reviewed and adjusted quarterly, at least seven (7) days prior to the 1st day of January, April, July and October, to allow for any new certificates of occupancy issued for Residences at Huntington Woods. For the purposes of assessments, in the event any Residences subject to Assessment are subsequently destroyed, damaged, or demolished to the extent that replacement is required, the number of Residences Subject to Assessment shall be the number of Residences originally constructed less the number of Residences requiring replacement until such time as the Residence is replaced and a new certificate of occupancy is

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issued, whereupon the number of replacement Residences shall be used in computing the number of Residences Subject to Assessment.

Section 4. Lake Assessments. In addition to the Individual Assessments, those Homeowners who own Lake Front Lots ("Residences Subject to Lake Assessments") shall pay a lake assessment. This assessment shall be based upon the Lake Maintenance Expenses (as hereinafter defined). Lake Maintenance Expenses shall include all expenses incurred by the Association in preserving and maintaining the lake as a body of water. The Lake Maintenance Expenses shall be divided equally among the Homeowners of Lake Front Lots and the quotient there arrived at shall constitute and be called the "Lake Assessment". The Lake Assessment may be adjusted from time to time as the Board determines. The Lake Assessment may be adjusted from time to time where the Board determines that the estimated Lake Maintenance Expenses are insufficient to meet the actual Lake Maintenance Expenses being incurred, in which event, the anticipated Lake Maintenance Expenses for the remaining months may be increased accordingly in calculating the Lake Assessment. In no event may the Board fix the Lake Assessment at an amount not in excess of the maximum as hereinafter defined.

Section 5. Maximum Individual and Lake Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to a Homeowner, the maximum annual Individual Assessment shall be One Hundred (\$100.00) Dollars per Lot and the Annual Maximum Lake Assessment shall be Thirty Dollars (\$30.00) per Residences Subject to Lake Assessment. Assessments shall be payable quarterly.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to a Homeowner, the maximum Individual and Lake Assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of two-thirds of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

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(b) The Board may fix the annual assessment at an amount not in excess of the maximum.

Section 6. Special Assessments for Capital Improvements.

In addition to the Individual and Lake Assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement, of a capital improvement upon the Berm Area or Lake Area, including fixtures and personal property related thereto, if any, provided that any such special assessment for the Berm Area shall have the assent of fifty-one percent (51%) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. Those Special Assessments for Capital Improvements of the Lake Area shall have the assent of fifty-one (51%) percent of the votes of each class of members who own a Lake Front Lot who are voting.

Special Assessments may also be levied against one or more Residences to the exclusion of others for any expenses resulting from a default, breach or violation of the Homeowner thereof, its guests or invitees, of the provisions of the Huntington Woods Documents.

Section 7. Notice and Quorum for Any Action Authorized

Under Sections 3, 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 3, 4 and 5 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty-one percent (51%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

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Section 8. Uniform Rate of Assessment. Both Individual and Special Assessments must be fixed at a uniform rate for all Lots. Lake Assessments must be fixed at a uniform rate for all Residences Subject to Lake Assessments.

Section 9. Date of Commencement of Individual and Lake Assessments: Due Dates. The Individual Assessments provided for herein on Residences Subject to Assessments shall commence as described in Section 3 above upon closing of the Residence with Developer. The Lake Assessments provided for herein (on Residences Subject to Lake Assessments) shall commence as described in Section 4 above upon the closing of the Residence with the Developer. The first Individual and Lake Assessments shall be prorated to the number of days remaining in the month at the date of closing. The Board shall fix the amount of the Individual and Lake Assessment against each Lot at least thirty (30) days in advance of each assessment period. Written notice of the Individual and Lake Assessment shall be sent to every Homeowner subject thereto. The due dates shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 10. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest interest permitted by law. The Association may bring an action at law against the Homeowner personally obligated to pay the same, or foreclose the lien against the property. (See also XI(C)). No Homeowner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Berm or Lake Area or abandonment of his Lot.

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Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI

LAND USE CLASSIFICATIONS

Section 1. Those portions of Huntington Woods designated as Berm and Lake Area and all improvements now or hereafter located thereon shall be used and conveyed solely in accordance with the covenants for such areas now about to be set forth:

(a) Lake Area. The Lake Area shall be used and maintained as a body of water. The Lake Area is not for the use and enjoyment of the public or the owners of Lots in Huntington Woods which do not abut the Lake. The Lake Area is expressly reserved for the non-exclusive use of the Lake Front Lot owners, their family members, guests, invitees and lessee's.

(b) Berm Areas. The Berm Areas shall be kept and maintained for the use of Homeowners in Huntington Woods and may at the discretion of the Board be landscaped or otherwise beautified.

(c) The Developer reserves the right at any time and from time to time prior to the "Turnover", as hereinafter described, to designate additional areas as Berm Areas and establish additional rights of use for the Berm Areas as it, in its sole discretion, shall determine.

ARTICLE VII

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Residences, nor shall any

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exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board or the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VIII

LAND USE COVENANTS

In order to preserve the values and amenities of Huntington Woods, the following provisions shall be applicable to Huntington Woods:

Section 1. Appearance of Lots: Except as to Lots owned by the Developer all portions of Lots not occupied by a Residence shall be fully sodded with grass or other suitable ground cover. No plantings or other improvements shall be permitted which interfere with any easement rights set forth herein or in the Plat and no fences shall be constructed without prior approval of the Association.

Section 2. Nuisance: No Homeowner shall cause or permit to come from his Residence any unreasonable noises or obnoxious odors or commit or permit to be carried on in his Residence or elsewhere in the Berm or Lake Area any nuisance or any immoral or illegal activities including but not limited to, fumes, vapors, gasses, glare, heat, cold, dampness, movement of air, smoke, dust and dirt.

Section 3. Litter and Garbage Collection: No articles of personal property shall be hung or shaken from the doors or windows of any Residence. No Homeowner shall sweep or throw any

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dirt or other material from his Residence or from the Lot on which his Residence is constructed. All trash containers, oil tanks or bottled gas tanks shall be located at the rear of the structure served and shall be located if in a walled-in area which is not visible from any street or adjoining property. No garbage, trash, refuse or rubbish shall be deposited, dumped or kept on any part of the Residence except in sanitary capped containers. Garbage may be placed at the front of a Residence for pick-up, which garbage shall not be left outside for a period in excess of twenty-four (24) hours or in accordance with applicable ordinances, whichever shall be more restrictive.

Section 4. Signs: No sign, advertisement, notice, lettering or descriptive design shall be posted, displayed, inscribed or affixed to the exterior of a Residence or elsewhere upon a Lot excepting one (1) sign of not more than three (3) square feet advertising the property for sale or rent. No other signs or notices of any kind shall be displayed or placed upon any part of a Residence or Lot by Homeowners other than Developer without the prior written approval for same from the Association; provided, however, that no sign approved for display shall be larger than three (3) square feet.

Section 5. Drainage and Care for Lot: Each Homeowner shall be responsible for and shall maintain his Residence and Lot or portion thereof, including the driveway and landscaping, in good condition and repair and in a neat and attractive manner. No sod, topsoil, trees or shrubbery shall be removed from the Lots, no change in the condition of the soil or the level of the Lots shall be made which results in any permanent change detrimental to the flow and drainage of surface water.

Section 6. Antennas: No exposed radio or television antennas shall be permitted on a Lot without the prior written consent of the Association.

Section 7. Increase in Insurance Rates: No Homeowner may take any action which will result in an increase in the rate of insurance paid for by any other Homeowners.

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Section 8. Casualties: In the event a Residence or any part thereof is damaged or destroyed by casualty or otherwise, the Homeowner thereof shall promptly clear all debris resulting therefrom and commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of this Declaration or to grass over and landscape the land previously underlying the improvements in a sightly manner.

Section 9. Reconstruction: Any repair, rebuilding or reconstruction on account of casualty or other damage to any Residence or any part or parts thereof shall be substantially in accordance with the plans and specifications for such Residence as originally constructed or in accordance with new plans and specifications approved in advance by the Developer, (or by the Association if after the Turnover Date), in writing.

Section 10. Drilling and Mining Operations: No drilling, mining or quarrying for oil, gas or otherwise shall be undertaken in Huntington Woods and no oil wells, tanks, tunnels, mineral excavations, derricks or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of Huntington Woods. Nothing herein shall preclude Developer (and after Turnover, the Association) or the County from dredging or creating and maintaining drainage, irrigation or other facilities or easements consistent with the plan for the development of Huntington Woods.

Section 11. Livestock, Poultry and Animals: No animals, livestock, poultry or barnyard fowl of any kind shall be raised, bred or kept in Huntington Woods. Dogs, cats, and tropical fish, caged birds and hamsters may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and provided further that they are kept so as not to be an annoyance or nuisance to the other Homeowners. Dogs shall be leashed when not on the Homeowner's Lot.

Section 12. Setback Restrictions: No Residence or any part thereof, my project beyond setback lines, as determined by applicable zoning regulations.

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Section 13. Subdivision and Partition: Huntington Woods shall not be subdivided further than as provided in this Declaration or as shown upon the Plat of Huntington Woods and no Homeowner shall have the right to make application or petition any Court for partition of his interests or the interest of any other Homeowner or Homeowners.

Section 14. Exterior Color of Residences: The color of the exterior of all Residences shall not be changed unless approved by the Association (and by the Developer prior to the Turnover Date), in advance in writing.

Section 15. Elevation: No building shall exceed the height of two stories or twenty-five (25') feet and no changes shall be made to the height of a Residence after it is completed by Developer, without the approval of the Association.

Section 16. Barbeques: Barbeques may be located or permitted upon the rear or side setback of a Residence and upon such portions of the Berm Areas as are, from time to time, designated by the Association; provided, however, that barbequing shall be subject to such rules and regulations as may be promulgated from time to time by the Board.

Section 17. No tourist courts, overnight cabins, tents or temporary or accessory building or structure shall be constructed on the Lots, and no business shall be conducted on the residences except as otherwise provided in this Declaration or by Developer.

Section 18. No swimming pool or appurtenant pump house shall be constructed, erected or maintained such that it is visible from any street without prior approval of the Architectural Committee.

Section 19. No parking of trucks or vans over one (1) ton or trailers or mobile homes shall be permitted on residential streets or tracts, described herein, except temporarily for delivery or pickup trucks, and except temporarily during periods of construction.

Section 20. No boat landings, docks, piers and mooring posts shall be constructed except as provided for in the plan of

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development of Huntington Woods or as otherwise approved by Developer.

Section 21. Only boats, powered by sail, oars or electric engines shall be allowed on the Lake.

Section 22. No boats or boat trailers shall be permitted in front of the home or on or in driveways. Boats or boat trailers shall be permitted at the sides of residences only if they are suitably screened from view.

Section 23. Subject also to Deed Restrictions of Hawthorne Subdivision recorded in Official Records Book 22481, Page 1507 and amended thereto recorded in Official Records Book 2260, Page 1230, and further amended in Official Records Book 2335, Page 1217 all in the Public Records of Palm Beach County, Florida.

ARTICLE IX

EASEMENTS

Section 1. Recognition of Existing Easements: The Association and all Homeowners, by their acceptance of a deed of conveyance, recognize and consent to the easements for, including, but not limited to, drainage, utilities, maintenance and rights-of-way over and upon portions of Huntington Woods as set forth in the Plat and now or hereafter placed amongst the Public Records of the County.

Section 2. Encroachments: The Developer hereby grants an easement for encroachment for the benefit of each Residence and Homeowner, their grantees, successors and assigns, for encroachments which may now or hereafter exist, caused by minor inaccuracies in building, or in building of improvements, or by settlement or movement of these improvements, or the overhang of roof spouts or other improvements, which easement shall continue until the encroachment no longer exists.

Section 3. Access for Utilities and Services: The Developer further reserves an easement for ingress and egress for persons and vehicles over and upon the Berm and Lake Areas and other portions of Huntington Woods for the benefit of the Developer, the County, the Association and its designees, includ-

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ing, utility and governmental services, agencies, franchises or companies, to provide utility or governmental services to Huntington Woods including but not limited to power, electric, transmission, television cable, garbage collections, light, telephone, gas, water, sewer, drainage, security, police and fire protection, and for maintenance of the Lake Area.

Section 4. Use and Enjoyment: The Developer hereby grants an easement for ingress and egress for the benefit of Developer, each Homeowner, their family members, guests, lessees and grantees to and from, over and upon the Berm Areas for the use and enjoyment of such Berm Areas consistent with the Site Plan.

Section 5. Relocation: The Homeowners, by their acceptance of a deed of conveyance, authorize the Developer (and the Association after Turnover) to execute on their behalf and without further authorization, such grants of easement or other instruments as may be necessary from time to time to grant, ratify or relocate easements over and upon the Lots or any portion thereof for the development, maintenance or servicing of Huntington Woods in accordance with the provisions of this Declaration.

Section 6. Development and Sale: Notwithstanding any provisions in the Declaration as to use or otherwise to the contrary, Developer, by its agents or designees, reserves the right to carry on construction, development and sales activities and to place equipment, machinery, supplies and signs, construct and maintain models of Residences or other structures and park vehicles on any portion of Huntington Woods owned by it and exercise the easement rights and all other rights granted Developer under this Declaration.

ARTICLE X

MAINTENANCE AND REPAIRS OF PROPERTY

The maintenance and repair of the Property is the responsibility of Homeowners and the Association as more particularly described below:

A. Responsibilities of Homeowners

1. Duty to Maintain and Repair Residences: Each Homeowner shall maintain in good condition and repair at his

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expense all portions of his Lot and Residence. Homeowners shall be responsible for and shall cut and maintain or replace the lawn, trees and shrubbery upon their lots, including on Lake Front Lots the area to the edge of the Lake. In the event a Homeowner does not maintain of his Lot and Residence (including the painting thereof in accordance with this Declaration), the Association may, by majority vote of the Board, cause the exterior of such Residence to be painted, the landscaping maintained or replaced, and the Lot and Residence otherwise maintained, the cost of which shall be charged to the Homeowner(s) of such Residence(s) and collectible as a special assessment as provided in Article V, Section 6 hereof, and the Association shall have a lien for the payment therefor in accordance with Article V hereof. Each Homeowner shall perform promptly all such maintenance, repair and replacement, and each such owner shall be liable for any damages that arise due to his failure to perform such maintenance, replacement and repair. Each Residence shall be maintained, repaired and reconstructed (if necessary) in accordance with the final building plans and specifications utilized by the Developer, copies of which shall be on file in the office of the Association and where changes or alterations approved by the Association (where required) have been made, the Residence shall be maintained, repaired or reconstructed in accordance therewith.

2. Responsibility for Utilities: Each Homeowner shall, at his expense, repair, maintain and replace as necessary all lines, piping, wiring, ducts, conduits, appliances and other facilities for the furnishing of utility services solely to his Residence.

B. Responsibilities of the Association

1. The Association shall be responsible for the maintenance, repair and reconstruction of the Lake and Berm Areas.

ARTICLE XI

ASSOCIATION EXPENSES AND LAKE MAINTENANCE EXPENSES

In order to fulfill the covenants and restrictions contained in this Declaration relative to the use and maintenance of the

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Lake and Berm Areas there is hereby imposed upon each Residence as a covenant running with the land, the affirmative covenant and obligation to pay the Association Expenses less the Lake Maintenance Expenses. There is hereby imposed upon each Residence owning a Lake Front Lot as a covenant running with the land, the affirmative covenant and obligation to pay the Lake Maintenance Expenses. Any Association Expense as more fully set forth below incurred on behalf of the Lake Area shall be a Lake Maintenance Expense.

A. Description of Association Expenses

1. Real Estate and Other Taxes: Any and all real estate or other taxes levied or assessed at any time or times upon the Lake and Berm Areas or portions thereof by any and all taxing authorities, including all taxes, charges, assessments and impositions and liens for public improvements, special charges and assessments, and water drainage districts, and in general all taxes and tax liens which may be assessed against the Lake and Berm Areas and against any and all personal property and improvements, which are now or which hereafter may be placed thereon, including any interest, penalties and other charges which may accrue on such taxes.

2. Liability Insurance: The costs of the policy or policies of insurance in the form generally known as Public Liability and/or Owners policies insuring the Association and Developer against any and all claims and demands made by any person or persons whomsoever for injuries received in connection with the operation and maintenance of the Lake and Berm Areas and improvements thereon, if any, or for any other risk insured against by such policies which the Developer (until Turnover and thereafter the Association) in its sole discretion, determines to insure against. Each policy shall have limits of not less than One Million (\$1,000,000.00) Dollars covering all claims for bodily injury arising out of a single occurrence, and not less than Three Million (\$3,000,000.00) Dollars for aggregate damages incurred on all claims for bodily injury for any one occurrence

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and for not less than One Hundred Thousand (\$100,000.00) Dollars property damage per occurrence with no separate limits stated for the number of claims or a policy with a Three Million (\$3,000,000.00) Dollar Combined Single Limit ("CSL"). The coverage of the liability insurance policies shall include protection against liability of hazards related to usage, and liability for property of others. All such policies will name the Association and Developer, as their respective interests may appear, as insured parties under such policy or policies. The original of each policy shall be held in the office of the Association.

3. Other Insurances: The costs of the policy or policies of insurance to allow the Association to insure against such other risks as the Board shall determine are customarily covered with respect to developments similar to Huntington Woods. All such policies will name the Association, the Developer and all Institutional Mortgagees, as their respective interests may appear and the "Insurance Trustee" as hereinafter described, if any, as the insured under such policy or policies.

4. Miscellaneous Insurances: The costs of premiums of such forms of insurance and in such coverages as the Developer (until the Turnover Date and thereafter the Association) shall determine for the protection and preservation of the Lake and Berm Areas or the performance of the Association. Such insurance may include, without limitation and fidelity insurance.

5. Utility Charges: All charges levied for utilities providing services for the Berm or Lake Areas, whether they are supplied by a private or public firm. It is contemplated that this obligation will include all charges for water, electricity, sewer, and any other type of utility or any other type of service charge.

6. Maintenance, Repair and Replacement: Any and all expenses necessary to (a) maintain and preserve the Lake and Berm Areas, and (b) keep, maintain, repair and replace any and all improvements, and personal property upon the Lake and Berm Areas

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in a manner consistent with the development of the Lake and Berm Areas, and the covenants and restrictions contained herein, and all orders, ordinances, rulings, and regulations of any and all federal, state and city governments having jurisdiction thereof as well as the statutes, laws and ordinances of the County, Florida and the United States.

7. Indemnification: The costs to the Association to indemnify and save harmless the Developer and the Association from and against any and all claims, suits, actions, damages, and/or causes of action arising from any personal injury, loss of life, and/or damage to property sustained in or about Huntington Woods, from and against all costs, counsel fees, expenses and liabilities incurred in and about any such claim, the investigation thereof or the defense at any levels of any action or proceedings brought thereon, and from and against any orders, judgments, and/or decrees which may be entered herein. Included in the foregoing provisions for indemnification are any expenses or liability that the Developer or Association may incur in determining disputes or controversies involving the Lake and Berm Areas all as hereinafter described, in bringing suit for the purpose of enforcing rights hereunder, or for the purpose of compelling the specific enforcement of the provisions, conditions, covenants and restrictions contained in this Declaration to be kept and performed by the Association or Homeowners, including the payment of Association Expenses and Lake Maintenance Expenses.

8. Insurance Trustee: The Association and Homeowners, by acceptance of the deed of conveyance to their Residence, acknowledge and agree that the Developer or Institutional Mortgagee may hereafter require that a trust department of a lending institution or other appropriate entity be designated as an "Insurance Trustee" for coverage regarding the Lake and Berm Areas and/or Common Structural Elements. The functions of such Insurance Trustee would include holding all original policies purchased pursuant to this Declaration, being named as

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loss payee, distributing proceeds of such insurance, assisting in the reconstruction, replacement and repair of improvements from insurance premiums and performing such other functions as shall be agreed upon. Any and all expenses necessary to retain and continue to retain an Insurance Trustee shall constitute an Association Expense. Unless and until an Insurance Trustee is designated by Developer or an Institutional Mortgagee as provided above, the functions of Insurance Trustee shall be performed by the Association.

9. Special Assessments: Any special assessments as shall be levied by the Association as a result of (a) reconstruction or other extraordinary items of expense under this Declaration; (b) the failure or refusal of other Homeowners to pay Individual Assessments or Lake Front Lot Homeowners to pay Lake Assessments; (c) a deficit; and (d) such other reason or basis determined by the Association which is not inconsistent with the terms of this Declaration or the Huntington Woods Documents.

10. Operational Expenses: The costs of administration for the Association including any secretarial, bookkeeping and employees necessary to carry out the obligations and covenants of the Association. In the event the Association retains a managing company to assist in the operation of the Berm or Lake Areas and other obligations of Association hereunder, the fees or costs of this or any other management company so retained shall constitute an Association Expense.

11. Lawn and Landscape Maintenance: Any and all expenses incurred or to be incurred on account of lawn, landscape or water maintenance to be performed within the Berm and Lake Area, including, without limitation, lawn mowing, fertilizing, spraying, sodding, seeding and tree and hedge trimming.

12. Costs of Establishing Reserves: Such sums as the Board may determine are necessary to establish an adequate reserve fund for depreciation and deferred maintenance. The Board shall not include any item for reserves without the consent of Developer.

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B. Liability and Establishment of Lien: The Homeowners acknowledge that they are jointly and severally liable for their pro rata share of the Association Expenses, less the Lake Maintenance Expenses, and that Residences Subject to Lake Assessments shall be jointly and severally liable for their pro rata share of the Lake Maintenance Expenses, and that the assessments charged to them may be increased in the event other Homeowners fail or refuse to pay their Individual or Lake Assessment. The Homeowners further acknowledge that in the event of nonpayment of Association Expenses, collection may be enforced by the Association in the manner as provided in this paragraph D.

The Association Expenses and Lake Maintenance Assessments, including special assessments and all installments thereof, together with interest, costs of collection and reasonable attorneys' fees are hereby declared to be a charge and continuing lien against each Lot and Residence against which such assessment is made. Said lien shall be effective only from and after the time of recordation amongst the Public Records of the County, of a written acknowledged claim by the Association setting forth the amount due to it as of the date the statement is signed. Upon full payment of all sums secured by any lien, the party making payment shall be entitled to a recordable satisfaction of the claim of lien. Where an Institutional Mortgagee obtains title to a Residence as a result of foreclosure of its mortgage or deed in lieu of foreclosure, such Institutional Mortgagee, its successors and assigns shall not be liable for the share of the Association Expenses or Lake Maintenance Expenses charged to the subject Residence which became due prior to such acquisition of title, unless such share is secured by a claim of lien for assessments recorded prior to the recording of the mortgage in favor of such Institutional Mortgagee. Such unpaid share of Association Expenses or Lake Maintenance Expenses shall be charged against and collectible from all other Residences or to Residences Subject to Lake Assessments, whichever is applicable.

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C. Remedies: In the event any Homeowner shall fail to pay Association Expenses, or Lake Maintenance Expense, if applicable, or any installment thereof charged to it within thirty (30) days after the same becomes due, then the Association shall have any of the following remedies, to the extent permitted by law:

(a) To accelerate the entire amount of Association Expenses or Lake Maintenance Expenses allocated to such Homeowner's Residence for the remainder of the calendar year notwithstanding provisions for the payment thereof in installments;

(b) To advance on behalf of the Homeowner in default or borrow funds to obtain the funds to meet Association Expenses or Lake Maintenance Expenses allocated to such Homeowner's Residence and the amounts of monies so advanced, or borrowed, including reasonable attorney's fees and expenses which might have been reasonably incurred because of or in connection with such advance or loan, together with interest at the highest allowable rate, may thereupon be collected or enforced by the Association and such advance or loan by the Association shall not waive the default;

(c) To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association on behalf of the Homeowners in like manner as a foreclosure of a mortgage on real property; and

(d) To file an action at law to collect said Association Expenses or Lake Maintenance Expenses plus interest at the highest rate allowed by law plus court costs and reasonable attorneys' fees without waiving any lien rights and/or rights of foreclosure in the Association.

D. Rights of Institutional Mortgagees to Pay Assessments and Receive Reimbursement: An Institutional Mortgagee may, jointly or singly, pay any of the Association Expenses or Lake Maintenance Expenses which are in default and which may or have become a charge against any of the Residences. Further, such

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mortgagees may pay any insurance premiums or fidelity bond premiums or other required items of Association Expenses or Lake Maintenance Expenses, when the same are overdue and when lapses in policies or services may occur. Institutional Mortgagees making any such payments will be entitled to immediate reimbursement from the Homeowners and the Association shall execute an instrument in statutory recordable form to this effect and give the original of such instrument to the Institutional Mortgagee owed the greatest amount of reimbursement. Any other Institutional Mortgagee who is owed reimbursement hereunder shall be entitled to receive from the Association a certified copy of the aforementioned instrument.

ARTICLE XII

MANAGEMENT

A. Professional Management. If Developer wishes to employ professional management prior to Turnover, and if any Lots have been financed with VA financing, the management agreement must be reviewed by the VA and found to be reasonable. The management agreement will be terminable for cause or upon reasonable notice and run for a period of 1 to 3 years, renewable by consent of the Association and Management. If no Lots have been financed through VA, then Developer may employ professional management prior to Turnover at its sole and absolute discretion.

ARTICLE XIII

CONDEMNATION

A. Taking or Partial Taking

If at any time during the term of this Declaration, the whole or any portion of the Lake or Berm Areas shall be taken ("Taken Area") for any public or quasi-public purpose by any lawful power or authority, by the exercise of the right of any condemnation of eminent domain or by agreement between those authorized to exercise such right (hereinafter for the purpose of this subparagraph called "Condemnation"), this Declaration and all obligations hereunder as to the Taken Area shall terminate and expire on the date of such taking and Association Expenses

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provided to be paid for such Taken Area shall be apportioned and paid to the date of such taking.

B. Division of Awards

The rights of Developer and other Homeowners in and to the net award or awards ("Taken Area Award") (after reasonable fees and expenses of collection) after any Condemnation shall be determined as follows:

1. To the extent that Developer owns any Lots or portions thereof, Developer shall participate in any Taken Area Awards for its interest in the Lake and Berm Area along with and to no lesser degree than other Homeowners.

2. The Taken Area Award that relates solely to the Lake Area shall be equally divided among the owners of Lake Front Lots.

3. The Association shall have the right to attend and participate in all hearings relevant to the Condemnation and to receive notice from Developer of such hearings.

C. Repair and Replacement

If any improvements upon the Taken Area shall be damaged or partially destroyed by any Condemnation, then the Association shall proceed with reasonable diligence to demolish, if necessary, and to construct, repair, replace or rebuild such improvements, so as to constitute the remaining part thereof complete and in good condition and repair. The Association shall hold that portion, if any, of the Taken Area Award which represents consequential damages to said improvement or replacements thereof or to the part of said building, in trust, for application of the same to the cost and expense as herein provided. Repair of the Taken Area shall be conducted under the supervision of an architect or engineer licensed in the State of Florida selected by the Association and such work shall be done in accordance with plans and specifications prepared and approved in writing by such architect or engineer and submitted to Developer for approval, whose approval shall not be unreasonably withheld.

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D. Temporary Use

If the temporary use of the whole or any part of the Berm or Lake Areas shall be taken at any time during the term of this Declaration by the exercise of the right of condemnation, the term of this Declaration shall not be reduced or affected in any way and the Association Expenses herein reserved and provided to be paid shall continue to be due and payable and the various Homeowners shall be entitled to the entire award granted by reason of such taking.

ARTICLE XIV

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Homeowner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Homeowner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Homeowners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Homeowners. Any amendment must be recorded.

Section 4. Amendments and Modifications by Developer. Notwithstanding any provisions of this Declaration to the contrary, Developer, its successors and designated assigns, reserves the right and authority, subject to VA and FHA approval, in the

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event of FHA or VA financing of any of the residences constructed in Huntington Woods (which approval need not be evidenced of public record), for a period of two (2) years from the date of recording of this Declaration to amend, modify or grant exceptions or variances from any of the terms and conditions set forth in the Declaration without notice to or approval by other Homeowners of Huntington Woods, provided that such amendments, modifications, exceptions or variances shall be substantially consistent with the general uniform plan of residential development set forth in the Declaration.

Section 5. Annexation. Additional residential property and Berm Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members provided, however, that Developer may add the property described in Article II without the further consent of any members.

Section 6. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the FHA or the VA: Annexation of additional properties beyond those initially included herein, dedication of Berm or Lake Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

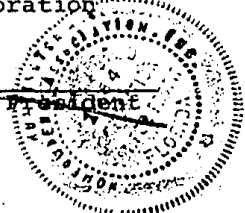
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 1st day of April 1985.

WITNESSES

Al Capp
Deborah M. Andrea

HUNTINGTON WOOD DEVELOPMENT CO., a Florida corporation

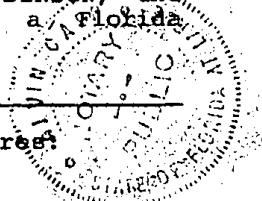
By: Marvin Robinson, President



STATE OF FLORIDA)
)
 COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 4th day of April, 1985 by MARVIN ROBINSON, the President of HUNTINGTON WOODS DEVELOPMENT CO., a Florida corporation, on behalf of the corporation.

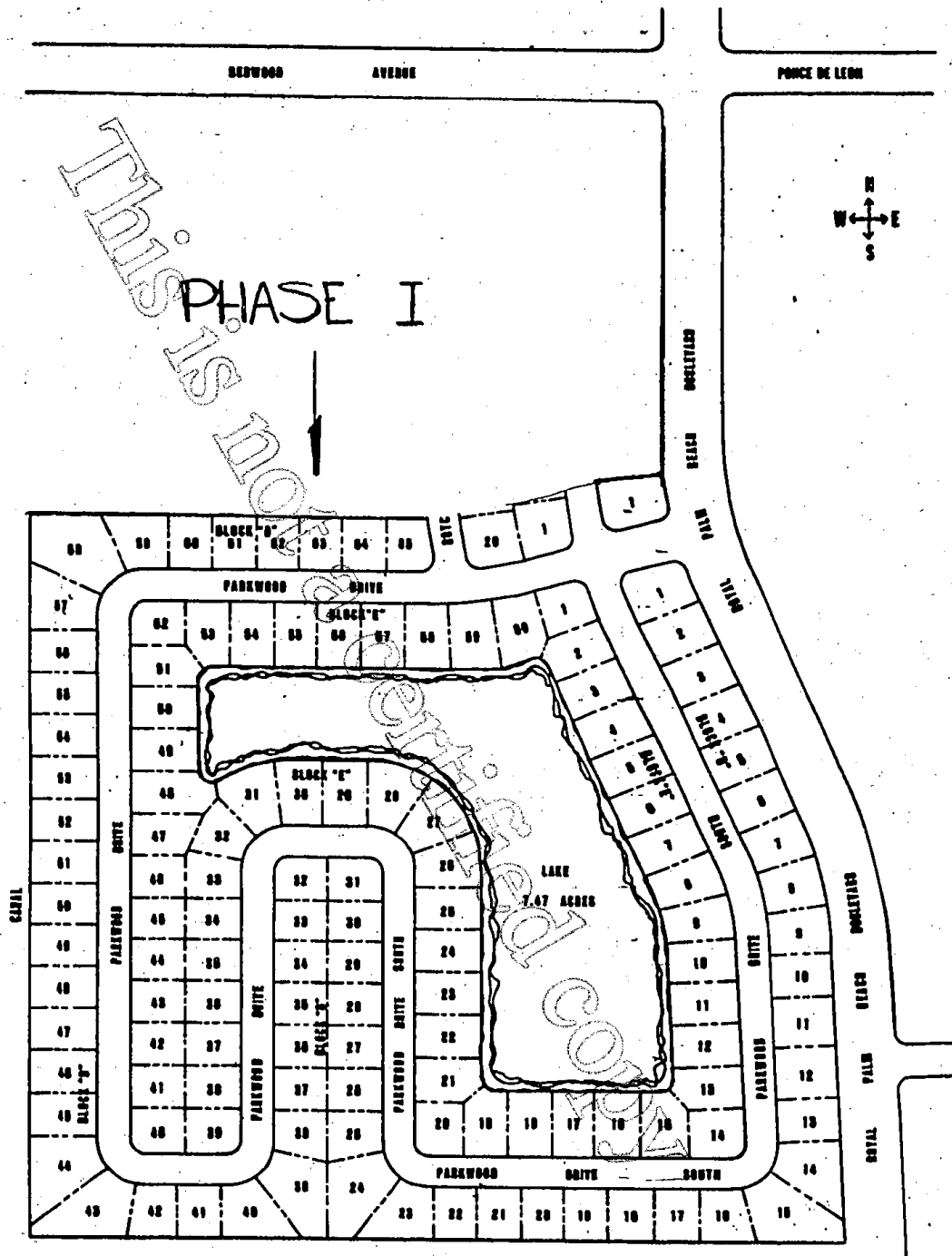
Al Capp
 Notary Public
 My Commission Expires:



NOTARY PUBLIC STATE OF FLORIDA
 MY COMMISSION EXP. NOV 11, 1988
 BONDED THRU GENERAL INS. UND.

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HUNTINGTON WOODS



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