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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.

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.

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.

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.

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.

(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.

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.

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

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

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

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

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

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.

B4532 P1884

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.

B4532 P1885

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

B4832 P1886

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

B4532 P1887

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

B4532 P1889

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.

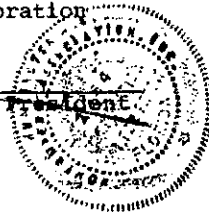
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 1st day of April 1985.

WITNESSES

Al Capp
Robert M. Andrea

HUNTINGTON WOOD DEVELOPMENT CO., a Florida corporation

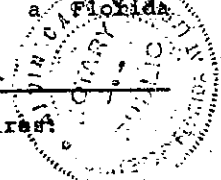
By: Marvin Robinson, President



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.

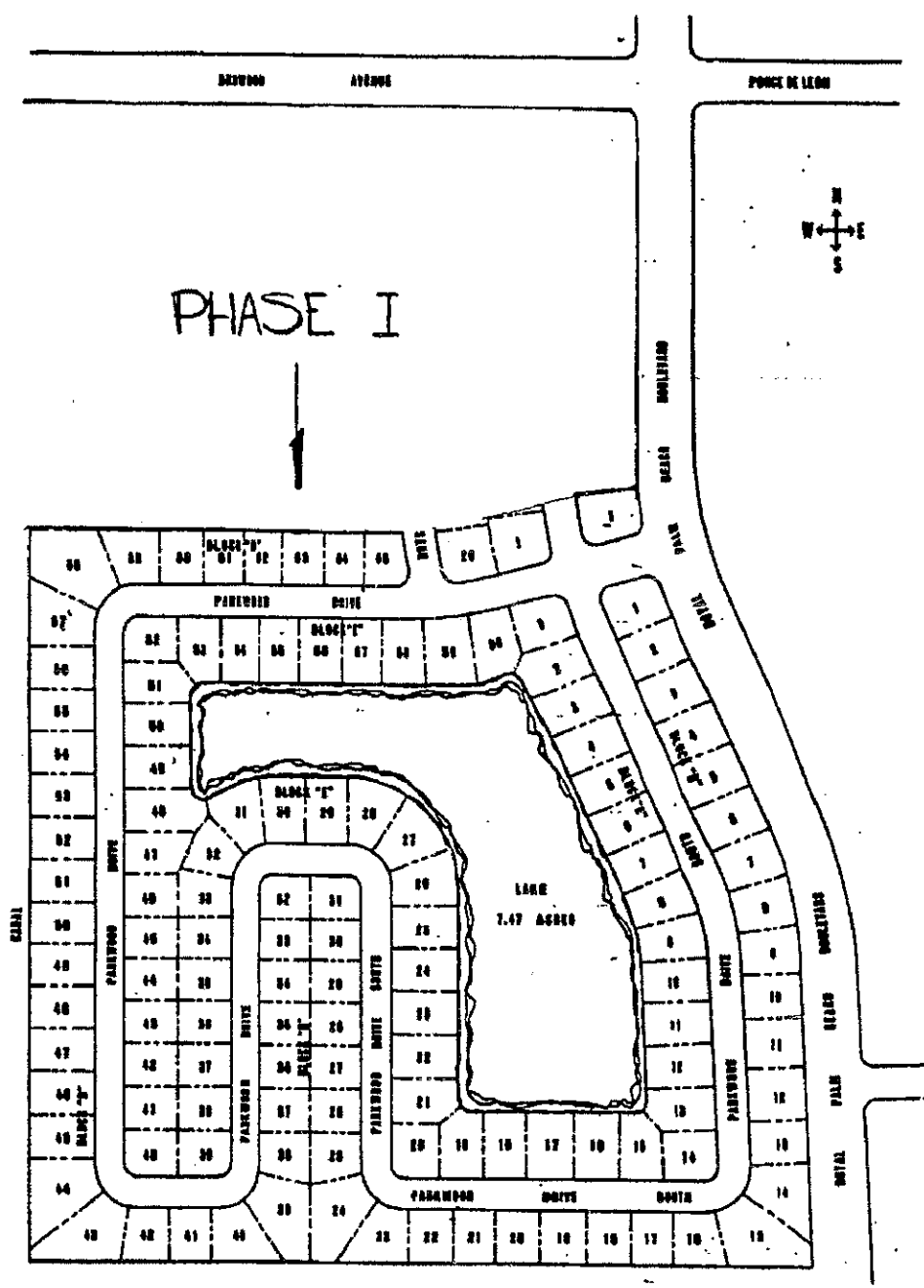
Al Capp
 Notary Public
 My Commission Expires:



NOTARY PUBLIC STATE OF FLORIDA
 MY COMMISSION EXP. NOV 11, 1985
 BONDED THRU GENERAL INS. CO.

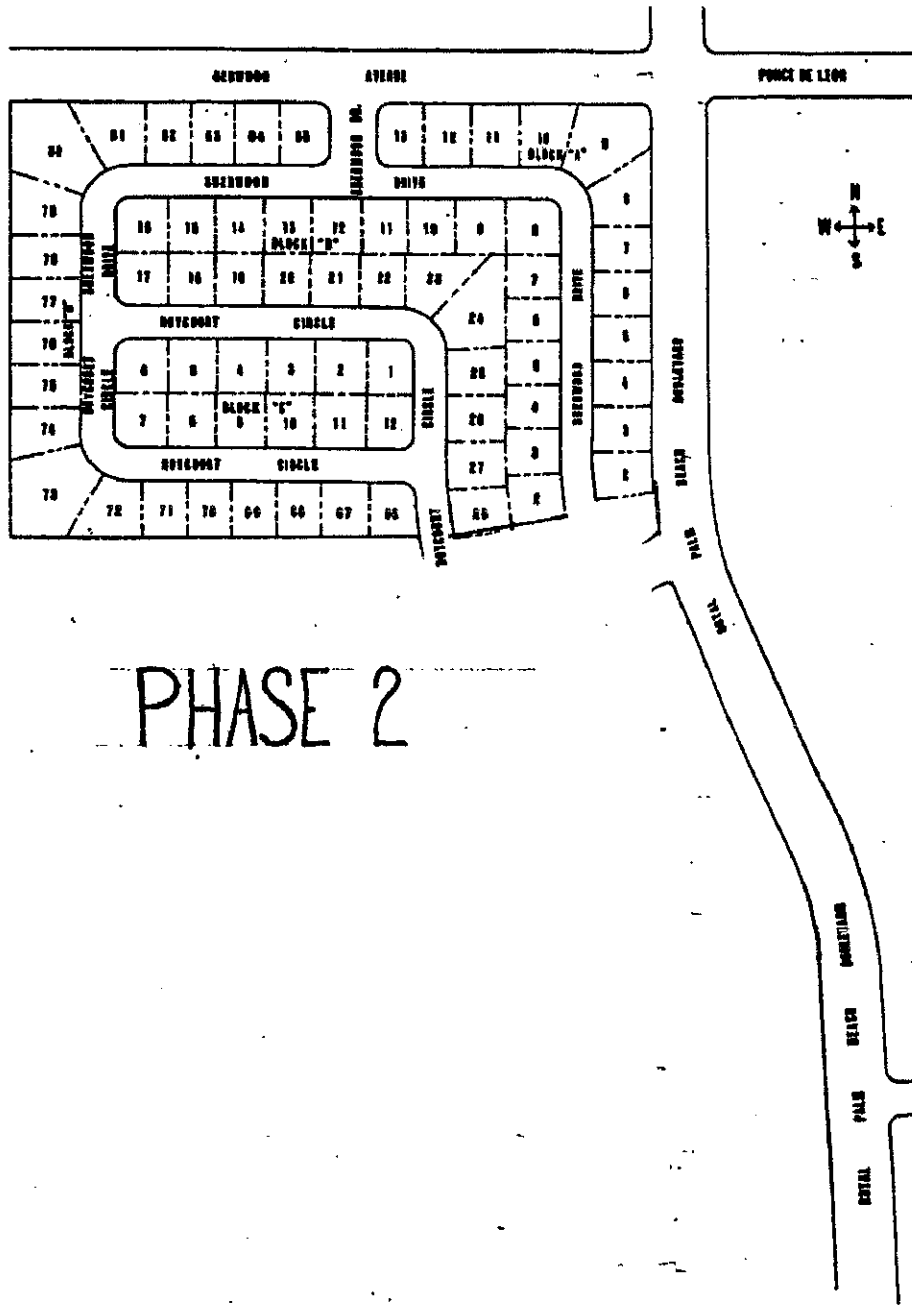
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HUNTINGTON WOODS



B4532 P1891

HUNTINGTON WOODS



PHASE 2

84532 P1892

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

Prepared by and Return to:
ROBERT L. CRANE, ESQUIRE
BOOSE, CASEY, CIKLIN, et al
515 North Flagler Drive
19th Floor, Northbridge Centre
West Palm Beach, Florida 33401

IN RE: HUNTINGTON WOODS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

WHEREAS: Huntington Woods Development Co., a Florida Corporation hereinafter referred to as "Developer" caused Huntington Woods Declaration of Covenants, Conditions and Restrictions to be recorded in the public records of Palm Beach County, Florida on May 1, 1985, which Declaration is recorded at O.R. Book 4532, page 1863; (The Declaration) and

WHEREAS: Pursuant to Article II of the Declaration, the Developer reserved the right to annex to the original land covered by the Declaration the real property described in said Article II; and as further described in Exhibit "A" attached hereto and made a part hereof.

WHEREAS: Developer has acquired the land described in Article II of the Declaration and desires to make said land a part of the land encumbered by the aforesaid Declaration.

NOW, THEREFORE in consideration of the premises the Developer does hereby and herewith subject to the Declaration the additional land described in Article II of the Covenants, Conditions and Restrictions of Huntington Woods recorded at O.R. 4532, page 1863 of the public records of Palm Beach County, Florida.

IN WITNESS WHEREOF the Developer has hereunto set its hand and seal this 7 day of December, 1986.

WITNESS:



Christine A. Dove

HUNTINGTON WOODS DEVELOPMENT CO.,
a Florida corporation


By MARVIN ROBINSON, President

STATE OF FLORIDA
COUNTY OF PALM BEACH

I hereby certify that on this day, before me, an office duly authorized in the state and county aforesaid to take acknowledgements personally appeared MARVIN ROBINSON as President of Huntington Woods Co., a Florida corporation, this day acknowledged that he executed the foregoing document as such President of said corporation, and that he affixed thereto the official seal of said corporation.

IN WITNESS WHEREOF I hereunto set my hand and official seal in the county and State last aforesaid, this 7 day of December, 1986.


Notary Public

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES DEC. 15, 1989.
POWER STATE NOTARY PUBLIC UNL. CERTIFICATE



87 070011

87 070011

85202 P0522

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 75 inclusive, Block "D"; All a part of HUNTINGTON WOODS, recorded in Plat Book 48, Page 111-113 of the Public Records of Palm Beach County, Florida, said HUNTINGTON WOODS being a replat of HANTHORN SUBDIVISION, recorded on Plat Book 30, Pages 107 and 108 of said Public Records and part of HANTHORN 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".

EXHIBIT "A"

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

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02501 20258

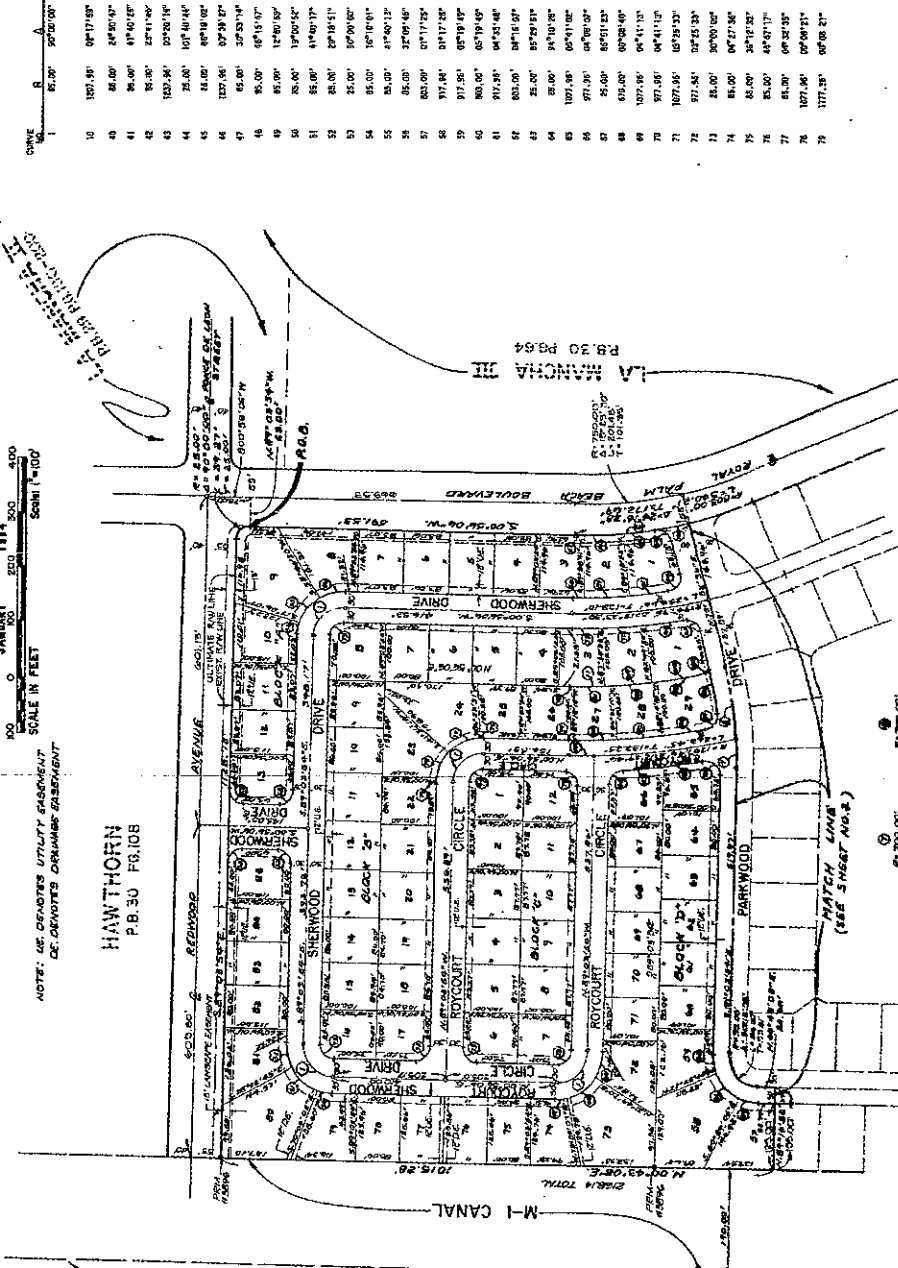
"HUNTINGTON WOODS" VILLAGE OF ROYAL PALM BEACH

BEING A REPLAT OF PART OF HAWTHORN SUBDIVISION RECORDED IN PLAT BOOK 30, PAGES 107 AND 108, AND PART OF HAWTHORN II, AS RECORDED IN PLAT BOOK 31, PAGE 31, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

PALM BEACH COUNTY, FLORIDA
IN 3 SHEETS SHEET NO. 3

SEE & LENSEN
ENGINEERS - ARCHITECTS - PLANNERS, INC.
WEST PALM BEACH, FLORIDA
JANUARY 1974

NOTE: SEE DRAWINGS UTILITY GRABOUT
SCALE IN FEET
SCALE: 1" = 50'



HAWTHORN III
P.B. 31 PG. 31

113

STATE OF FLORIDA
COUNTY OF PALM BEACH
PLAT BOOK 31, PAGE 31
RECORDED IN PLAT BOOK NO. 31, PAGE 31

THIS INSTRUMENT PREPARED BY
STUART H. LAMINGTON
2800 Palm Beach Lakes Boulevard
West Palm Beach, Florida 33411

CURVE DATA

STATION	PC	PT	PI	LC	EC	EA	EA	EA	EA
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63	107.95	09°11'59"	46.48'	21.24'	33.00'	1177.95'	09°11'59"	87.82'	87.82'
64	107.95	09°11'59"	46.48'	21.24'	33.00'	1177.95'	09°11'59"	87.82'	87.82'
65	107.95	09°11'59"	46.48'	21.24'	33.00'	1177.95'	09°11'59"	87.82'	87.82'
66	107.95	09°11'59"	46.48'	21.24'	33.00'	1177.95'	09°11'59"	87.82'	87.82'
67	107.95	09°11'59"	46.48'	21.24'	33.00'	1177.95'	09°11'59"	87.82'	87.82'
68	107.95	09°11'59"	46.48'	21.24'	33.00'	1177.95'	09°11'59"	87.82'	87.82'
69	107.95	09°11'59"	46.48'	21.24'	33.00'	1177.95'	09°11'59"	87.82'	87.82'
70	107.95	09°11'59"	46.48'	21.24'	33.00'	1177.95'	09°11'59"	87.82'	87.82'
71	107.95	09°11'59"	46.48'	21.24'	33.00'	1177.95'	09°11'59"	87.82'	87.82'
72	107.95	09°11'59"	46.48'	21.24'	33.00'	1177.95'	09°11'59"	87.82'	87.82'
73	107.95	09°11'59"	46.48'	21.24'	33.00'	1177.95'	09°11'59"	87.82'	87.82'
74	107.95	09°11'59"	46.48'	21.24'	33.00'	1177.95'	09°11'59"	87.82'	87.82'
75	107.95	09°11'59"	46.48'	21.24'	33.00'	1177.95'	09°11'59"	87.82'	87.82'
76	107.95	09°11'59"	46.48'	21.24'	33.00'	1177.95'	09°11'59"	87.82'	87.82'
77	107.95	09°11'59"	46.48'	21.24'	33.00'	1177.95'	09°11'59"	87.82'	87.82'
78	107.95	09°11'59"	46.48'	21.24'	33.00'	1177.95'	09°11'59"	87.82'	87.82'
79	107.95	09°11'59"	46.48'	21.24'	33.00'	1177.95'	09°11'59"	87.82'	87.82'
80	107.95	09°11'59"	46.48'	21.24'	33.00'	1177.95'	09°11'59"	87.82'	87.82'



FLORIDA DEPARTMENT OF STATE
Division of Corporations

August 7, 2007

DICKER, KRIVOK, & STOLOFF, P.A.
ATTN: EDWARD DICKER
1818 AUSTRALIAN AVE. SOUTH SUITE 400
WEST PALM BEACH, FL 33409

Pursuant to your recent inquiry, we are enclosing the certification you requested.

Should you have any questions regarding this matter you may contact our office at (850) 245-6053.

YASHIRA C COLSON
Certification Section

Letter No. 607A00048395

State of Florida



Department of State

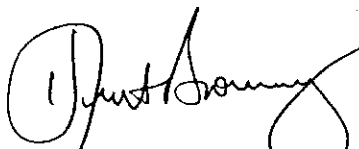
I certify the attached is a true and correct copy of the Articles of Incorporation, as amended to date, of HUNTINGTON WOODS HOMEOWNERS' ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, as shown by the records of this office.

The document number of this corporation is N03549.



CR2EO22 (01-07)

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Seventh day of August, 2007


Kurt S. Browning
Secretary of State

ARTICLES OF INCORPORATION

OF

HUNTINGTON WOODS HOMEOWNERS' ASSOCIATION, INC.

(A Corporation Not-for-Profit)

In order to form a corporation under and in accordance with the provisions and the laws of the State of Florida for the formation of corporation not-for-profit, we, the undersigned, hereby associate ourselves into a corporation for the purposes and with the powers hereinafter mentioned; and to that end we do, by these Articles of Incorporation, set forth the following:

ARTICLE I

DEFINITIONS

The following terms, when used in these Articles of Incorporation, 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 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 _____, Page _____ 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. "Open Area" means those portions of Huntington Woods described in Article III, paragraph A.1 of the Declaration.

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

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

G. "Residence" means a residential dwelling unit now or hereafter located upon a Lot. A Residence may be free standing or be contained in a building (the "Cluster Building") constructed with two (2) or more residential units attached and connected by a common roof line and floor slab and other common structural features ("Common Structural Elements"). 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.

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

I. "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.

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

K. "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 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.

L. "Articles" means this instrument and any amendments hereto.

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

N. "Huntington Woods Documents" means the Declaration, these Articles and the By-Laws and all documents referred to therein.

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

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

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

ARTICLE II

NAME AND ADDRESS

The name of this Association shall be HUNTINGTON WOODS HOMEOWNERS' ASSOCIATION, INC. The business of the Association shall be conducted at such place or places as may from time to time be determined by the Association and the present address shall be:

1001 Northwest 62nd Street
Suite 306A
Fort Lauderdale, Florida 33309

ARTICLE III

PURPOSES OF ASSOCIATION

The purposes for which this Association is organized are:

(a) to operate, maintain and administer the Open Areas and

eventually receive title to the Open Areas under the Declaration and operate and enforce the Declaration subject to the plan for development of Huntington Woods as described in the Declaration; and (b) to enforce and carry out the terms, conditions, covenants and provisions of the Huntington Woods Documents.

ARTICLE IV

POWERS

In furtherance of the Declaration and its purposes, the Association shall have and may exercise all of the following powers (the enumeration of specific powers herein shall not be deemed to limit or restrict the powers of the Association):

A. The Association shall have all of the common law and statutory powers of a corporation not-for-profit under the laws and statutes of the State of Florida to the extent that such powers are not in conflict with the Huntington Woods Documents.

B. The Association shall have all of the powers reasonably necessary to implement its purposes, including, but not limited to, the following:

1. to make, levy, collect and enforce assessments and special assessments for the purpose of obtaining funds from its members to pay for Association Expenses and to specially assess certain members for the repair or replacement of Common Structural Elements" within a Cluster Building, and to use and expend the proceeds of assessments in the exercise of its powers and duties hereunder;

2. To maintain, repair, replace and operate the Open Areas in accordance with the Huntington Woods Documents;

3. To enforce by legal means the obligations of the members of this Association and the provisions of the Huntington Woods Documents;

4. To make, establish, amend and enforce rules and regulations governing Huntington Woods;

5. To enter into, make, amend, perform and carry out, or cancel, and rescind or settle contracts, (including, any management contracts for the management and operation of

Huntington Woods and agreements undertaken in connection with the Association's responsibilities under the Huntington Woods Documents);

6. To deal with other corporations and associations or representatives thereof on matters of mutual interest;

7. To receive title to and own the Open Areas pursuant to the Declaration;

8. To exercise architectural control over the Property in accordance with the Huntington Woods Documents;

9. To do everything necessary, suitable or proper for the accomplishment of any of the purposes, the attainment of any of the objects, or the furtherance of any of the powers of the Association either along or in connection with the Developer or other firms or individuals or corporations.

ARTICLE V

MEMBERS

A. The members of the Association shall have all the common law and statutory (under the laws of the State of Florida) rights, powers, duties, obligations and privileges of members of corporations not-for-profit, including the right to elect the Board of Directors in the manner provided in Article X of these Articles. The qualification of members, the manner of their admission to membership in the Association ("Membership"), the manner of the termination of such Membership, and voting by Members shall be as follows:

1. Until such time as the first conveyance of a Residence to a Homeowner other than the Developer in the manner described in paragraph A.3 of this Article, the Membership of this Association shall be comprised solely of the Incorporator ("Incorporator Member") of these Articles; and, in the event of the resignation or termination of the Incorporator, the Incorporator shall nominate and designate a successor Incorporator Member.

2. Upon the occurrence of the first conveyance of a Residence to a Homeowner other than the Developer in the manner

described in paragraph A.3 of this Article, the Incorporator's rights and interest shall be automatically terminated and the Homeowners (which shall mean the transferee of that first Residence, the transferees of each Residence thereafter, and Developer as the owner of the remaining Lots or Residences), shall be entitled to exercise all of the rights and privileges of Members.

3. Membership in the Association by Homeowners other than the Developer shall be established by the acquisition of ownership of fee simple title to a Residence as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County, whereupon the Membership of the prior owner thereof, if any, shall terminate as to that Residence. The Developer shall have rights of Membership for each and every Lot or Residence which is the subject of the Declaration until such time as a deed of conveyance from the Developer is recorded in the Public Records of the County.

4. No Member may assign, hypothecate or transfer in any manner his Membership or his share in the funds and assets of the Association except as an appurtenance to his Residence.

5. Each Residence owned by as Homeowner and each Lot owned by the Developer shall have one vote exercised by the owner thereof. In the event any Residence is owned by more than one party, the voting rights shall be exercised by such party as shall be designated by the owners and in a certificate of voting authorization to be filed with the Association.

6. In no event shall the termination of Membership either (a) relieve or release any Member or former Members from any liability or obligation incurred by virtue of or in any way connected with ownership of a Residence; or (b) impair any rights or remedies which the Association or other Homeowners have or may have against such Member or former Member arising out of or in any way connected with the ownership of a Residence within Huntington Woods.

ARTICLE VI

TERM

The term for which this Association is to exist shall be perpetual.

ARTICLE VII

INCORPORATOR

The name and address of the Incorporator of these Articles is as follows:

<u>NAME</u>	<u>ADDRESS</u>
Marvin Robinson	1001 Northwest 62nd Street Suite 306A Fort Lauderdale, Florida 33309

ARTICLE VIII

OFFICERS

A. The affairs of the Association shall be managed by the President of the Association, assisted by the Vice President, Secretary and Treasurer, and, if any, by the Assistant Secretary and Assistant Treasurer, subject to the directions of the Board.

The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time determine. The President shall be elected from amongst the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible, provided, however, the office of President and a Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

B. The duties of such officers, their terms of office, the manner of their selection and removal shall be determined in accordance with the By-Laws from time to time in effect.

ARTICLE IX

FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President - Marvin Robinson
Vice President - Jerry Gordon
Secretary - Harriet Samar

ARTICLE 3

BOARD OF DIRECTORS

A. The business of the Association shall be conducted and administered by the Board of Directors.

B. There shall be three (3) members to the Board. The names and street addresses of the persons who are to serve as the first Board (hereinafter referred to as the "First Board"), all of whom shall be appointed by the Developer, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Marvin Robinson	1001 Northwest 62nd Street Suite 306A Fort Lauderdale, Florida 33309
Harriet Samar	1001 Northwest 62nd Street Suite 306A Fort Lauderdale, Florida 33309
Jerry Gordon	1001 Northwest 62nd Street Suite 306A Fort Lauderdale, Florida 33309

C. The Developer reserves the right to name successor Directors to serve on the First Board until the "Turnover Date" as hereinafter described. The Members of all Boards serving subsequent to the First Board shall be elected by the Members.

D. The First Board shall serve until the "Turnover Date", which date shall be the earliest of the following:

1. December 31, 1990;
 2. Within thirty (30) days after the determination by Developer to relinquish its right to appoint the First Board.
- Upon the "Turnover Date" a special meeting of the Membership shall be called for the purpose of electing the Directors to serve as the members of the Board until the next annual meeting.

E. Developer may, at its option, and at any time or from time to time, relinquish its right to designate one or more of its directorships prior to the Turnover Date, whereupon a special meeting of the Membership shall be called for the purpose of electing such Director of Directors to the First Board to serve

as a member or members of the First Board until the Termination Date.

P. All Directors, other than members of the First Board, shall reside in Huntington Woods.

ARTICLE XI

INDEMNIFICATION

Every incorporator and every officer (and the Directors and/or officers as a group) of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees incurred by or imposed upon him in connection with any proceeding to which he may be party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, or any settlement thereof, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein 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 herein shall apply only when the Board approves such settlement and reimbursement as being for the best interest of the Association. The foregoing rights to indemnification shall be in addition to and not exclusive of all rights to which such Director or officer may be entitled by common or statutory law.

ARTICLE XII

BY-LAWS

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

ARTICLE XIII

AMENDMENTS

A. For so long as the Incorporator remains the sole Member, these Articles may be amended solely by the Incorporator to these Articles or his successor.

B. Once the Homeowners are the Members, these Articles may be amended in the following manner:

1. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting (whether of Board or entire Membership) at which such proposed amendment is considered.

2. A resolution approving a proposed amendment may be passed by either the Board or by the Membership of the Association and, after being proposed and approved by one of said bodies, it must be submitted for approval and thereupon receive such approval of the other. Such approval must be by a majority of the Members of the Association; and such approval must be by a majority of the members of the Board of Directors.

C. An amendment shall be effective upon the filing of a certified copy thereof, setting forth the provisions amended thereby, with the Secretary of State of Florida and recorded in the Public Records of Broward County, Florida.

D. Notwithstanding the foregoing provisions of this Article XIII, no amendment to these Articles which shall abridge, amend or alter the rights of the Developer to designate and select members of the First Board as provided in Article X hereof may be adopted or become effective without the prior written consent of the Developer and no amendment may be made which shall in any manner reduce, amend or modify the provisions of the Declaration. There shall be no amendment to these Articles which shall abridge, amend or alter the rights of the Developer or Institutional Mortgagee without first obtaining prior written consent of the Developer and/or Institutional Mortgagee should their rights be affected.

E. Any instrument amending these Articles shall identify the particular Article or Articles being amended and give the exact amendment and shall be attached to any certified copy of these Articles, and a copy of each amendment, certified by the Secretary of State, shall be recorded amongst the Public Records of the County.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature this 8th day of June, 1984.

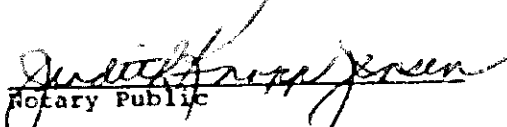

MURVIN ROBINSON

STATE OF FLORIDA)
)SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me a Notary Public duly authorized in the State and County named above to take acknowledgements, personally appeared Marvin Robinson, to me known to be the person described as Incorporator herein and who executed the foregoing Articles of Incorporation and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 8th day of June, 1984.

My Commission Expires:


Notary Public

Notary Public, State of Florida
My Commission Expires July 16, 1987
Bonded thru my firm, Insurance, Inc.

CERTIFICATE DESIGNATING RESIDENT AGENT
AND OFFICE FOR SERVICE OF PROCESS

HUNTINGTON WOODS HOMEOWNERS' ASSOCIATION, INC., a corporation not-for-profit, existing under the laws of the State of Florida, with its principal office located at 1001 N.W. 62nd Street, Suite 306A, Fort Lauderdale, Florida, 33309, has named ALVIN CAPP, ESQ., whose address is 700 S.E. Third Avenue, Third Floor, Fort Lauderdale, Florida, 33314, as its agent to accept service of process within the State of Florida.

ACCEPTANCE

Having been named to accept service of process for the above named Corporation, at the place designated in this Certificate, I hereby accept the appointment of Resident Agent and agree to comply with all applicable provisions of law.


ALVIN CAPP

AMENDMENT TO ARTICLES OF INCORPORATION
OF
HUNTINGTON WOODS HOMEOWNERS' ASSOCIATION, INC.
(A Corporation Not-for-Profit)

FILED
MAR 3 10 46 AM '85
SECRETARY OF STATE
PALM BEACH COUNTY, FLORIDA

The undersigned, being the sole incorporator of Huntington Woods Homeowners' Association, Inc., hereby amends the Articles of Incorporation ("Articles") of Huntington Woods Homeowners' Association, Inc. filed June 8, 1984 under Corporate Charter Number NO3549 as follows:

1. Article I of the Articles is hereby deleted in its entirety and amended to read as follows:

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 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 40 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.

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.

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

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

2. Article II of the Articles is hereby amended to change the present address to:

906 NW 51st Street
Pompano Beach, Florida 33064

3. Article III of the Articles is deleted in its entirety and is amended to read as follows:

Purposes of Association

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the Berm and Lake Areas and architectural control of the residential area within that certain tract of property described as:

"Phase I"

All of Lot 1, Block "A"

All of Lots 1 and 39, 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 part of HAWTHORNE SUBDIVISION recorded in Plat Book 30, Pages 107 and 108 of said Public Records and part of HAWTHORNE 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.

and to promote the health, safety and welfare of the Homeowner within Phase I and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration applicable to the property and recorded or to be recorded in the Office of Clerk of Palm Beach County, Florida said Declaration being incorporated herein as if set forth in length.

4. Article IV, Section B(1) of the Articles is hereby deleted in its entirety and amended to read as follows:

1. To make, levy, collect and enforce assessments and special assessments for the purpose of obtaining funds from its members to pay for Association Expenses.

5. Article IV, Paragraph B(2) of the Articles is hereby deleted in its entirety and amended to read as follows:

To maintain, repair, replace and generate the Berm and Lake Areas in accordance with the Huntington Woods Documents.

6. Article IV, Paragraph B of the Articles is amended to add the following paragraphs:

10. To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

11. To borrow money, and (with the assent of two-thirds (2/3) of each class of members) mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

12. To dedicate, sell or transfer all or any part of the Berm or Lake Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. Subject to provisions set forth in the Declaration, no such dedication, sale or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer.

13. To participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members.

7. Article V, Paragraph A.5 is amended by deleting the words "and each Lot owned by the Developer".

8. Article V of the Articles is amended to add the following paragraph:

A.7. 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.

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2
6
8
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4
5

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

9. Article VII of the Articles is hereby amended to change the Incorporator's address to:

906 NW 51st Street
Pompano Beach, Florida 33064

10. Article X of the Articles is amended by deleting Paragraphs B, D and F in its entirety and is amended to read as follows:

B. The affairs of the Association shall be managed by a board of seven (7) Directors who need not be members of the Association. The number of directors may be changed by amendment of the by-laws of the Association. The initial board shall consist of three (3) directors. The names and street addresses of the persons who are to serve as the first board (hereinafter referred to as the "First Board"), all of whom shall be appointed by the Developer, are as following:

<u>NAME</u>	<u>ADDRESS</u>
Marvin Robinson	906 NW 51st Street Pompano Beach, Florida 33064
Harriet Samar	906 NW 51st Street Pompano Beach, Florida 33064
Jerry Gordon	906 NW 51st Street Pompano Beach, Florida 33064

Until the first annual meeting following turnover, the Board shall be directed by the above named directors.

10. The following articles are hereby added to the Articles:

ARTICLE XIV

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. 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 such similar purposes.

ARTICLE XV

FHA/VA APPROVAL

As long as there is a Class B membership, and, if any lot has been financed with FHA or VA Financing, the following actions will require the prior approval of the Federal Housing Administration (FHA) or the Veterans Administration (VA), as the case may be: annexation of additional properties, mergers and consolidations, mortgaging of Berm Area or Lake Area, dedication of Berm Area or Lake Area, dissolution and amendment of these Articles.

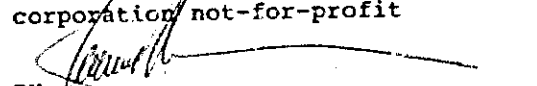
IN WITNESS WHEREOF, the President and Secretary of this Corporation have executed these Articles of Amendment on behalf of the Corporation.

Attest:


Secretary

HUNTINGTON WOODS HOMEOWNERS'
ASSOCIATION, INC., a Florida
corporation not-for-profit

BY:


President
(SEAL)

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me this
5 day of April, 1985 by Harriet F. Lewis and
_____, President and Secretary respectively,
of Huntington Woods Homeowners' Association, Inc., a Florida
corporation not-for-profit, on behalf of the corporation.

Harriet F. Lewis

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. 06/30/1997
BONDED INVA GENERAL INS. SMO.

This amendment was adopted by the directors on March 29, 1985.

HUNTINGTON WOODS HOMEOWNERS ASSOCIATION, INC.

November 10, 2006

TO ALL HOMEOWNERS AND OCCUPANTS:

Re: Rules and Regulations of Huntington Woods

The present Board of Directors of Huntington Woods Homeowners Association, Inc. has recently adopted the amended Rules and Regulations which are attached to this letter.

The present Board of Directors has reviewed how Huntington Woods Homeowners Association, Inc. has enforced its Declaration of Covenants, Conditions and Restrictions, and its Rules and Regulations in the past.

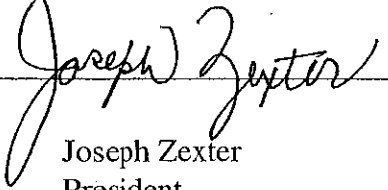
The Association has not effectively enforced some provisions in the past years. As a result, some homeowners and occupants may be confused as to the requirements of the governing documents and Rules and Regulations for maintaining Huntington Woods. The Board of Directors finds it necessary to strictly enforce these amended Rules, which contain additional provisions.

In order to ensure that all residents are aware of the Rules and Regulations and in order to give all homeowners and occupants a full and fair opportunity to bring themselves into compliance with the Rules and Regulations, the Association provides the following formal notice:

Effective December 15, 2006, the Association will enforce the attached Rules and Regulations by the means set forth in the Rules and Regulations, the governing documents, and Florida Statutes.

Sincerely,

The Board of Directors

By: 
Joseph Zexter
President

**RULES AND REGULATIONS TO ENSURE THE CONTINUING BEAUTY AND
ENHANCEMENT OF HUNTINGTON WOODS**

WHEREAS, the Board of Directors of the Huntington Woods Homeowners Association Inc. desires to ensure the continuing beauty and enhancement of Huntington Woods; and

WHEREAS, it is necessary that a Rules Committee be established to ensure the enforcement of these amended rules;

NOW THEREFORE, the Board of Directors of Huntington Woods Homeowners Association, Inc., adopts the following amended rules and regulations to ensure the continuing beauty and enhancement of Huntington Woods, pursuant to *Article IV, Paragraph B.4. of the Articles of Incorporation* and *Article VII, Section 1, paragraph (a)*; of the By-Laws.

The Board of Directors of the Huntington Woods Homeowners Association, Inc. adopts the definitions set forth in the Declarations of Covenants, Conditions and Restrictions, *Article I, and By-Laws, Article II* as though fully set forth herein.

A Rules Committee composed of three (3) members is hereby established. The Rules Committee shall have the responsibility of receiving complaints and investigating the validity of those complaints. Further, the Rules Committee or any member thereof may make periodic inspections, within the law, to determine overall compliance with these rules.

THE BOARD RESERVES THE RIGHT TO ENFORCE THESE RULES BY ALL MEANS AVAILABLE UNDER THE LAW, WHICH SHALL INCLUDE FINES IMPOSED AFTER NOTICE AND OPPORTUNITY FOR A HEARING. A FINE SHALL NOT EXCEED \$100 PER VIOLATION, AND NOT MORE THAN \$1,000 IN THE AGGREGATE WHERE A FINE IS LEVIED ON THE BASIS OF EACH DAY OF A CONTINUING VIOLATION.

1. No homeowner or member shall maintain a roof with any appearance other than a clean appearance (roofs must be cleaned and free of vegetation, mold, etc. whereby the home's original appearance is maintained.)

2. No building, fence, wall or other structure (as determined by the committee) shall be commenced, erected or maintained upon the residences or lots, nor shall any exterior addition, 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 of 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 from the

homeowner *by certified mail* to the board, approval will not be required and this section will be deemed to have been fully complied with. At such time any necessary building permits from any and all government agencies can be applied for. **NOTE:** During hurricane preparedness a waiver is granted to homeowner(s) installing hurricane shutters which comply with applicable codes.

3. All portions of lots not occupied by a residence, driveway or sidewalk shall be fully sodded and maintained with grass or other suitable ground cover as approved by the Board of Directors.
4. All trash containers, oil tanks or bottled gas tanks shall be located at the rear of the structure or shall be located in an area, which is not visible from any street view. No garbage, trash, refuse or rubbish shall be deposited, dumped or kept on any part of the residence except in sanitary capped containers. Discarded items that cannot fit into a garbage container must be kept from view and not taken out to the street until after dusk on the day prior to the designated day of trash/rubbish pick-up. (**NOTE:** All homeowners are aware there are two pick-up days, only one day allows for garbage, trash, refuse, recycle or rubbish pick-up; the other designated day is for garbage pick-up ONLY so govern yourself accordingly for what is placed on the curb during these days.) Garbage may be placed at the front of the residence for pick-up, which garbage shall not be left outside for a period of excess of twenty-four (24) hours or in accordance with applicable ordinances, whichever shall be more restrictive. Discarded items that cannot fit into a garbage container must be kept from view and not taken out to the street until after dusk on the day prior to the designated day of pick-up
5. No sign, advertisement, notice, lettering or descriptive design shall be posted, displayed, inscribed or affixed so that it is visible from the exterior of a residence or elsewhere upon a lot except one sign of not more than three (3) feet 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, without prior written approval for same from the Association, and no sign or display shall be larger than three (3) square feet.
6. Each homeowner or member shall be responsible for and shall maintain his residence and lot and all portions thereof, including the driveway and landscaping, in good condition and repair and in a neat and attractive manner. Trees shall not be removed from the lots without prior approval of the Homeowner's Association, whereby, a permit may then be obtained from the Village of Royal Palm Beach if HOA permission is granted. (The HOA will note that the homeowner(s) is held harmless from aforesaid actions as stated in this paragraph during the aftermath of a hurricane or natural catastrophic disaster.)

7. No exposed radio, television or phone tower or antenna shall be permitted on a lot without prior written consent of the Board of Directors of the Association. One television satellite dish no more than one meter in diameter – 39.37 inches -- [as mandated by federal regulation] mounted as inconspicuously as possible, is allowed without consent of the Board.
8. No animals, livestock, poultry or barnyard fowl of any kind shall be raised, bred or kept in Huntington Woods, except that dogs, cats, tropical fish, caged birds, hamsters, and other standard household pets 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 or members. Dogs and cats shall be leashed when not on the homeowner's lot. If any animal defecates on a lot or swale area which is not owned or controlled by the homeowner or member, tenant or person who owns the animal, then the person owning or controlling the animal shall clean the defecation.
9. The color of the exterior of all residences shall not be changed unless approved by the Association Board in advance and in writing.
10. No parking of trucks or vans over one (1) ton capacity, nor trailers or mobile homes shall be permitted on residential streets, lots, or swale areas, nor shall said vehicles be parked in any place, except temporarily (less than 48 hours) for delivery and during periods of construction. Boat trailers are permitted only as provided in Rule 12. No more than four (4) vehicles per household may be parked or kept within Huntington Woods. "Vehicle" is defined for this purpose as all vehicles propelled by power (other than muscular power). Of the four vehicles per household, no more than one (1) shall be a commercial vehicle, and the commercial vehicle must be parked in the garage or owner's driveway only. "Commercial vehicle" is defined as a vehicle used in work, trade or business for the carrying of goods or items used in the business or paying passengers, or any vehicle bearing advertising or logos visible from the outside. No vehicles shall be parked so as to block sidewalks. As provided in the Code of Ordinances, Village of Royal Palm Beach, Florida, no vehicle is allowed to park in such a way as causes any portion of the vehicle to interfere in any way with the traffic flow.
11. Only boats powered by sail, oars or electric motors, not to exceed three (3) horsepower, shall be allowed on the lake.
12. No homeowner shall keep any boat, other vessel, boat trailer, or boat-trailer combination on his property, in the street, or in the swale areas in any manner except temporarily (less than 72 hours), unless the vessel, boat, boat trailer or boat-trailer combination is stored at the side of the Residence and suitably screened from view, or is stored in the homeowner or member's garage.

The failure of the Huntington Woods Homeowners Association, Inc. to enforce any of these rules and regulations shall not result in a waiver of the Huntington Woods Homeowners Association, Inc.'s ability to enforce these rules and regulations at a later date.

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BY-LAWS

OF

HUNTINGTON WOODS HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION. The name of the corporation is HUNTINGTON WOODS HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 906 N.W. 51st Street., Pompano Beach, Florida 33064, but meetings of members and directors may be held at such places within the State of Florida, County of Palm Beach, as may be designated by the Board of Directors.

ARTICLE II

The following terms, when used in these By-Laws, 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 of a portion of its rights of 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 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____, Page____, 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. "Open Areas" shall mean all real property owned by the Association for the common use and enjoyment of the Owners more particularly described in Article

VI, Section 1, of the Declaration and depicted in the site plan for Huntington Woods Association, Inc.

- E. "Residential Area" means those portions of "Huntington Woods" committed by the Declaration to residential use as described therein.
- F. "Lot" means a parcel of land in Huntington Woods to which the Developer proposes to convey in fee simple as a "Homeowner" and all improvements now or hereafter located thereon.
- G. "Residence" means a residential dwelling unit now or hereafter located upon a Lot. A residence may be free standing or be contained in a building (the "Cluster Building") constructed with two (2) or more residential units attached and connected by a common roof line and floor slab and other common structural features ("Common Structural Elements). 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.
- H. "Homeowner" means the owner or owners of fee simple title to a Residence.
- I. "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.
- J. "Association Expenses" means the expenses of the Association in operating, maintaining and administering Huntington Woods.
- K. "Institutional Mortgagee" means any lending institution or real estate investment trust having 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 of the State of Florida, and 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.
- L. "Articles" means the Articles of Incorporation of the Association and any amendments thereto.
- M. "By-Laws" means this instrument and any amendments hereto.

N. "Huntington Woods Documents" means the Declaration, the Articles and these By-Laws and all documents referred to therein.

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

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

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

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of January of each year thereafter, at the hour of 7:00 o'clock, P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meeting. Special meetings of the members may be called at any time by the president or by the Board, or upon written request of the members who are entitled to vote, one-fourth (1/4) of all of the votes, of a Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting, to each member entitled to vote thereat, addressed to the member's address by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles, the Declaration, or these By-Laws. If however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

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Section 6. The Membership may, at the discretion of the Board, act by written agreement in lieu of a meeting provided written notice if the matter or matters to be agreed upon is given to the Membership at the addresses and within the time periods set forth in Section 3.4 herein or duly waived in accordance with such Section. The decision of the majority of the Membership as to the matter or matters to be agreed upon (as evidenced by written response to be solicited in the notice) shall be binding on the Membership, provided a quorum of the Membership submits a response. The notice shall set forth a time period during which a response must be submitted by a Member or Member by Certificate.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of seven (7) directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The initial Board shall consist of three (3) directors ("First Board")

Section 2. Term of Office. At the first annual meeting following turnover (as described in the Articles) the members shall elect seven (7) directors for a term of one year, and at each annual meeting thereafter the members shall elect three directors for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor. Notwithstanding the above, a director designated by the Developer as provided in the Articles may be removed only by the Developer in its sole discretion and without any need for a meeting or vote. The Developer shall have the unqualified right to name a successor both for any Directors designated and thereafter removed by it or for any vacancies on the Board as to a Directorship designated by it,

and shall notify the Board as to the successor and of the commencement date for the term of such successor Director.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

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Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall be appointed by the Board prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

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Section 3. Notice. Notice of the time and place of Regular and Special Meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or telegraph at least forty-eight (48) hours prior to the day named for such meeting unless such notice is waived before, during or after such meeting. Any director may waive notice of the meeting before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.

Section 4. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations and modify or rescind existing rules and regulations for the operation and use of Huntington Woods provided such rules and regulations are not inconsistent with the Huntington Woods documents governing the use of the Open Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof ;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations ;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles, or the Declaration ;

(d) declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board ; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth ($\frac{1}{4}$) of the Class A members who are entitled to vote ;

(b) supervise all officers, agents and employees of these Association, and to see that their duties are properly performed ;

(c) as more fully provided in the Declaration, to :

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period and using the proceeds if assessment in the exercise of the powers and duties of the Association and the Board ;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period ; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) after due date or to bring action at law against the owner personally obligated to pay the same.

(d) issue, or to cause and appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment ;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association ;

(f) cause all officers of employees having fiscal responsibilities to be bonded, as it may deem appropriate ;

(g) cause the Open Area to be maintained ;

(h) hiring and retaining such employees as are necessary to administer and carry out the services required for the proper administration of the purposes of this Association and paying all salaries therefor ;

(i) exercising architectural control over the Residences and other improvements now or hereafter placed upon Huntington Woods.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board ; a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year, unless he/she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy inn any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he/she replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article

Section 8. Duties. The duties of the officers are as follows :

(a) PRESIDENT ; the president shall preside at all meetings of the Board ; shall see that orders and resolutions of the Board are carried out ; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes and have power to appoint such committees at such times from among the members as he/she may in his/her discretion determine appropriate to assist in the conduct of the affairs of the Association.

(b) VICE-PRESIDENT ; the vice-president shall act in the place and stead of the president in the event of his/her absence, inability of refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the Board.

(c) SECRETARY ; the secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members ; keep the corporate seal of the Association and affix it on all papers requiring said seal ; serve notice of meetings of the Board and of the members ; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) TREASURER ; the treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board ; shall sign all checks and promissory notes of the Association along with the President except as otherwise provided by the Board ; keep proper books of account ; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year ; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at it's regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint and Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these by-laws. In addition, the Board shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

A. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The

Declaration, the Articles and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost. Authorization of a representative by a member must be in writing and signed by the member giving the authorization and dated within sixty (60) days of the date of inspection.

- B. The Board shall adopt a budget for the Association Expenses for each forthcoming fiscal year at a Special Meeting of the Board (" Budget Meeting ") called for that purpose prior to the commencement of the following calendar year. Copies of the budget as adopted shall be mailed to each Member at the Member's last known address as reflected on the books and records of the Association within thirty (30) days after said Budget Meeting. Association Expenses shall be assessed in accordance with the budget pro rata in accordance with the Declaration.
- C. The Board may include a sum of money as an assessment for the making of betterment's to Huntington Woods of for the establishment of reserves for repair of replacement of improvements now or hereafter located on Huntington Woods (including the Open Areas) either annually or from time to time as the Board shall determine the same to be necessary. This sum of money so fixed shall then be levied upon the members by the Board as a special assessment.
- D. In administering the finances of the Association, the following procedures shall govern : (i) the fiscal year shall be the calendar year ; (ii) any income received by the Association in any calendar year may be used by the Association to pay expenses incurred in the same calendar year ; (iii) there shall be apportioned between calendar years on a pro rata basis any expenses which are prepaid in any one calendar year, for example, insurance and taxes ; (iv) assessments shall be made not less frequently that quarterly in amounts no less that are required to provide funds in advance for payment of all of the anticipated current operating expenses and for all unpaid operating expenses previously incurred ; (v) Association Expenses incurred in a calendar year shall be charged against income for the same calendar year, regardless of when the bill for such Association Expenses is received. Notwithstanding the foregoing, regular assessments shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all expenses in any calendar year as such expenses are incurred in accordance with the cash basis method of accounting. The cash basis method of accounting shall conform to generally accepted accounting standards and principles applicable thereto.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Area of abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having in its circumference the words : HUNTINGTON WOODS HOMEOWNERS ASSOCIATION, INC.

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ARTICLE XIII

AMMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. An amendment may be proposed by either the Board or by the Membership, and after being proposed and approved by one of such bodies, it must be approved by the other as above set forth in order to become enacted as an amendment.

Section 3. No modification or amendment to these By-Laws shall be adopted which would affect or impair the validity or priority of any Institutional Mortgages or the

right of the Developer without prior written consent of the Developer and/or the Institutional Mortgagee if such rights are effected. Nor shall any such modification or amendments affect any provisions, terms, conditions, rights or obligations set forth in any other of the Huntington Woods Documents as the same may be amended from time to time in accordance with the provisions thereof.

Section 4. Any instrument amending the By-Laws shall identify the particular Section or Sections being amended and give the exact language of such amendment. A certified copy of each such amendment shall be attached to any certified copy of these By-Laws and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records of the County.

Section 5. In the case of any conflict between the Articles and these By-Laws, the Articles shall control ; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

AMENDMENTS TO ARTICLES OF INCORPORATION

OF

HUNTINGTON WOODS HOMEOWNERS' ASSOCIATION, INC.

(A Corporation Not-for-Profit)

The undersigned, being the sole incorporator of Huntington Woods Homeowners' Association, Inc., hereby amends the Articles of Incorporation (" Articles ") of Huntington Woods Homeowners Association, Inc. filed June 8, 1984 under Corporate Charter Number NO3549 as follows:

1. Article I of the Articles is hereby deleted in its entirety and amended to read as follows:

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 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 and 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 49 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 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.
- 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 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.
- R. "**Member**" means a member of the Association.
- S. "**County**" means Palm Beach County, Florida.

2. **Article II** of the Articles is hereby amended to change the present address to:

906 NW 51st Street
Pompano Beach, Florida 33064

3. **Article III** of the Articles is deleted in its entirety and is amended to read as follows:

PURPOSES OF ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the Berm and Lake Areas and architectural control of the residential area within that certain tract of property described as :

“ Phase I “

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 part of HAWTHORNE SUBDIVISION recorded in Plat Book 30, pages 107 and 108 of said Public Records and part of said Public Records and lying in Section 14, Township 43 South, Range 41 East, Village of Royal Palm Beach, Palm Beach County, Florida.

And to promote the health, safety and welfare of the Homeowner within Phase I and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration applicable to the property and recorded or to be recorded in the Office of Clerk of Palm Beach County, Florida said Declaration being incorporated herein as if set forth in length.

4. **Article I V, Section B (1)** of the Articles is hereby deleted in its entirety and amended to read as follows:

1. To make, levy, collect and enforce assessments and special assessments for the purpose of obtaining funds from its members to pay for Association Expenses.

5. **Article IV, Paragraph B(2)** of the Articles is hereby deleted in its entirety and amended to read as follows:

To maintain, repair, replace and generate the Berm and Lake Areas in accordance with the Huntington Woods Documents.

6. **Article IV, Paragraph B** of the Articles is mended to add the following paragraphs:

10. *To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.*
11. *To borrow money, and (with the assent of two-thirds (2/3) of each class of members) mortgage, pledge, deed in trust, or hypothecate and or all of its real or personal property as security for money borrowed or debts incurred.*
12. *To dedicate, sell or transfer all or any part of the Berm or Lake Area to any public agency, authority, or utility for such purposes and subject too such conditions as may be agreed to by the members. Subject to provisions set forth in the Declaration, no such dedication, sale or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer.*
13. *To participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property provided*

that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members.

7. Article V, Paragraph A.5 is amended by deleting the words " and each Lot owned by the Developer".

8. Article V of the Articles is amended to add the following paragraph:

A. 7. 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. The Developer shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership ("Turnover") on the happening of any of the following events, 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.

9. Article VII of the Articles is hereby amended to change the Incorporator's address to

906 NW 51st Street
Pompano Beach, Florida 33064

10. Article X of the Articles is amended by deleting Paragraphs B , D and F in its entirety and is amended to read as follows:

B. The affairs of the Association shall be managed by a board of seven (7) Directors who need not be members of the Association. The number of directors may be changed by amendment of the by-laws of the Association. The initial board shall consist of three (3) directors. The names and street addresses of the persons who are to serve as the first board (hereinafter referred to as the " First Board"), all of whom shall be appointed by the Developer, are as follows:

Marvin Robinson

906 NW 51st Street

Pompano Beach, Florida 33064

Harriet Samar

906 NW 51st Street

Pompano Beach, Florida 33064

Jerry Gordon

906 NW 51st Street

Pompano Beach, Florida 33064

Until the first annual meeting following Turnover, the Board shall be directed by the above named directors.

10. The following articles are hereby added to the Articles:

ARTICLE XIV

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. 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 such similar purposes.

ARTICLE XV

FHA / VA APPROVAL

As long as there is a Class B membership, and, if any lot has been financed with FHA or VA Financing, the following actions will require the prior approval of the Federal Housing Administration (FHA) or the Veterans Administration (VA), as the case may be: annexation of additional properties, mergers and consolidations, mortgaging of Berm Area or Lake Area, dedication or Berm Area or Lake Area, dissolution and amendment of these Articles.

-NOTE-

THESE AMENDMENTS WERE NOTARIZED APRIL 5, 1985, IN BROWARD COUNTY, FLORIDA, AND ADOPTED BY THE DIRECTORS ON MARCH 29, 1985.

THEY WERE SUBSEQUENTLY FILLED WITH THE FLORIDA DEPARTMENT OF STATE ON MAY 6, 1985.

ARTICLES OF INCORPORATION

OF

HUNTINGTON WOODS HOMEOWNERS' ASSOCIATION (A Corporation Not-for Profit)

In order to form a corporation under and in accordance with the provisions and the laws of the State of Florida for the formation of corporation not-for-profit, we, the undersigned, hereby associate ourselves into a corporation for the purposes and with the powers hereinafter mentioned; and to that end we do, by these Articles of Incorporation, set forth the following:

ARTICLE I

DEFINITIONS

The following terms, when used in these Articles of Incorporation, 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 entitles and, to the extent of 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 _____, Page _____ 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. "Open Areas" means those portions of Huntington Woods described in Article III, paragraph A . 1 of the Declaration.
- E. "Residential Area" means those portions of "Huntington Woods" committed by the Declaration to residential use as described therein.
- F. "Lot" means a parcel of land in Huntington Woods to which the Developer proposes to convey in fee simple as a "Homeowner" and all improvements now or hereafter located thereon.
- G. "Residence" means a residential dwelling unit now or hereafter located upon a Lot. A Residence may be free standing or be contained in a building (the " Cluster Building ") constructed with two (2) or more residential units attached and connected by a common roof line and floor slab and other common structural features (" Common Structural Elements ").

The issuance of a Certification of Occupancy for a residential structure upon a Lot shall determine the point in time when that Residence shall exist.

- H. "Homeowner" means the owner or owners of fee simple title to a Residence.
- I. "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 in defined below.
- J. "Association Expenses" means the expenses of the Association in operating, maintaining and administering Huntington Woods.
- K. "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, and agency of the United States Government, and 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 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 Notional Mortgage Association, Federal Housing Authority or Veterans' Administration, any "Secondary Market Institution" which includes the Federal Notional 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.
- L. "Articles" means this instrument and any amendments hereto.
- M. "By-Laws" means the By-Laws of the Association and any amendments thereto.
- N. "Huntington Woods Documents" means the Declaration, these Articles and the By-Laws and all documents referred to therein.
- O. "Board" means Board of Directors of the Association.
- P. "Member" means a member of the Association.
- Q. "County" means Palm Beach County Florida.

ARTICLE II

NAME AND ADDRESS

The name of this Association shall be **HUNTINGTON WOODS HOMEOWNERS' ASSOCIATION, INC.** . The business of the Association shall be conducted at such place or places as may from time to time be determined by the Association and the present address shall be:

1001 Northwest 62nd Street
Suite 306A
Fort Lauderdale, Florida 33309

ARTICLE I I I

PURPOSES OF ASSOCIATION

The purposes for which this Association is organized are:

- (a) to operate, maintain and administer to Open Areas and eventually receive title to the Open Areas under the Declaration and operate and enforce the Declaration subject to the plan for development of Huntington Woods as described in the Declaration; and
- (b) to enforce and carry out the terms, conditions, covenants and provisions of the Huntington Woods Documents.

ARTICLE I V

POWERS

In furtherance of the Declaration and its purposes, the Association shall have and may exercise all of the following powers (the enumeration of specific powers herein shall not be deemed to limit or restrict the powers of the Association):

- A. The Association shall have all of the common law and statutory powers of a corporation not-for-profit under the laws and statutes of the State of Florida to the extent that such powers are not in conflict with the Huntington Woods Documents.
- B. The Association shall have all of the powers reasonably necessary to implement its purposes, including, but not limited to, the following:
 1. to make, levy, collect and enforce assessments and special assessments for the purpose of obtaining funds from its members to pay for Association Expenses and to specially assess certain members for the repair or replacement of Common Structural Elements' within a Cluster Building, and to use and expend the proceeds of assessments in the exercise of its powers and duties hereunder;
 2. To maintain, repair, replace and operate to Open Areas in accordance with the Huntington Woods Documents;
 3. To enforce by legal means the obligations of the members of this Association and the provisions of the Huntington Woods Documents;
 4. To make, establish, amend and enforce rules and regulations governing Huntington Woods;
 5. To enter into, make, amend, perform and carry-out, or cancel, and rescind or settle contracts, (including, any management contracts for the management and operation of Huntington Woods and agreements undertaken in connection with the Association's responsibilities under the Huntington Woods Documents);
 6. To deal with other corporations and associations or representatives thereof on matters of mutual interest;
 7. To receive title to and own the Open Areas pursuant to the Declaration;
 8. To exercise architectural control over the Property in accordance with the Huntington Woods Documents;
 9. To do everything necessary, suitable or proper for the accomplishment of any of the purposes, the attainment of any of the objects, or the furtherance of any of the powers of the Association either along or in connection with the Developer or other firms or individuals or corporations.

ARTICLE V

MEMBERS

- A. The members of the Association shall have all the common law and statutory (under the laws of the State of Florida) rights, powers, duties, obligations and privileges of members of corporations not-for-profit, including the right to elect the Board of Directors in the manner provided in Article X of these Articles. The qualification of members, the manner of their admission to membership in the Association ("Membership"), the manner of the termination of such Membership, and voting by Members shall be as follows:
1. Until such time as the first conveyance of a Residence to a Homeowner other than the Developer in the manner described in paragraph A . 3 of this Article, the Membership of this Association shall be comprised solely of the Incorporator ("Incorporator Member") of these Articles; and, in the event of the resignation or termination of the Incorporator, the Incorporator shall nominate and designate a successor Incorporator Member.
 2. Upon the occurrence of the first conveyance of a Residence to a Homeowner other than the Developer in the manner described in paragraph A . 3 of this Article, the Incorporator's rights and interest shall be automatically terminated and the Homeowners (which shall mean the transferee of that first Residence, the transferees of each Residence thereafter, and Developer as the owner of the remaining Lots or Residences), shall be entitled to exercise all of the rights and privileges of Members.
 3. Membership in the Association by Homeowners other than the Developer shall be established by the acquisition of ownership of fee simple title to a Residence as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County, whereupon the Membership of the prior owner thereof, if any, shall terminate as to that Residence. The Developer shall have rights of Membership for each and every Lot or Residence which is the subject of the Declaration until such time as a deed of conveyance from the Developer is recorded in the Public Records of the County.
 4. No Member may assign, hypothecate or transfer in any manner his Membership of his share in the funds and assets of the Association except as an appurtenance to his Residence.
 5. Each Residence owned by a Homeowner and each Lot owned by the Developer shall have one vote exercised by the owner thereof. In the event any Residence is owned by more than one party, the voting rights shall be exercised by such party as shall be designated by the owners and in a certificate of voting authorization to be filed with the Association.
 6. In no event shall the termination of Membership either (a) relieve or release any Member or former Members from any liability or obligation incurred by virtue of or in any way connected with ownership of a Residence; or (b) impair any rights or remedies which the Association or other Homeowners have or may have against such Member or former Member arising out of or in any way connected with the ownership of a Residence within Huntington Woods.

ARTICLE VI

TERM

The term for which this Association is to exist shall be perpetual.

ARTICLE VII

INCORPORATOR

The name and address of the Incorporator of these Article is as follows:

Marvin Robinson

1001 Northwest 62nd Street
Suite 306A
Fort Lauderdale, Florida 33309

ARTICLE VIII

OFFICERS

- A. The affairs of the Association shall be managed by the President of the Association, assisted by the Vice President, Secretary and Treasurer, and, if any, by the Assistant Secretary and Assistant Treasurer, subject to the directions of the Board.

The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time determine. The President shall be elected from amongst the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible, provided, however, the office of President and a Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

- B. The duties of such officers, their terms of office, the manner of their selection and removal shall be determined in accordance with the By-Laws from time to time in effect.

ARTICLE IX

FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President

Marvin Robinson

Vice President

Jerry Goron

Secretary

Harriet Samar

ARTICLE X

BOARD OF DIRECTORS

- A. The business of the Association shall be conducted and administered by the Board of Directors.
- B. There shall be three (3) members to the Board. The names and street addresses of the persons who are to serve as the first Board (hereinafter referred to as the " First Board "), all of whom shall be appointed by the Developer, are as follows:

Marvin Robinson

1001 Northwest 62nd Street
Suite 306A
Fort Lauderdale, Florida 33309

Harriet Samar

1001 Northwest 62nd Street
Suite 306A
Fort Lauderdale, Florida 33309

Jerry Gordon

1001 Northwest 62nd Street
Suite 306A
Fort Lauderdale, Florida 33309

- C. The Developer reserves the right to name successor Directors to serve on the First Board until the " Turnover Date " as hereinafter described. The Members of all Boards serving subsequent to the First Board shall be elected by the Members.
- D. The First Board shall serve until the " Turnover Date ", which date shall be the earliest of the following:
 - 1. December 31, 1990;
 - 2. Within thirty (30) days after the determination by Developer to relinquish its right to appoint the First Board. Upon the " Turnover Date " a special meeting of the Membership shall be called for the purpose of electing the Directors to serve as the members of the Board until the next annual meeting.
- E. Developer may, at its option, and at any time or from time to time, relinquish its right to designate one or more of its directorships prior to the Turnover Date, whereupon a special meeting of the Membership shall be called for the purpose of electing such Director of Directors to the First Board to serve as a member or members of the First Board until Turnover Date.
- F. All Directors, other than members of the First Board, shall reside in Huntington Woods.

ARTICLE XI

INDEMNIFICATION

Every incorporator and every officer (and the Directors and/or officers as a group) of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees incurred by or imposed upon him in connection with any proceeding to which he may be party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, or any settlement thereof, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein 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 herein shall apply only when the Board approves such settlement and reimbursement as being for the best interest of the Association. The foregoing rights to indemnification shall be in addition to and not exclusive of all rights to which such Director or officer may be entitled by common or statutory law.

ARTICLE XII

BY-LAWS

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

ARTICLE XIII

AMENDMENTS

- A. For so long as the Incorporator remains the sole Member, these Articles may be amended solely by the Incorporator to these Articles or his successor.
- B. Once the Homeowners are the Members, these Articles may be amended in the following manner:
 - 1. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting (whether of the Board or the entire Membership) at which such proposed amendment is considered.
 - 2. A resolution approving a proposed amendment may be passed by either the Board or by the Membership of the Association and, after being proposed and approved by one of said bodies, it must be submitted for approval and thereupon receive such approval off the other. Such approval must be by a majority of the Members of the Association; and such approval must be by a majority of the members of the Board of Directors.
- C. An amendment shall be effective upon the filing of a certified copy thereof, setting forth the provisions amended thereby, with the Secretary of State of Florida and recorded in the Public Records of Broward County, Florida.
- D. Notwithstanding the foregoing provisions of this Article XIII, no amendment to these Articles which shall abridge, amend or alter the rights of the Developer to designate and select members of the First Board as provided in Article X hereof may be adopted or become effective without the prior written consent of the Developer and no amendment may be made which shall in any manner reduce, amend or modify the provisions of the Declaration. There shall be no amendment to these Articles which shall abridge, amend or alter the rights of the Developer or Institutional Mortgagee without first obtaining prior written consent of the Developer and/or Institutional Mortgagee should their rights be affected.
- E. Any instrument amending these Articles shall identify the particular Article or Articles being amended and give the exact amendment and shall be attached to any certified copy of these Articles, and a copy of each amendment, certified by the Secretary of State, shall be recorded amongst the Public Records of the County.

-NOTE-

These " Articles of Incorporation " were notarized in Broward County, on June 8, 1984.