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This document was prepared by and should be returned to: Robert B. Burr, Esq. Rossin & Burr, PLLC 1665 Palm Beach Lakes Blvd. The Forum -- Suite 101 West Palm Beach, Florida 33401

# CERTIFICATE OF AMENDMENT TO THE DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR HUNTINGTON AND THE ARTICLES OF INCORPORATION AND BYLAWS OF HUNTINGTON PROPERTY OWNERS ASSOCIATION, INC.

THIS CERTIFICATE OF AMENDMENT TO THE DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR HUNTINGTON AND THE ARTICLES OF INCORPORATION AND BYLAWS OF THE HUNTINGTON PROPERTY OWNERS ASSOCIATION, INC. is made by the President and Secretary of the HUNTINGTON PROPERTY OWNERS ASSOCIATION, INC. ("Association").

#### WITNESSETH:

WHEREAS, the Declaration of Restrictions and Protective Covenants for Huntington was originally recorded on March 21, 1995 commencing at Official Records Book 8667, Page 445 of the Public Records of Palm Beach County, Florida, and established covenants running with the land therein described;

WHEREAS, the Association desires that the Amended and Restated Declaration of Restrictions and Protective Covenants for Huntington ("Amended and Restated Declaration"), the Amended and Restated Articles of Incorporation and the Amended and Restated Bylaws of the Association (attached hereto as Composite Exhibit "1") be certified of record as notice to all current and future owners of property subject to such Amended and Restated governing documents.

NOW, THEREFORE, the President and Secretary of the Association hereby certify that:

- 1. The Amended and Restated Declaration, the Amended and Restated Articles of Incorporation and the Amended and Restated Bylaws of the Association (attached hereto as Composite Exhibit "1") have been properly and duly approved and adopted by the Association pursuant to the requirements of the Declaration, Articles of Incorporation and Bylaws.
- 2. Attached hereto as Composite Exhibit "2" are the Limited Proxy/Written Agreement, Joinder and Consent documents executed by greater than two-thirds(2/3) of

the total voting interests of the Association members; which approve the attached Amended and Restated governing documents.

2. The attached Amended and Restated governing documents shall run with the real property subject to the Amended and Restated Declaration and shall be binding on all parties having any right, title or interest in the real property subject to the Amended and Restated Declaration, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

IN WITNESS WHEREO	F, the undersigned have set their hand and seal this $5^{+}$ 2023.
Witnesses (as to both):  Signature Print Name	HUNTINGTON PROPERTY OWNERS ASSOCIATION, INC.  By: Jame Durzu  Elaine Burzin  Association President
Signature Lawen Chile (Po) Print Name	Attest: Joyce Schiff Association Secretary
STATE OF FLORIDA ) COUNTY OF PALM BEACH )	
<u>Survivary</u> , 2023, by mea <u>Elaine Burzin</u> as President and OWNERS ASSOCIATION, INC	vas acknowledged before me this 5th day of ns of [ ] physical presence or [ ] online notarization, by Joyce Schiff as Secretary of HUNTINGTON PROPERTY C., a Florida not-for-profit corporation, on behalf of the ly known to me or have produced
GARY J. GRANT  Commission # HH 206211  Expires April 7, 2028	NOTARY PUBLIC, State of Florida

This instrument should be returned to: Robert B. Burr, Esq. Rossin & Burr, PLLC 1665 Palm Beach Lakes Bivd. The Forum -- Suite 101 West Palm Beach, FL 33401

## AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR HUNTINGTON

This Amended and Restated Declaration of Restrictions and Protective Covenants for Huntington (hereinafter "Declaration" or "Amended and Restated Declaration") amends and restates the original Declaration of Restrictions and Protective Covenants for Huntington recorded on March 21, 1995 at Official Record Book 8667, at Page 445 of the Public Records of Palm Beach County, Florida.

- 1. <u>INTRODUCTION:</u> This Declaration is made by the HUNTINGTON PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, hereinafter referred to as the "Association." The covenants and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future owners of real property subject to the Declaration. The acquisition of title to a Lot or any other interest in the Common Area, or the lease, occupancy, or use of any portion of a Lot or the Common Area, constitutes an acceptance and ratification of all provisions of the Declaration, as amended from time to time, and an agreement to be bound by its terms.
- **2.** <u>DESCRIPTION OF DEVELOPMENT:</u> The properties subject to this Declaration contain ninety-eight (98) Lots.

The real property comprising the Huntington community and subject to this Declaration is as follows:

All of WYCLIFFE Tract "H", as shown in the Plat thereof recorded in Plat Book 74, Pages 126 and 127 of the Public Records of Palm Beach County, Florida.

References to the Huntington community in the Declaration or in the Articles of Incorporation and Bylaws refers to the real property stated above.

- 3. <u>DEFINITIONS:</u> The terms used in this Declaration and its exhibits shall have the meanings stated below and in Chapter 720, Florida Statutes applicable to homeowners associations and in Chapter 617, Florida Statutes (the "Florida Not For Profit Corporate Act"), both as amended from time to time, and unless the context otherwise requires.
- **3.1** "Association" means the Huntington Property Owners Association, Inc., a Florida corporation not for profit, the entity responsible for the operation of the Huntington community.

- **3.2** "<u>Common Expenses</u>" means the costs and expenses incurred by the Association with regard to ownership, operation, maintenance, repair and replacement of the Common Areas, maintenance of other property the Association is responsible to maintain and the Association carrying out its responsibilities and operating the community.
- 3.3 "Governing Documents" or "Association Documents" means and includes this Amended and Restated Declaration, Amended and Restated Articles of Incorporation, Amended and Restated Bylaws, Rules and Regulations, all as amended from time to time.
- **3.4** "Common Area" means all real property which is owned or leased by the Association or dedicated for the use or maintenance by the Association or its members, including, regardless of whether title has been conveyed to the Association. This includes real property dedicated to the Association or its members by recorded plat or property conveyed to the Association.
- 3.5 "Guest" means any person who is not the Lot Owner or a lessee or a member of the Owner's or lessee's family, who is physically present in, or occupies the Lot on a temporary basis at the invitation of the Owner or other legally permitted occupant, without the payment of consideration.

Please see Section 10.01(B) of this Declaration regarding limitation on guest occupancy.

- **3.6** "Lot" means any residential Lot within Huntington pursuant to the Plat. The term Lot includes the home and improvements on the Lot.
- **3.7** "Master Association" shall mean and refer to the WYCLIFFE GOLF AND COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC.
- 3.8 "Voting Interest" means and refers to the arrangement established in the Association Documents by which the owners of each Lot collectively are entitled to one vote in Association matters for which an Owner vote is required. There are ninety-eight (98) Lots, so the maximum number of voting interests is ninety-eight (98). If any Owners' voting rights are suspended pursuant to Florida Statutes Chapter 720, the total voting interests shall be deemed reduced by those Lots the voting rights of which were suspended.
- 4. <u>USE AND POSSESSION:</u> A Lot Owner is entitled to exclusive use and possession of the Owner's Lot. A Lot may be used solely as a single family residence. The Lot Owner is entitled to use the Common Areas in accordance with the purpose for which they are intended, but no use of the Lot or of the Common Areas may unreasonably interfere with the rights of other Lot Owners or other persons having rights to use the Common Areas. No Lot or Residence may be subdivided. The use of the Lots, Common

Area shall be governed by the Governing Documents and by the Rules and Regulations adopted by the Board of Directors.

#### 5. EASEMENTS:

#### 5.1 <u>Utility and Other Easements.</u>

The Association has the authority, without the joinder of any Owner, to grant, modify or move easements such as electric, gas, cable television, or other utility, service or access easements, or relocate any existing easements, in any portion of the Common Areas, and to grant easements or relocate any existing easements in any portion of the Common Area, as the Association shall deem necessary or desirable for the proper operation and maintenance of the Huntington community. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the Lots. The Association may also transfer title to utility –related equipment or installations, and take any other action reasonably necessary to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment or installations are to be so transferred.

Each Lot Owner grants to all other Owners and the Association a perpetual utility easement for water, sewer, power, telephone and other utility and service company lines and systems installed beneath or within a Lot.

- 5.2 Encroachments on Lots or Common Area. An easement for encroachments is granted for improvements on Common Areas which may encroach upon a Lot or when a home or improvements on a Lot encroaches upon the Common Area or another Lot, as a result of inaccuracies in survey, construction, reconstruction, or due to settlement or otherwise. The encroaching improvements shall remain as long as the encroachment exists. This includes an easement for maintenance and use of the encroaching improvements.
- 5.3 Special Maintenance Easement. Each Lot shall contain an improvement with roof overhangs passing over an adjacent Lot. A non-exclusive easement in, to, over and across such adjacent Lot with the right of ingress and egress, is hereby created in favor of each Lot for construction and maintenance work necessary in order for the Owner of each Lot to maintain the improvements on such Lot, including but not limited to maintenance of the roof overhangs, landscaping and patio. Each easement is three feet (3') wide and runs along the entire side of the adjacent Lot which contains the roof overhangs. Any use of the easement shall be done without notice in a manner as not to inconvenience the adjacent Lot Owner on any day of the week, including Sunday. Each Lot Owner shall be required to repair any and all damage it has caused to the adjacent Lot by such entry and shall be responsible for removing any and all debris from the easement area. The Association shall have the ability to modify the width or length of the easement; provided, however that such modifications shall not unreasonably interfere with the use of the Lots for dwelling purposes.

- 5.4 Ingress and Egress. A non-exclusive easement shall exist in favor of each Owner and occupant, their respective guests, tenants, licensees and invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portions of the Common Areas as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through, and across private streets and such portions of the Common Areas as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public ways.
- 5.5 Easements for County and Private Utility Use. All Owners shall have an easement for county, municipal, and private and public utility services, including but not limited to, the right of police and fire departments to enter upon any part of the Common Areas and the Lot, and the right of all utility companies to install and maintain their equipment and facilities.
- 5.6 <u>Easement to Master Association</u>. The Master Association may have easements over the property subject to this Declaration for access and maintenance of any drainage easements; maintenance, repair and replacement of roads; and to carry out any other duties which are the responsibility of the Master Association.
- 5.7 <u>Easement to Association</u>. The Association shall have an easement over the Lots to carry out any of the purposes, powers and remedies set forth in this Declaration, the Articles of Incorporation, Bylaws or otherwise provided by law. Each Owner hereby grants to the Association, its duly authorized agents, employees or independent contractors such easements for ingress and egress, across the Lots and through improvements constructed upon the Lots, as may be reasonably necessary to effect and perform the maintenance on Lots as set forth in this Declaration. In the event an Owner is on vacation and/or will not be present to permit entry onto his or her Lot for the maintenance aforementioned, said Owner shall deposit his or her gate key with the Association to permit entry thereon.
- 6. ASSOCIATION: The Association shall perform its function pursuant to the following:
- **6.1** Articles of Incorporation. The Articles of Incorporation of the Association shall be the Amended and Restated Articles of Incorporation recorded with this Declaration as they may be amended from time to time.
- **6.2** Bylaws. The Bylaws of the Association shall be the Amended and Restated Bylaws recorded with this Declaration as they may be amended from time to time.
- 6.3 <u>Delegation of Management.</u> The Association may contract for the management and maintenance of the Huntington community and employ a licensed manager or management company to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, keeping of records, enforcement of rules and maintenance, repair and

replacement of the common property with funds made available by the Association for such purposes.

- **6.4** <u>Membership.</u> The membership of the Association shall be the record Owners of legal title to the Lots.
- 6.5 Acts of the Association. Unless the approval or affirmative vote of the Lot Owners is specifically made necessary by some provision of the Florida Not For Profit Corporate Act, Chapter 720, Florida Statutes or the Governing Documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board of Directors, without a vote of the Owners. The Officers and Directors of the Association have a fiduciary relationship to the Owners. A Lot Owner does not have the authority to act for the Association by reason of being a Lot Owner.

#### 7. POWERS AND DUTIES:

- 7.1 <u>Powers and Duties.</u> The powers and duties of the Association include those set forth in Chapter 720, Florida Statutes, applicable to homeowners associations; Chapter 617, Florida Statutes which is the Florida not-for-profit corporations act; and the Governing Documents.
- 7.2 Purchase of Lots by Foreclosure or Deed in Lieu of Foreclosure. The Association, by and through the Board of Directors, shall have the power to purchase one or more Lots in the Huntington community by foreclosure of the Association's assessment lieu or by deed in lieu of foreclosure.
- 7.3 Acquisition of Property Other than Lots. The Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by a majority vote of the Board of Directors. The power to acquire ownership interests in real property (other than purchase of a Lot by foreclosure or deed in lieu of foreclosure) shall require approval by the affirmative vote of sixty percent (60%) of those Owners with voting interests present in person or by proxy at any members meeting where a quorum is attained.
- 7.4 <u>Disposition of Property.</u> Any property owned by the Association, whether real, personal or mixed, may be mortgaged, sold, leased or otherwise encumbered or disposed of by the same authority as would be required to acquire it under Section 7.3 above.
- 7.5 <u>Limitation on Liability.</u> Notwithstanding its duty to maintain and repair Common Areas and maintain certain aspects of Lots as set forth in this Declaration, the Association shall not be liable to individual Lot Owners for personal injury or property damage caused by any condition of the Common Area, Lots, or caused by the elements or Lot Owners or other persons.

## 8. <u>COMMON EXPENSES, METHOD OF DETERMINING ASSESSMENTS</u> AND COLLECTION OF ASSESSMENTS:

- 8.1 Common Expenses are the costs and expenses incurred by the Association with regard to ownership, operation, maintenance, repair and replacement of the Common Areas, maintenance of other property the Association is responsible to maintain or the Association carrying out its responsibilities and operating the community. Common Expenses shall be payable to the Association on an equal basis by all Lots except to the extent the Governing Documents or law specifies an allocation to certain Lots or allows a charge to be imposed against a specific Lot or Lots. Common Expenses include:
- (a) <u>Taxes.</u> All taxes levied or assessed upon the Common Areas, by any and all taxing authorities, including all taxes, charges and assessments, imposition and liens for public improvements, special charges and assessments; and, in general, all taxes on personal property and improvements which are now and which hereinafter may be placed in the Common Area including any interest penalties and other charges which may accrue on such taxes.
- (b) <u>Utility Charges.</u> All charges levied for utility services to Common Areas, whether supplied by a private or public firm including without limitation, all charges for water, gas, electricity, telephone, sewer and any other type of utility or service charge.
- (c) <u>Insurance</u>. The premiums on any policy or policies of insurance required under Section 12 of this Declaration, together with the costs of such other policies of insurance, as the Board shall determine to be in the best interest of the Association.
- (d) <u>Maintenance, Repair and Replacement.</u> Expenses necessary to maintain and preserve the Common Areas and easements and rights-of-way which the Association has the duty or right to maintain. Expenses of the Association for maintaining certain aspects of the Lots as set forth in this Declaration.
- (e) Operational Expenses. The costs of administration for the Association, including but not limited to any accountants, bookkeepers, administrative staff and other persons and services necessary to carry out the obligations and covenants of the Association under the Declaration. The Association may retain a management company or contractors to assist in the performance of certain obligations of the Association hereunder. Contractors may include but not be limited to legal counsel and associated fees and expenses. The fees or costs of any management company or contractor so retained shall be deemed to be part of the Common Expenses. The Association may enter into a bulk contract for cable television and/or bulk communications services, with the costs as a Common Expense. Common expenses shall include the costs and expenses of the Association carrying out its powers and duties set forth in the Governing Documents or Florida Statutes.

- (f) <u>Indemnification</u>. The cost of the Association indemnifying its officers and members of the Board for all costs and expenses whatsoever incurred in pursuance of their duties, obligations and functions hereunder.
- (g) Reserve Funds. The Board of Directors may establish a reserve fund for maintenance, repair and replacement of the Common Areas or other needs of the Association in the appropriate amounts determined proper and sufficient by the Board.
- **8.2** <u>Method of Determining Assessments.</u> The "assessments" (as hereinafter defined) for Common Expenses shall be levied and paid for as follows:
- (a) Common Expenses shall be paid by the Association out of the funds assessed and collected from and paid by all Lot owners.
- (b) As provided in the Bylaws of the Association, the Board shall prepare an estimated annual budget which shall reflect the estimated Common Expenses. Thereupon, the Board shall allocate an equal share of the Common Expenses to all Lots except as otherwise provided in this Declaration.
- (c) The regular assessment may be adjusted for the remainder of the year as necessary to allow for any change in the amount of Common Expenses.
- (d) The regular assessments shall be payable quarterly in advance on the first day of each quarter or otherwise as the Board may determine.
- (e) The Board of Directors may impose special assessments for a purpose or need not funded by the budget. Special assessments shall be paid at the times and in the manner that the Board of Directors may require.
- **8.3** ASSESSMENTS AND LIENS: There is hereby imposed upon each Lot and its Owner, the affirmative covenant and obligation to pay assessments to the Association.
- **8.3.1** The Association has the power to levy and collect assessments against each Lot and Lot Owner in order to provide the necessary funds for proper operation and management of the Huntington community and for the operation of the Association. This power includes both "regular" assessments and "special" assessments for each Lot's share of the Common Expenses. The Association may also levy special charges against any individual Lot for any amounts, other than for Common Expenses, which are properly chargeable against such Lot on an individual basis under this Declaration, Articles of Incorporation, Bylaws or law. The Association has the power to levy fines. Assessments shall be levied and enforcement of payment shall be as provided herein and in the Bylaws and law.

Assessments shall be payable to the Association on an equal basis by all Lots except to the extent the Governing Documents or law specifies an allocation to certain Lots or allows a charge to be imposed against a specific Lot or Lots

- **8.3.2** Ownership. Assessments and other funds collected by or on behalf of the Association become the property of the Association; no Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his or her Lot.
- **8.3.3** Liability for Assessments. The Owners of each Lot, regardless of how title was acquired, are liable for all assessments or installments thereon coming due while they are the Owner. Multiple Owners are jointly and severally liable. Except as provided in Florida Statutes, Chapter 720 regarding first mortgagees receiving title, whenever title to a Lot is transferred for any reason, the new Owner becomes jointly and severally liable with the previous Owner for all assessments which came due prior to the transfer and remain unpaid, without prejudice, to any right the new owner may have to recover from the previous owner any amounts paid by the new owner. Association assessments are superior in priority to second, third and fourth mortgages.
- **8.3.4** No Waiver or Excuse From Payment. The liability for assessments may not be avoided or abated by waiver of the use or enjoyment of any Common Area, by abandonment of the Lot on which the assessments are made, or by interruption in the availability of the Lot or the Common Area for any reason whatsoever. No Lot Owner may be excused from payment of his share of the assessments except as otherwise provided in Chapter 720 of the Florida Statutes regarding certain first mortgages.
- 8.3.5 Application of Payments; Failure to Pay; Interest. Assessments and installments thereon not paid on or before ten (10) days after date due shall bear interest at the highest rate allowed by law, calculated from the date due until paid. The Association may also impose an administrative late fee (in addition to interest) not to exceed the greater of \$25.00 or five percent (5%) of the amount of each installment that is paid past the due date; however if Chapter 720 of the Florida Statutes is amended to allow the late fee to be increased, the Association by Board action may increase the late fee to the amount permitted by statutes. Assessments and installments thereon shall become due, and the Owner shall become liable for said assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. All payments on account shall be applied first to interest, then to late fees, court costs and attorneys' fees and costs, and finally to delinquent assessments. No payment by check is deemed received until the check is cleared.
- **8.3.6** Acceleration. If any installment of a regular assessment or a special assessment is unpaid thirty (30) days after the due date, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Lot's regular and special assessments for that fiscal year. The due date for all accelerated amounts shall be the date of the notice of acceleration. The Association may file a Claim of Lien and it shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorneys' fees and costs as provided by law; and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent Owner a notice of the exercise, which notice shall be sent by certified or registered mail to the Owner's last known

address, and shall be deemed given upon mailing of the notice, postpaid. The notice may be given as part of the notice of intent to foreclose or may be sent separately.

- **8.3.7** Liens. The Association has a lien on each Lot securing payment of past due assessments, including interest, late fees, attorneys' fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien, whether before, during or after a Claim of Lien is recorded. The Association's lien arises at the point the assessments are imposed. The Association's lien relates back to the recording of the original Declaration. The Association may record a Claim of Lien in the Public Records of Palm Beach County, Florida, stating the description of the Lot, the name of the record Owner, the assessments past due and due dates. The Claim of Lien also secures all assessments, interest costs and attorneys' fees coming due after the Claim of Lien is recorded. The Claim of Lien is in effect until barred by law. Upon full payment, the person making the payment is entitled to a satisfaction of the Claim of Lien.
- **8.3.8** Priority of Association's Lien. The Owners of a Lot are jointly and severally liable with the previous Lot Owner for all unpaid assessments, interest, late fees, and attorney and paralegal fees and costs that came due up to the time of transfer of title. The Association's lien relates back to the recording of the original Declaration for Huntington.

However, as provided in Florida Statute 720.3085, as amended from time to time, the liability of a first mortgagee or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a parcel by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that become due before the mortgagee's acquisition of title, shall be the lesser of:

- 1. The Lot's unpaid regular periodic or special assessments that accrued or became due during the twelve (12) months immediately preceding the acquisition of title for which payment in full has not been received by the Association; or
  - 2. One (1%) percent of the original mortgage debt.

The limitations on first mortgagee liability provided in this section apply only if the first mortgagee filed suit against a Lot Owner and initially joined the Association as a defendant in the mortgage foreclosure action.

For the purposes of this section, the term "successor or assignee" used with respect to a first mortgagee includes only a subsequent holder of the first mortgage.

If a party other than the first mortgagee or its successor or assignee as a subsequent holder of the first mortgage, buys a Unit at the foreclosure sale, that party is obligated to pay the Association all unpaid back assessments, interest, late fees, and attorney and paralegal fees and costs.

Once a first mortgagee takes title, the mortgagee is responsible to pay assessments the same as any other Owner.

Notwithstanding the above, if a first mortgage is recorded in the Public Records after the Association's Claim of Lien is recorded, the first mortgagee which buys back the Unit at the foreclosure sale is responsible for all unpaid back assessments, interest, late fees, and attorney and paralegal fees and costs.

The Association assessments are superior in priority to second and third mortgages regardless of whether the Association has recorded a lien prior to the second or third mortgage being recorded. If a second or third mortgage holder files a foreclosure action, the second or third mortgage holder or any other person or party who buys the Lot at the foreclosure sale is responsible for all unpaid back assessments, interest, late fees, and attorney and paralegal fees and costs.

Any lease of a Lot shall be subordinate and inferior to the Association's lien, regardless of when the lease was executed.

If proceedings are instituted to foreclose any mortgage on any Lot, the Association, with the permission of the mortgagee, may redeem the mortgage for the amount due thereon and be subrogated to all of the mortgagee's rights of action, or the Association may purchase the Lot at the foreclosure sale.

- **8.3.9** Foreclosure of Lien. The Association may bring an action in its name to foreclose its lien for unpaid assessments in the manner provided in the Association documents, and may also bring an action to recover a money judgment for the unpaid assessments without waiving any lien rights.
- **8.3.10** Certificate as to Assessments. Within the limits provided by Chapter 720, upon written request by an owner or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") stating whether all assessments and other monies owed to the Association by the Owner with respect to the Lot have been paid.
- 9. <u>MAINTENANCE</u>; <u>LIMITATIONS UPON ALTERATIONS AND IMPROVEMENTS</u>: Responsibility for the protection, operation, maintenance, repair and replacement of the Common Area, and Lots, and restrictions on its alteration and improvement shall be as follows:
- **9.1** Maintenance of Common Area. The Association shall maintain, repair and replace the Common Areas as an Common Expense, except to the extent this Declaration imposes the duty on the Lot Owner. The Association also has authority to maintain easements or rights of way as set forth in the plat for the community or the Governing Documents.

#### 9.2 Maintenance of Lot.

- **9.2.1** <u>Limited Association Responsibility for Lot Maintenance.</u> The Association shall maintain the following area of the Lot:
- (a) Lawn and Landscaping. The Association's responsibility to maintain the lawn and landscaping shall be limited to irrigating, and basic lawn service tasks (mowing, edging, trimming, removal of debris, etc.) of the landscaping originally installed by the developer. The Association has the right but not the duty to perform pest control, fertilizing, mulching and other tasks for the lawn and landscaping.

The Association shall remove and replace the standard landscape plants. However, if an Owner installs landscape plants, the Owner and not the Association shall be responsible for all maintenance, repair, removal and replacement of such landscape plants. The Association is generally not responsible for Owner installed landscaping.

The Association shall not be responsible for root damage or other property damage or personal injury from a plant or tree. The Association may require a Lot Owner, at Lot Owner's expense, to remove tree which is causing damage or is otherwise problematic.

- (b) Sprinkler systems originally installed by the Association.
- (c) Periodic painting of exterior surfaces of the home, excluding windows, screen enclosures, roofs, eaves and gutters, other items and additions added by the Lot Owner. The Association has the right but not the responsibility to clean and treat roofs, as a common expense.

The Association has the right but not the responsibility to power wash the driveways on Lots as a common expense. The Association maintains the sidewalks and swales within the Common Area.

The Association shall not be responsible for any damage from exterior cleaning.

**9.2.2** Lot Owner Responsibility for Lot Maintenance. The Lot Owner is responsible for all maintenance, repair and replacement of the Owner's Lot, improvements on the Lot and items associated with the Lot except to the extent the Governing Documents specifically impose that duty on the Association.

The Lot Owner's responsibility with regard to the Lot includes the responsibility to maintain, repair and replace the following:

- (a) Doors. However, the Association paints the exterior of the front door and garage door.
  - (b) Windows and glass.
  - (c) Screening and screen enclosures.
  - (d) Wood trim and wood components on the exterior.
  - (e) Shutters.

- (f) Swimming pool, pool deck, and landscaping within patio screen enclosures.
- (g) Driveways, walkways and paved surfaces. The Lot Owner shall be responsible for maintenance, repair and replacement of the driveway up to the point where the driveway intersects with the street even though a portion of the driveway may be part of the Common Area or roadway tract. The Association may as a common expense power wash the driveways on Lots. The Association maintains the sidewalks and swales within the Common Area.
  - (h) Garage doors.
  - (i) Maintenance, weeding and cleaning out of landscape beds.
- (j) Mulching. The Association may as a common expense perform limited mulching of landscape beds.
  - (k) Landscaping other than standard landscaping installed by the Association.
- (I) Roof (subject to the Board of Directors having the option to clean and treat the roof when painting other exterior surfaces), roof soffits, eaves and gutters, as a Common Expense.
  - (m) Mechanical equipment (air conditioning equipment, pumps, etc.)
  - (n) Alterations and additions added by a Lot Owner.

If any contractor, subcontractor or other party performing work for a Lot Owner damages the Common Area or other property the Association is required to maintain or creates a condition requiring cleanup, the Lot Owner shall be responsible for the cost of repairs and cleanup. An example would include a contractor or subcontractor performing work for a Lot Owner, damaging the street or landscaping or dropping tar or oil on the street. The Association may impose all costs or repair and cleanup as an assessment against the Owner and Owner's Lot.

If requested by an Owner, the Association may, at its option, provide additional exterior maintenance on Owner-installed improvements, fences, sprinkler systems, shrubs, swimming pools and pool decks, etc., and levy upon the Owner on whose Lot such work is performed a special assessment equal to the cost of such additional work.

Such assessments for exterior maintenance shall be against all Lots equally (except for the exterior maintenance specifically requested by an Owner); provided, however, that the cost of any exterior maintenance caused by the negligent conduct of an Owner or by the failure of such Owner to comply with the Governing Documents or rules and regulations of the Association, shall be levied as a special assessment against such Owner. In addition, an Owner may be specially assessed for any damage or injury caused by the negligent conduct of such Owner to any easement areas granted to provide access to perform the exterior maintenance.

Nothing contained herein shall obligate the Association to make repairs, replacements or improvements damaged by fire, windstorm, hail or other casualty; such repairs or replacements shall be made by the Owner of the Lot which suffers damage. The Association's limited responsibility regarding Lot maintenance is for ordinary maintenance only, not casualty restoration. The Lot Owner is responsible for all casualty restoration of Lots and improvements on Lots.

An Owner shall be required to remove any stains or discoloration from the driveway. If a driveway is cracked, damaged, or otherwise in need of repair, the Association may require the Owner to properly repair the driveway and take action to restore it to a neat, safe and attractive condition.

If a Lot Owner fails or refuses to perform needed maintenance or cleanup, the Association may after written demand, enter the Lot and perform maintenance or cleanup. Any expenses incurred by the Association in performing work on the Lot as authorized by this Declaration shall be charged to the Lot Owner, together with reasonable attorneys' fees and other expenses of collection, if any. The Association may impose and collect these amounts as assessments against the Owner and Owner's Lot. This is in addition to all remedies available to the Association.

The Lot Owner is responsible for cleaning paved surfaces on the Lot. This includes keeping such areas reasonably free of dirt, mildew, rust or other discoloration. However, the Association may power wash the driveways and swales as a common expense.

It is recognized that the Wycliffe Golf and Country Club Homeowners Association, Inc. ("Master Association") may perform some trimming and landscape maintenance along some perimeter areas which may include parts of Lots or Common Areas. If the Master Association performs such trimming and landscape maintenance, the Master Association shall be permitted to do so.

- **9.2.3** Encroaching Landscaping. Owners shall not allow landscaping and landscape beds to encroach on Common Area or other Lots or otherwise unreasonably expand.
- **9.2.4** Root Damage. The Association is not responsible for damage from tree roots or other roots whether originating from the Common Areas or Lots.
- 9.3 <u>Alteration of Lots or Common Area by Lot Owners.</u> No Owner shall make or permit the making of any exterior alterations to his or her Lot or in any manner change the exterior appearance of any portion of those areas including landscaping, without properly submitting an application and obtaining prior written approval of the Board of Directors.

The Board shall require a standard application to be submitted, as well as plans, material samples and/or other materials the Board considers relevant. No construction or alteration may take place until written Association approval is received. Owners are required to complete the alteration within three (3) months of approval. Written requests for extensions must be applied for prior to the three (3) month expiration date.

The Board of Directors may appoint an Architectural Control Committee comprised of Association members to assist in the approval process. Directors may be appointed to the Architectural Control Committee.

If an Owner makes an alteration without properly applying and obtaining Association approval, the Association may, after sending written notification by certified mail, remove the alteration and/or restore the area, and impose all costs as an assessment and lien against the offending Owner and offending Owner's Lot. This is in addition to all other remedies available to the Association.

The Board of Directors may authorize variances when natural obstructions, hardship, aesthetic or environmental considerations require. Variances are required to be in writing and must be approved by the majority of the Board of Directors.

If a Lot Owner makes any modifications, installations or additions, the Lot Owner, and the Lot Owner's successors in title, shall be responsible, at Owner's expense, for the insurance, maintenance, repair and replacement of the modifications, installations or additions. If an Owner fails or refuses to properly maintain landscaping added by the Owner or prior Owner, the Association may in addition to all other remedies require the Owner to remove such added landscaping, or the Association may remove such added landscaping, restore the area and impose the cost as an assessment against the Owner and Owner's Lot.

- **9.4** Architectural Control Guidelines. The following architectural control guidelines apply:
- **9.4.1** <u>Hurricane Shutters.</u> Only permanently installed Bahama, Roll-up, Galvanized, Stainless Steel or Aluminum Panels, Clear Panels, Fabric Shield (code approved), Accordian type hurricane shutters or other type of hurricane shutters which comply with current code, are permitted.

The Owner is required to properly submitting an application and obtain prior written approval of the Board of Directors for installation of shutters. Plywood and other types of wood are prohibited as hurricane shutters.

If the Association needs to perform maintenance or repair on the exterior of a home and there are hurricane shutters, the Association shall not be responsible for removal and reinstallation of shutters, and shall not be responsible for damage to shutters.

Shutters, panels and other hurricane shields shall be not be left closed or mounted unless a hurricane or tropical storm watch or warning is issued for Palm Beach County or a named storm is approaching or still threatening South Florida. The only exception is a follows: shutters, panels and other hurricane shields may be left closed or mounted on the side windows if the Lot Owner is out of town, from July 1 to October 31. The Association's Board of Directors shall have authority to adopt additional rules regarding putting up, removal, closing or opening of hurricane shutters, panels, etc. Owners shall comply with any additional Association rules or Master Association rules.

- <u>9.4.2 Screen Enclosures.</u> Screened enclosures must be of aluminum frame and a white or bronze color with bronze fiberglass screening and conform to the Association guidelines.
- 9.4.3 <u>Security Alarm Signs.</u> Security alarm decals are permitted as long as they are placed on the corner of a sliding glass door or window. Security alarm signs may be placed within ten (10) feet of the front entrance of the home. Security alarm signs shall also be permitted at the rear entrances of the home. All signs must be those that are provided by the alarm company or security company.
- **9.4.4** Window Tinting. Window tinting shall be permitted in charcoal grey or bronze. Owners shall be responsible to properly maintain window tinting with a first class appearance. Bubbles and tears visible from the exterior shall be prohibited.
- **9.4.5** Satellite Dishes/Antennas. An Owner, as allowed by law, may add a "dish" antenna that receives direct broadcast satellite services and is one meter or less in diameter. The Association may require the dish to be placed in a location not visible from the street if the placement would permit reception of an acceptable quality signal and not unreasonably increase the cost of installation, maintenance or use.
- **9.4.6** <u>Driveways.</u> Driveways shall be concrete pavers. Installation of concrete pavers requires application and prior written Association approval.
- **9.4.7** Windows. Windows shall be white. Replacement of window(s) requires application and prior written Association approval.
- **9.4.8** Equipment. Any equipment including air conditioning equipment must be screened from view by landscaping and/or fencing and shall not be visible from the street, common area or Living Units.

#### 9.4.9 Additional Requirements.

- (1) Holiday decorations may be placed up no earlier than thirty(30) days before the holiday and shall be removed within ten(10) days after the holiday. No year-round temporary lights or decorations are permitted;
- (2) In accordance with Florida Statutes, Chapter 720, any homeowner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag, in a respectful manner, not larger than 4-1/2 feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Except for the flags specifically required to be allowed by Florida Statute 720.304, as amended from time to time, flags are prohibited.

- (3) Portable removable basketball hoops, pickleball nets and hockey nets shall be permitted only in the driveway. They must be removed when not in use and/or at dusk. Skateboard ramps and recreational ramps are prohibited;
- (4) Bottled gas tanks, water conditioners and trash containers and similar items are prohibited unless they are screened from view and installed within the Lot.
- **9.4.10** Guidelines and Standards. The Board of Directors may promulgate additional guidelines and standards in addition to those set forth herein. To the extent written guidelines and standards do not exist, the Board of Directors may consider the form and style of the existing as-built community as a guideline to supplement any published guidelines and standards.
- 9.5 Use of Licensed and Insured Contractors. Whenever a Lot Owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the Lot, whether with or without Board approval, such Owner shall be deemed to have warranted to the Association and its members that his or her contractor(s) are properly licensed and fully insured, and that the Owner will be financially responsible for any resulting damage to person or property not paid by the contractor's insurance.
- 9.6 Pest Control. Pest control on Lots is the responsibility of the Lot Owner. However should the Association become aware of a pest control problem at a Lot and after notification to the Owner of a pest control problem, the owner fails to take preventative action, the Association may (but is not obligated to) hire a pest control service to prevent further damage. The Owner shall be financially responsible for the pest control service and any damage due to the failure to take action. The Association may impose any charges incurred as an assessment and lien against the Owner's Lot.

The Association has the right but not the obligation, to provide, as a common expense of the entire Association, rodent control on Lots and spraying of grass and shrubs for white fly or other plant pests.

#### 10. TRANSFER OF OWNERSHIP AND LEASING:

- **10.1** Sale and Leasing. No Owner may lease a Lot, sell a Lot or otherwise convey title to a Lot without application and prior written approval from the Association.
- (A) Application and Approval. An Owner intending to lease a Lot, sell a Lot or otherwise convey title to a Lot shall submit a properly completed application to the Association, including the name and address of the intended tenant(s), purchaser(s), transferee(s), and all occupants (hereinafter referred to as "applicant(s)"), and such other information concerning the applicant(s) as the Association may reasonably require. The Association may charge a reasonable application fee as determined by the Board and shall require the applicant(s) to participate in a personal interview.

A renewal or extension of a lease shall be subject to Association approval, although the Association shall not require the application fee to be paid again for a renewal or extension so long as there are no changes in the tenants or occupants.

Under no circumstances shall any tenants be permitted to move into a Lot prior to obtaining written approval of the lease from the Board.

Within thirty (30) days after receipt of the application, information required by the Association and a personal interview, the Association shall either approve or disapprove the proposed lease, sale or conveyance.

If approved, the approval shall be stated in a certificate executed by a Board member of the Association. A certificate of approval for a sale or conveyance of title shall be in recordable form, and the purchaser(s)/transferee(s), at purchaser(s)/transferee(s)' expense, shall record the certificate in the Public Records of Palm Beach County, Florida along with the deed. A certificate for approval of a lease shall not be recorded.

(B) <u>Guest Occupying Lot Where Owner Not Present.</u> A guest residing in a Lot for longer than thirty (30) days in a calendar year where the Owner is not present, shall be deemed to be leasing the Lot subject to all the restrictions on leasing including the application and approval requirements.

Exception: Occupancy by Parents or Children of Owner. A Lot may for estate planning or tax purposes be occupied by the parent(s) or children of the Owner(s) and in such a situation, the parent(s) or children shall not constitute tenant(s). However, in these situations where the Lot is occupied by the parent(s) or children of the Owner(s), the occupancy shall be subject to the tenant screening and approval process, which includes the right of the Board of Directors to disapprove the occupancy.

If the Association observes that a Lot is occupied by people other than the Owners or Association approved tenants, based on change in vehicles, or other observations, the Owner, tenants and the guests or occupants shall promptly comply with Association requests for identification and information about the occupancy and family relationship of the occupants.

- (C) <u>Disapproval for Good Cause.</u> If the Association disapproves a lease, sale or conveyance, the Association shall notify the Owner(s) in writing of the disapproval, and the lease, sale or conveyance shall not be made. The Association shall act reasonably and may disapprove a lease, sale or conveyance only for good cause. The Board shall consider the following factors as constituting good cause for such disapproval of a proposed lease, sale or conveyance:
- (1) The applicant or any intended occupant of the Lot has been convicted of, pled guilty or pled no contest to a felony, or has been charged with any felonies and the person was not acquitted or the charges were not dropped;

- (2) The applicant or any intended occupant of the Lot is a registered sex offender in any state;
- (3) The applicant has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts or the person does not appear to have adequate financial resources available to meet his/her obligation to the Association:
- (4) The occupancy and/or use of the Lot by the applicants or any intended occupant of the Lot would violate the Association's governing documents, rules and regulations or law;
- (5) The application for approval on its face indicates that the applicant or any intended occupant of the Lot intends to conduct himself or herself in a manner inconsistent with the Declaration or rules and regulations. By way of example, but not limitation, an Owner allowing a tenant to take possession of the premises prior to approval by the Association as provided for the herein shall constitute a presumption that the applicant's conduct is inconsistent with applicable restrictions;
- (6) The applicant or any intended occupant of the Lot has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in the Wycliffe community as a tenant, Owner or occupant;
- (7) The applicant failed to provide the information, fees or appearance required to process the application in a timely manner or included inaccurate or false information in the application;
- (8) The Owner requesting the transfer has had fines or other Association money obligations assessed against him or her which have not been paid; or
- (9) All assessments and other charges against the Lot have not been paid in full.
- 10.2 <u>Tenant Shall Comply With the Rules.</u> A tenant leasing a Lot is deemed to have agreed to observe and comply with all statutes, ordinances, and the governing documents and rules and regulations of the Association. When Owner(s) submit an application to lease the Lot, the Association may require the prospective tenant(s) and the Owner(s) to sign an agreement specifically agreeing to comply with all statutes, and the governing documents and rules and regulations of the Association.
- 10.3 <u>Unauthorized Lease, Sale or Conveyance.</u> Any lease, sale or other conveyance of title that is not approved by the Association pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association. If the Association disapproves the lease, sale or conveyance, the lease, sale or conveyance

shall be null and void and confer no right, title or interest in the intended tenant(s), purchaser(s) or transferee(s).

- 10.4 <u>Copy of Deed to Association</u>. The purchaser(s) or other persons receiving title to a Lot shall within ten days after the conveyance, provide the Association's Board with a copy of the deed or other instrument conveying title to the Lot.
- 10.5 <u>Form of Lease.</u> All leases shall be in writing. Owners shall provide the prospective tenant, purchaser, or transferee with a complete legible copy of the Declaration, the Association's Articles of Incorporation, Bylaws, and Rules and Regulations, each as amended, and shall certify in writing that legible photocopies of these documents have been provided to the prospective tenant, purchaser, or transferee.
- Tenant. The Owner and Owner's tenants shall be jointly and severally liable to the Association for all damage to persons and property caused by the Owner's tenant or any family members, guests, or invitees of the tenant. If there is any damage to the Common Area or any other property maintained by the Association (or situation requiring cleanup), resulting from acts or omissions of the tenants, or any family members, guests, or invitees of the tenants (as determined in the sole discretion of the Association), the Association may impose the cost of repairing such damage or performing maintenance or cleanup, as an assessment and lien against the Owner's Lot.
- 10.7 <u>Default in Payment of Assessments While Lot Leased.</u> If the Owner defaults in payment of Association assessments while the Owner's Lot is leased, then the Association may require the tenant to pay the rent to the Association sufficient to satisfy the assessment obligation, including any interest, late fees and attorneys' fees and costs incurred by the Association. The Owner is deemed to have assigned the rent to the Association if the Owner defaults in payment of assessments. The tenant shall pay the rent to the Association upon written demand by the Association notifying the tenant that the Lot is delinquent in payment of assessments. This remedy is in addition to all other remedies of the Association.
- **10.8** Subleasing and Rental of Rooms Prohibited. There shall be no subleasing. Only the entire Lot may be leased. No rooms may be rented. Use of a Lot as a boarding house is prohibited.

Lots and Dwelling Structures shall not be used for transient, hotel or motel purposes. The Owner shall not lease, rent out, host for a fee or otherwise allow use a Dwelling Structure for a fee or portions of a Dwelling Structure for a fee (whether or not the Owner is in occupancy) through Airbnb, HomeAway, VRBO or any other rental or vacation rental arrangement unless the lease/rental otherwise complies with this Declaration, including lease term requirements and application and prior written Association approval is obtained for each and every lease and rental.

- 10.9 <u>Minimum Lease Term; Frequency of Leasing.</u> The minimum permitted lease term is three(3) months. A Lot Owner shall not lease or rent the Lot more than one(1) time per year, measured from the beginning of the lease.
- 10.10 Remedies if Tenant Violates Restrictions. The Association shall otherwise have the authority to bring an action or eviction action because of the tenants' violation of the governing documents and/or rules and regulations of the Association. The Association may use the summary procedures of Chapter 51, Florida Statutes in any eviction action. The Association may recover its attorneys' fees and costs against the Owner(s) and the tenants jointly and severally regardless of whether or not litigation is commenced, which attorneys' fees and costs shall also constitute and may be collected by the Association as an assessment and lien against the Owner and Owner's Lot.
- **10.11** Exceptions to Requirement of Association Approval. The foregoing requirements for Association approval of sales or conveyances shall not apply to:
- (a) a transfer to or purchase by a bank, life insurance company or savings and loan association that acquires its title as a result of owning a mortgage upon the Lot concerned, whether the title is acquired by deed from the mortgagor, its successors or assigns, or through foreclosure proceedings; or
- (b) a transfer to a purchaser who acquires the title to a Lot at a duly advertised public sale with open bidding that is provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.
- **10.12** Single Family Occupancy of Lot. Occupancy of a Lot is limited to single family no more than one family can occupy a Lot. A "family" is defined as:
- (a) One person or a group of two or more persons, each of whom is related to each of the others by blood, marriage, adoption who reside together as a single household, or
- (b) One unmarried couple and the children of either or both of them who reside together as a single household.

Occupancy of a Lot by two or more couples (married or unmarried) is prohibited.

If a Lot is owned by an entity (corporation, partnership, limited liability company, trust, etc.), the entity must designate all occupants for the Association in order to obtain Association approval for the occupants; and all occupants must have the relationship to each other as otherwise required above for single family occupancy.

In addition, an Owner or Association approved tenant is permitted to have live-in housekeepers, nannies, or care givers who occupy the Lot with the Owner(s) or Association approved tenant(s).

10.13 Ownership by an Entity. There is concern about problems with an entity (corporation, partnership, limited liability company, trust, etc.) purchasing a Lot, installing actual or de facto tenants as occupants but representing to the Association that the occupants are part of the Owner by virtue of being trust beneficiaries, members of an LLC owner, stockholders or have other ownership rights. This may occur when a Lot is purchased at a foreclosure sale. The entity owner by such method could seek to avoid restrictions on leasing. Further, the entity owner may also fail to pay Association assessments, forcing the other Association to absorb the unpaid debt, often for extended period until a first mortgage holder or Master Association forecloses. The following provisions are intended to avoid improper practice.

If a Lot is owned by an entity (corporation, partnership, limited liability company, trust, etc.), and the entity owner represents to the Association that the occupants are part of the Owner, the Association may require that the occupants, in order to occupy the Lot, own a majority (over 50 percent) of the stock and other ownership interests of the entity owner. The Association may require that the entity owner provide proof, acceptable and satisfactory to the Association, demonstrating such majority ownership interest by the occupants. This may include but is not limited to articles of incorporation, bylaws, limited liability company governing documents, stock certificates, partnership agreements, trust agreements and other evidence of ownership. If the entity is a business trust, the Association may require the owner to show the occupants are the primary and majority owners of the trust. If the entity owner has not provided proof, satisfactory to the Association that the occupants are majority owners of the entity, the occupants shall constitute tenants and subject to all limitations on tenants and leasing. If there is a dispute as to whether the occupants are majority owners of the entity, the Board's determination shall be binding.

- 10.14 <u>Prohibition on Using Lot for Congregate Living Facility.</u> Use of a Lot as a Congregate Living Facility, as defined below, is prohibited. The term "Congregate Living Facility" is defined as assisted living facilities; extended congregate care facilities, transitional living facilities, community residential homes, community transitional residences; rehabilitative home care services, boarding home, or home for the aged or any other residential structure, whether or not operated for profit, which undertakes for a period exceeding 24 hours: care, housing, food service, and one or more personal services for persons not related to the owner or administrator by blood or marriage. In addition, this term shall include other residential uses such as dormitories, group homes with a central dining facility, and similar bed-based uses.
- 11. <u>USE RESTRICTIONS:</u> The use of the Common Areas and Lots shall be in accordance with the following provisions:
- 11.1 <u>Business or Commercial Activity.</u> Lots shall be used only as a single family residence and not for business or commercial purposes. However, these use restrictions shall not be construed in such a manner as to prohibit an Owner from maintaining a personal professional library, keeping personal business or professional records or accounts, or handling personal, business, or professional telephone calls or

correspondence in and from the Lot. Such uses are expressly declared customarily incident to the principal residential use. No business or commercial activity shall be conducted in or from any Lot that will increase vehicular traffic to or from the community or will visually or otherwise disturb other residents. The use of a Lot as a public lodging establishment or adult congregate living facility is prohibited (see Section 10.4 of this Declaration).

11.2 <u>Pets.</u> Pets shall be restricted to aquarium fish, caged pet birds, and common domestic cats or common domestic dogs. No chickens, poultry or livestock may be kept. No animal shall be kept or bred for business purposes.

It shall be the responsibility of the Owner to ensure that all local, city, county, state and federal laws, ordinances and other regulations promulgated by such governmental authorities are complied with concerning pets. Any harmful instances must be reported to the proper governmental agency.

Any pet must be leashed at all times while on the Common Area or outside a fenced in area of a Lot. The Owner shall promptly clean up their pet(s)' excretions whether on the Common Area, on the Lot or any other area, and dispose of such waste in plastic bags, and place in garbage containers. The Board of Directors is empowered to order and enforce the removal of any pet which becomes a nuisance or a source of unreasonable annoyance to other residents. The term nuisance in this paragraph shall include but not be limited to aggressive behavior and disturbances to other residents by barking, howling and other sounds. Further, the Owner(s) of a Lot where a pet resides or is visiting shall properly maintain the pet's living conditions in the home to prevent an unsanitary condition from developing. All pets must have the required inoculations.

A dog shall not be left tethered outside the home. A dog shall not be left unattended on the patio or fenced in area unless the Owner or a responsible adult is at home.

The above restrictions also apply to emotional support animals or other assistance animals allowed under fair housing laws.

The Association will not be liable for any damage caused by a pet. The Owners of the Lot where the pet resides or is visiting shall be strictly liable for all injury to any other person from the pet in the Huntington community. The Owners of the Lot where the pet resides or is visiting shall indemnify and hold the Association harmless against any and all claims, liabilities, demands, debts, obligations, costs and expenses which may be sustained by or asserted against the Association and/or the members of its Board of Directors by reasons of acts of said pets committed in or about the Huntington community.

11.3 <u>Nuisances.</u> No Owner shall use the Owner's Lot or permit the Lot to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another Lot, or which would not be consistent with the maintenance of the highest standards for a first class residential development. The Owner

shall not permit the premises to be used in a disorderly or unlawful way. The Lot owner shall keep all parts of the Lot in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. The use of each Lot shall be consistent with existing laws and the Association documents. The occupants shall at all times conduct themselves in a peaceful and orderly manner. No Owner shall permit noise at the Lot which unreasonably interferes with the peaceful possession of other Owners. No Owner shall permit any use of his or her Lot or of the Common Area which will increase the rate of insurance upon the Common Area. The Board of Directors' determination as to whether conduct constitutes a nuisance shall be conclusive.

- **11.4** <u>Temporary Structures.</u> No structure of a temporary character or outbuilding including trailer, tent, shack, shed or storage locker is permitted on a Lot.
- 11.5 <u>Signs.</u> No sign of any kind or character shall be displayed to the public view on any Lot except small security monitoring service company signs subject to Association approval and beware of dog type signs subject to Association approval.
- **11.6** <u>Personal Property.</u> Owners shall store bicycles and other personal property inside the enclosed home.
- 11.7 <u>Trash.</u> Rubbish, trash, garbage or other waste material shall be placed in proper garbage containers and shall be kept within an enclosed or screened area so that it cannot be viewed from the street. Rubbish, trash, garbage or other waste material shall not be left out in plastic bags without also being contained in a garbage container leaving garbage out only on plastic bags creates a problem with animals tearing up the bags and making a mess. Trash and recycling may be placed at the curb no sooner than 6:00 p.m. the night before the scheduled pick-up and they must be retrieved by 10:00 p.m. on the day of the pick-up.

Paint, varnish and other coatings and chemicals shall not be disposed of with the regular trash. One concern is that disposal of such liquids with the trash can make a mess on the street. The resident shall contact the Solid Waste Authority of Palm Beach County (SWA) and either arrange for special pickup or the resident shall bring such waste to the proper SWA drop off. The resident shall comply with SWA requirements.

11.8 Parking and Speed Limits. Parking is permitted in the garage and driveways. If the garage is not used for parking, the vehicles must be parked in the driveway. Street parking is prohibited between 12:00 a.m. midnight and 6:00 a.m. Parking on the sidewalk or grass is prohibited. Violators will be towed. The limitations on street parking have been enacted to permit emergency service vehicles to access Lots and otherwise prevent an unsafe or unsightly environment. Parking at the pool between 12:00 a.m. midnight and 6:00 a.m. is prohibited unless special permission is obtained from the Board of Directors. The Board of Directors may further restrict parking on the street or at the pool.

The following conduct is prohibited:

- (1) Driving over twenty (20) miles per hour.
- (2) Parking in such a way as to cause an obstruction of traffic, restrict access to another owner's garage, driveway and/or parking pad or a safety hazard.
- (3) Maintenance and/or repair of vehicles (this excludes ordinary maintenance of changing a tire or battery).
- (4) Enforcement of the vehicular conduct rules will be enforced to the fullest extent of the law.

#### 11.9 Vehicular Provisions.

## 11.9.1 The following vehicles are prohibited unless parked in the garage with the garage door closed. This restriction applies to all garages including the golf cart garage:

- (1) Trailers, motorhomes, campers and habitable motor vehicles.
- (2) Trucks. However please see the restriction below regarding pickup trucks used as personal family vehicles.
- (3) Vans, except for vans with full perimeter windows. Vans with full perimeter windows which are not commercial vehicles are permitted to be parked in the driveway.
- (4) Commercial vehicles which shall include, but not be limited to vehicles with any of the following: commercial lettering, signs, ladders, racks or equipment, etc.
  - (5) Construction vehicles.
- (6) Boats, jet skis, personal watercraft, off road vehicles, all recreational vehicles.
  - (7) Golf carts.
  - (8) Inoperable vehicles.
  - (9) Vehicles without current registration and/or tags.
  - (10) Vehicles which are an eyesore.
  - (11) Limousines.
  - (12) Buses.
  - (13) Covered vehicles.
  - (14) Motorcycles.

A pickup truck used as a personal family passenger vehicle and which is not a commercial vehicle, may be parked in the driveway but shall not be parked "overnight" outside the garage. Such personal family passenger pickup trucks parked "overnight" shall be parked in the garage with the garage door closed. "Overnight" is defined as any period between 12:00 a.m. midnight and 5:30 a.m. Vehicles which have a rear cargo bed outside the passenger compartment are deemed to constitute a pickup truck subject to these restrictions, even if such vehicles are not classified by the manufacturer as a truck or pickup truck.

If a pickup truck is a commercial vehicle, then the pickup truck is restricted as a commercial vehicle.

If the Master Association adopts other or more restrictive rules on vehicles and parking, Owners shall be responsible to comply with such rules.

- 11.9.2 This restriction on trucks and commercial vehicles shall not apply to temporary parking of trucks and commercial vehicles for pick-up, delivery and other commercial services provided to a resident. Further this restriction on vehicles shall not apply to official emergency or police vehicles regardless of classification.
- 11.10 <u>Towing.</u> The Association shall have authority to have a prohibited or improperly parked vehicle from the Huntington community towed away at the expense of the vehicle owner and Lot Owner. The Association shall post the tow signs required by Florida Statute 715.07. By this provision, each Owner and vehicle owner provides the Association with the necessary consent to effectuate a tow. In the event the Association incurs an expense with the tow, and the vehicle owner or Owner fails to pay such costs upon demand, the Association shall have the right to levy a charge for the costs against the Owner and the owner of the vehicle. The Association may collect the charge as an assessment against the Owner to which the vehicle belongs or is visiting. The Owner is liable for the vehicle violations of his/her family, lessees, guests, visitors, etc.). The remedy of towing is in addition to and not in substitution of all other remedies available to the Association.

#### 11.11 Distribution of commercial flyers is prohibited.

- **11.12 Feeding of Wildlife.** Feeding of wildlife is prohibited.
- 11.13 <u>Absent Owners.</u> An Owner who will be absent during hurricane season (June 1 through November 30) shall be required to prepare the Owner's Lot by removing all objects from the patios and exterior of the Lot.
- <u>11.14 Use of Pool and Pool Area.</u> Owners, tenants, guests and invitees shall using the pool and pool area shall comply with all rules adopted from time to time by the Board of Directors.

#### 12. INSURANCE:

- **12.1** Lots. Each Lot Owner is responsible at such Owner's sole expense to purchase property insurance on the Owner's Lot and improvements on the Lot. The Association is not responsible to purchase any insurance on the Lots.
- 12.2 <u>Common Area.</u> The Association shall purchase and maintain public liability insurance and property insurance Common Areas. The Association may purchase such other insurance in such amounts and with such coverage as shall be determined by the Board including directors and officers insurance.

12.3 Fidelity Bonding or Insurance of Persons Controlling or Disbursing Association Funds. To the extent required by Florida Statute 720.3033, as amended from time to time, the Association shall maintain insurance or a fidelity bond for all persons who control or disburse Association funds. The cost of such bonding or insurance shall be a common expense of the Association.

## 13. WYCLIFFE GOLF AND COUNTRY CLUB HOMEOWNERS ASSOCIATION, INC.

Lot Owners are members of the Wycliffe Golf and Country Club Homeowners Association, Inc. ("Master Association") and bound by the Master Association governing documents and rules and regulations. The Master Association will have maintenance and operating responsibility for certain areas pursuant to the Master Association governing documents. Lot Owners are responsible for Master Association assessments pursuant to the Master Association governing documents.

#### 14. ENFORCEMENT:

14.1 <u>Abatement of Violations.</u> Violation of any conditions or restrictions or breach of any covenant herein contained shall give the Association and is authorized agent or representative, in addition to all other remedies, the right to enter upon the land on which such violation or breach exists and summarily to abate and remove, at the expense of the Owner of said land, any construction or other violation that may exist thereon contrary to the intent and provision hereof. The Association may recover all costs as an assessment and lien against the Lot involved. This includes the Association performing maintenance or repairs on the Lot which the Owner fails or refuses to do. The Association may remove alterations to a Lot not approved by the Association and remove alterations which the Owner commences but fails to complete, and impose all costs against the applicable Owner as an assessment and lien. The Association and its authorized agent or representatives shall not become liable in any manner for trespass, abatement or removal.

If a Lot Owner or tenant (or the family members, guests or invitees of the Owner or tenant) damages the Common Area or other property the Association maintains, either through negligent or willful conduct, the Association may impose all costs of repairing the damage against the Owner and as an assessment against the Owner's Lot. Similarly, if an Owner or tenant (or the family members, guests or invitees of the Owner or tenant) creates a situation where the Association has to clean up the Common Area or other property as a result of the Owner, tenant, family member, guest or invitee, the Association may impose all costs of cleanup against the Owner and as an assessment against the Owner's Lot. This includes any contractor, subcontractor or other party performing work for a Lot Owner — if such person or party damages the Common Area or other property the Association is required to maintain or creates a condition requiring cleanup, the Lot Owner shall be responsible for the cost of repairs and cleanup. The Association may impose all costs or repair and cleanup as an assessment against the Owner and Owner's Lot.

- 14.2 <u>Waiver of Rights.</u> The failure of the Association or any Association member to enforce a right, provision, covenant or condition which may be granted by the Association documents shall not constitute a waiver of the right of the Association or member to enforce such right, provision, covenant or condition in the future.
- 14.3 <u>Costs and Attorneys Fees.</u> If the Association engages an attorney to take any action or expend any effort to enforce the terms of the Declaration, Articles of Incorporation, Bylaws or Rules and Regulations, or law because of an alleged failure of an Owner (or the Owner's family members, agents, lessees, invitees, servants, etc. or any occupants of the Lot) to comply with this Declaration, Articles or Bylaws, or the Rules and Regulations adopted pursuant to said documents, as the same maybe amended from time to time, or Law, regardless of whether or not litigation is commenced, the Owner shall be responsible to pay the Association's attorneys' fees and costs, which may be imposed and collected as an assessment and lien against the Owner and Owner's Lot.
- 14.4 Fines. In addition to other allowable remedies, the Association may impose fines for the violation of the Declaration, Articles of Incorporation, Bylaws or Rules and Regulations, or law, if the noncompliance continues after the issuance of an initial warning notice. If the violation continues subsequent to the issuance of the initial warning notice, a fine may be imposed, at an amount of up to \$100 per day or the maximum amount allowable under Florida Statutes. The maximum aggregate fine may exceed \$1000.00 per violation but will not exceed \$2,500 per violation or the maximum amount allowable under Florida Statutes, whichever is greater. Costs and attorneys fees may also be collected per this Declaration. The Association shall comply with all due process requirements for fining as required by Florida Statute 720.305 as amended from time to time, including a hearing before a committee of other Lot Owners. If Florida Statutes allow fines to be imposed as assessments and liens, the Association shall be permitted to impose fines as assessments against the offending Owner and the Owner's Lot collectable as any other assessment. The Association shall be entitled to any and all remedies set forth in Florida Statute 720.305, as amended from time to time.
- 15. <u>AMENDMENT OF DECLARATION:</u> This Declaration may be amended by approval of a majority of the total voting interests of the Owners (fifty percent plus one (50% plus 1), such Owners either:
- (a) voting in person or by limited proxy at any annual members meeting or special members meeting, or
- (b) submitting written agreements adopting the amendment(s) without a members meeting.

In addition approval of the Board of Directors shall be required for amendment of the Declaration.

Amendments to this Declaration shall, after adoption, be recorded in the Public Records of Palm Beach County, Florida.

#### 16. MISCELLANEOUS:

Expires April 7, 2026

- **16.1** Severability. The invalidity or unenforceability in whole or in part of any covenant, restriction, any section, subsection, sentence, clause, phrase, word or other provision of this Declaration, or any recorded exhibit to this Declaration, shall not affect the remaining portions.
- **16.2** Applicable Statutes. This Declaration, the Articles of Incorporation and the Bylaws shall be deemed automatically amended to conform to Florida Statutes, Chapter 720, as Chapter 720 is amended from time to time.
- 16.3 <u>Conflicts.</u> If there is a conflict between any provision of this Declaration and the Florida Statutes, the Florida Statute shall control. If there is a conflict between this Declaration and the Association's Articles of Incorporation or Bylaws, the Declaration shall control

shall control	•
IN WITNESS WHEREO	F, the undersigned have set their hand and seal this _, 202 <b>3</b> .
Witnesses (as to both):	HUNTINGTON PROPERTY OWNERS ASSOCIATION, INC.
Signature Chang	By: Claure Burzin Elaine Burzin Association President
Print Name	
Signature- Vezer  Print Name	Attest: Soyce Schiff Association Secretary
STATE OF FLORIDA ) COUNTY OF PALM BEACH )	
202 <b>3</b> , by means of [ ] physical President and <u>Joyce Schiff</u> as	presence or [ ] online notarization, by <u>Elaine Burzin</u> as Secretary of the HUNTINGTON PROPERTY OWNERS not-for-profit corporation, on behalf of the Corporation.
They are personally known identification.	
GARY J. GRANT	NOTARY PUBLIC, State of Florida
本版n xt 0 ののののの # HH 206211	

This instrument should be returned to: Robert B. Burr, Esq. Rossin & Burr, PLLC 1665 Palm Beach Lakes Blvd. The Forum -- Sulte 101 West Palm Beach, FL 33401

## AMENDED AND RESTATED ARTICLES OF INCORPORATION OF HUNTINGTON PROPERTY OWNERS ASSOCIATION, INC. a Florida not for profit corporation

The HUNTINGTON PROPERTY OWNERS ASSOCIATION, INC. ("Association") adopts these Amended and Restated Articles of Incorporation ("Amended and Restated Articles").

## ARTICLE I NAME AND ADDRESS

The name of this corporation is the HUNTINGTON PROPERTY OWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association," these Articles of Incorporation as the "Amended and Restated Articles," and the Amended and Restated Bylaws of the Association as the "Amended and Restated Bylaws." The address of the principal office of the Association shall be designated by the Board of Directors from time to time.

#### ARTICLE II TERM OF EXISTENCE

The Association shall have perpetual existence.

## ARTICLE III PURPOSE

This Association is organized for the purpose of providing an entity under Chapter 720 of the Florida Statutes which is the Florida Homeowners Association Act, as amended from time to time ("the Act") and Chapter 617 of the Florida Statutes for the operation of the subdivision located in Palm Beach County, Florida, and known as Huntington ("the Community"), which is governed by the Amended and Restated Declaration of Declaration of Restrictions and Protective Covenants for Huntington ("the Amended and Restated Declaration"). The specific purposes for which this Association is formed include, but are not limited to, the following:

- 3.1 To maintain, repair and replace the Common Areas and any other property the Association is required to maintain, repair and replace.
- 3.2 To acquire, hold, convey, and otherwise deal with real and/or personal property in its capacity as a homeowners association.

- 3.3 To levy and collect assessments and other charges from the Lot Owners to fund the operation of the Association.
- 3.4 To enforce any and all covenants, restrictions and agreements applicable to the Community.
- 3.5 To exercise all powers and discharge all responsibilities granted to it as a corporation under the laws of the State of Florida; the Amended and Restated Declaration, the Amended and Restated Bylaws, these Amended and Restated Articles of Incorporation.
- 3.6 To otherwise engage in any lawful activities for the benefit, use, convenience, and enjoyment of its Members as it may deem proper.

## ARTICLE IV POWERS

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

- 4.1 <u>General.</u> The Association shall have all of the common-law and statutory powers of a Florida Homeowners Association under Chapter 720, Florida Statutes, as amended from time to time. The Association shall also have all of the common-law and statutory powers of a Florida corporation not for profit that are not in conflict with the provisions of these Amended and Restated Articles, the Amended and Restated Declaration or the Amended and Restated Bylaws, all as amended from time to time.
- 4.2 <u>Enumeration.</u> The Association powers include, but are not limited to, the following:
- (1) To make, levy and collect Assessments and charges against Lot Owners and to use the proceeds thereof in the exercise of its powers and duties.
- (2) Subject to the provisions of the Amended and Restated Declaration and Amended and Restated Bylaws and to the extent permitted in Florida Statutes, to buy, own, operate, lease, sell, trade and mortgage both real and personal property.
  - (3) To purchase and maintain insurance.
  - (4) To reconstruct the property after casualty.
- (5) To make and amend reasonable Rules and Regulations for the maintenance, conservation and use of the Common Areas, Association property and Lots.

- (6) To enforce by legal means the provisions of the Amended and Restated Declaration, these Amended and Restated Articles, the Amended and Restated Bylaws, and the Rules and Regulations.
- (7) To contract for the management of the Association and maintenance of the Common Areas and any other property the Association is required to maintain.
- (8) To employ personnel to perform the services required for the proper operation of the Community and Association.
- (9) To approve and disapprove additions, alterations, repairs, decorations, replacement or changes to the Common Areas, Association property and Lots.
- (10) To borrow funds from a lending institution and pledge the income or assessments of the Association as security for the loan.
- (11) To approve and disapprove proposed purchasers, transferees and lessees as more fully set forth in the Amended and Restated Declaration.
- (12) To perform any other act necessary or proper to carry out the provisions of the Amended and Restated Declaration, the Amended and Restated Articles or Amended and Restated Bylaws as expressed or implied therein, or any other thing reasonably necessary to promote the common health, safety, recreation or welfare of the Lot Owners.

## ARTICLE V MEMBERSHIP AND VOTING IN THE ASSOCIATION

- 5.1 <u>Membership.</u> Persons or entities shall become Members of the Association upon the acquisition of fee title to a Lot in the Huntington Community after approval of the acquisition in the manner provided in the Amended and Restated Declaration. Each person or entity who is a record Owner of a fee or undivided fee interest in any Lot shall be a mandatory Member (hereinafter "Member") of the Association.
- 5.2 <u>Voting.</u> On all matters upon which the Membership shall be entitled to vote, each Unit shall be entitled to that vote as provided in the Amended and Restated Bylaws. Votes shall be exercised or cast in the manner provided for in the Amended and Restated Declaration and Amended and Restated Bylaws.

### ARTICLE VI

6.1 <u>Number and Qualification.</u> The property, business and affairs of the Association shall be managed by a Board of Directors consisting of five(5) Director positions. The Directors shall serve staggered two(2) year terms with the terms of either

three(3) or two(2) Directors expiring each year. Directors shall be members of the Association.

- 6.2 <u>Duties and Powers.</u> All of the duties and powers of the Association existing under Chapters 617 and 607, and 720, Florida Statutes, the Amended and Restated Declaration, these Amended and Restated Articles and the Amended and Restated Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners, when such approval is specifically required by the Amended and Restated Declaration, these Amended and Restated Articles or the Amended and Restated Bylaws or by statute.
- 6.3 <u>Election; Removal.</u> Directors of the Association shall be elected at the Annual Meeting of the Members in the manner determined by and subject to the qualifications set forth in the Amended and Restated Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by Chapter 720, Florida Statutes and the regulations elaborating the relevant statutes in Chapter 720, Florida Statutes and the Amended and Restated Bylaws.

#### ARTICLE VII OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the Amended and Restated Bylaws. The officers shall be elected by the Board of Directors of the Association at the organizational meeting following the Annual Meeting of the Members of the Association and shall serve at the pleasure of the Board of Directors. The Amended and Restated Bylaws may provide for the removal from office of officers, for filling vacancies and for the duties of the officers.

## ARTICLE VIII INDEMNIFICATION

Indemnity. The Association shall indemnify any person who was or is a party 8.1 or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a director, officer, or committee member of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding, unless (1) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnity, that he or she did not act in good faith, nor in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and (2) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in

good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

- 8.2 <u>Expenses.</u> To the extent that a Director, Officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 8.1 above, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees or appellate attorneys' fees) actually incurred by him or her in connection therewith.
- 8.3 <u>Miscellaneous.</u> The indemnification provided by this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

## ARTICLE IX AMENDED AND RESTATED BYLAWS

The Amended and Restated Bylaws of the Association may be altered, amended or rescinded in the manner provided in the Amended and Restated Bylaws.

## ARTICLE X AMENDMENTS

The Amended and Restated Articles of Incorporation shall be amended by approval of a majority of the total voting interests of the Owners (fifty percent plus one (50% plus 1), such Owners either:

- (a) voting in person or by limited proxy at any annual members meeting or special members meeting; or
- (b) submitting written agreements adopting the amendment(s) without a members meeting.

In addition, approval of the Board of Directors shall be required for amendment of the Amended and Restated Articles of Incorporation.

Amendments to the Amended and Restated Articles of Incorporation shall, after adoption, be recorded in the Public Records of Palm Beach County, Florida and filed with the Florida Secretary of State, Division of Corporations.

## ARTICLE XI DEFINITIONS

All Definitions contained in the Amended and Restated Declaration are hereby adopted and incorporated herein by reference, and shall have the same meaning in these Amended and Restated Articles as expressed in the Amended and Restated Declaration.

	·
5th IN WITNESS, WHEREOF, day of January	the undersigned have set their hand and seal this, 2023.
Signature Tylisa Chang	HUNTINGTON PROPERTY OWNERS ASSOCIATION, INC.  By: Clause Surzer  Elaine Burzin  Association President
Signature LOUYEN Chilffo Print Name	Attest: Joyge Schiff Association Secretary
STATE OF FLORIDA ) COUNTY OF PALM BEACH )	H.
The foregoing instrument was	acknowledged before me this 5 day of
notarization by Flaine Burzin as	means of [ ] physical presence or [ ] online President and <u>Joyce Schiff</u> as Secretary of the
HUNTINGTON PROPERTY OWN	VERS ASSOCIATION, INC., a Horida not-tor-profit
corporation, on behalf of the Corp	poration. They are personally known to me, or have
produceda	s identification.
	for A // t
GARY J. GRANT	NOTARY PUBLIC, State of Florida
* Commission # HH 206211	(
Expires April 7, 2028	

[Final 09/08/22]

This Instrument should be returned to: Robert B. Burr, Esq. Rossin & Burr, PLLC 1665 Palm Beach Lakes Blvd. The Forum — Suite 101 West Palm Beach, FL 33401

# AMENDED AND RESTATED BYLAWS OF HUNTINGTON PROPERTY OWNERS ASSOCIATION, INC.

The HUNTINGTON PROPERTY OWNERS ASSOCIATION, INC. ("Association") hereby adopts these Amended and Restated Bylaws of the Huntington Property Owners Association, Inc. ("Amended and Restated Bylaws"):

#### I. IDENTITY

These are the Amended and Restated Bylaws of the HUNTINGTON PROPERTY OWENRS ASSOCIATION, INC., a corporation not for profit under the laws of the state of Florida ("the Association"), organized for the purpose of operating that certain residential subdivision located in Palm Beach County, Florida, and known as Huntington ("the Community").

- 1.1 <u>Principal Office.</u> The principal office of the Association shall be at such place as may be designated by the Board of Directors.
  - 1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.
- 1.3 <u>Seal.</u> The seal of the Association shall bear the name of the corporation, the word "Florida," the words "Corporation Not for Profit," and the year of incorporation.
- 1.4 <u>Definitions.</u> The terms used in these Amended and Restated Bylaws shall have the same definitions and meanings as those in Florida Statutes Chapter 720 which is the Florida Homeowners Association Act ("the Act") as amended from time to time, as well as those in the Amended and Restated Declaration of Restrictions and Protective Covenants for Huntington and the Amended and Restated Articles of Incorporation of the Association, unless otherwise provided in these Amended and Restated Bylaws or unless the context otherwise requires.

#### II. MEETINGS OF MEMBERS AND VOTING

- 2.1 <u>Annual Meetings.</u> The annual meeting of the members shall be held on the date and at the place and time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and no later than 13 months after the last annual meeting. The purpose of the meeting shall be to elect Directors and to transact any other business authorized to be transacted by the Members.
- 2.2 <u>Special Meetings.</u> Special meetings of the Members shall be held at such places as provided for annual meetings and may be called by the President or by a

majority of the Board of Directors of the Association, and must be called by the President or Secretary on receipt of a written request from at least fifty percent (50%) of the voting interests of the Association. Requests for a meeting by the Members shall state the purpose for the meeting. Business conducted at any special meeting shall be limited to the matters stated in the notice for the meeting.

- 2.3 <u>Notice of Annual Meetings.</u> The Association shall follow a procedure (determined by the Board) for noticing and conducting an election of directors consistent with Chapter 720, Florida Statutes, as amended from time to time.
- 2.4 Notice of Special Members' Meetings, Generally. Except as modified by the specific requirements of these Amended and Restated Bylaws or by statute, notice of special Members' meetings generally shall be in writing, state the place, day, and hour of the meeting, and state the purpose or purposes for which the meeting is called. The notice shall be delivered to each Owner not less than fourteen (14) days before the date of the meeting, either personally or by first class mail, by or at the direction of the President, the Secretary, or the Officer or persons calling the meeting. If mailed, the notice shall be considered delivered when deposited in the United States mail addressed to the Owners at the addresses that appear in the records of the Association, with postage prepaid. Nothing herein shall be construed to prevent a Member from waiving notice of meeting.

The Board shall be entitled to utilize any procedures consistent with Florida Statutes, as revised from time to time, regarding electronic notice of Board and Members meetings, electronic voting, conducting meetings via conference call, via Zoom or other means consistent with statute. This may be in response to a concern about Coronavirus or other situation creating a safety concern regarding physical meetings or because of revisions in Florida Statutes.

- 2.5 Quorum. A quorum at meetings of Members shall consist of persons entitled to exercise, either in person or by proxy, thirty percent (30%) of the voting interests of the entire membership.
- 2.6 <u>Presiding Officer.</u> The presiding Officer at Members meetings shall be the President or, in his or her absence, the Vice President, or a person designated by the President or Vice President to preside. In the absence of the President or Vice President, the Directors present shall designate a person to preside.

#### 2.7 Voting.

- (a) <u>Number of Votes.</u> In any meeting of Members, each Lot shall have one(1) voting interest. The vote of a Lot is not divisible.
- (b) <u>Majority Vote.</u> The acts approved by a majority of the voting interests present in person or by proxy at a meeting at which a quorum is present shall be binding on all Owners for all purposes unless the Act, the Amended and Restated Declaration,

the Amended and Restated Articles, or these Amended and Restated Bylaws require a larger percentage, in which case that larger percentage shall control.

- Membership and Voting. Persons or entities shall become Members of the 2.8 Association on the acquisition of fee title to a Lot after approval of the acquisition in the manner provided in the Amended and Restated Declaration. Membership shall be terminated when a person or entity no longer owns a Lot in the Huntington community. If a Lot is owned by one person the right to vote shall be established by the record title to the Lot. If a Lot is owned by more than one person, any of the record Lot Owners for the Lot may vote, provided that there shall be no more than one vote per Lot. Votes may be cast for Lot owned under a trust arrangement, by any trustee. Votes may be cast for Units owned by a partnership, by any partner or other person designated by a partner to vote. Votes may be cast for Lots owned by a corporation, by any officer of the corporation or other person designated by an officer to vote. Votes may be cast for Lots owned by a limited liability company, by any member of that limited liability company or other person designated by the limited liability company to vote. In the case of conflict among the Owners of the Lot, the vote for that Lot shall not be counted as to the matter under consideration in which the conflict arose.
- 2.9 <u>Proxies; Action by Written Consent.</u> Votes may be cast in person or by proxy as permitted by Chapter 720, Florida Statutes and as permitted by the Board of Directors. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated and must be filed with the Association before the appointed time of the meeting or any adjournment of such meeting.

If allowed by the Board, Owners may take action by written agreement without a members meeting, and such action by written agreement are hereby expressly permitted. The decision of a majority of the Owners, or a larger percentage vote if specifically required by the Act, the Amended and Restated Declaration, the Amended and Restated Articles, or these Amended and Restated Bylaws (the decision to be evidenced by written response to be solicited in the notice), shall be binding on the Membership.

- 2.10 <u>Adjourned Meetings.</u> If any meeting of Members cannot be organized because a quorum is not present, the Members who are present, either in person or by proxy with concurrence of the Board, may adjourn the meeting from time to time until a quorum is present. Additionally, the Board may temporarily adjourn and reconvene members meetings if there is an insufficient response vote on any issue at hand or for other reasons as determined by the Board. The time and place to which the meeting is adjourned shall be announced at the meeting at which the adjournment is taken or a notice of reconvened meeting shall be sent to the Owners.
- 2.11 <u>Minutes of Members Meetings.</u> The minutes of all meetings of Owners shall be kept in a book open to inspection at all reasonable times by any Association member, any authorized representative of the member, and Directors. The Association shall retain these minutes for a period of time indicated by Chapter 720, Florida Statutes. Association Members and their authorized representatives shall have the right to make

or obtain copies at the reasonable expense as determined by the Board, of the Association Member.

#### III. DIRECTORS

3.1 <u>Number and Qualifications.</u> The property, business and affairs of the Association shall be managed by a Board of Directors consisting of five(5) Director positions. The Directors shall serve staggered two(2) year terms with the terms of either three(3) or two(2) Directors expiring each year.

Directors shall be members of the Association.

- 3.2 <u>Election of Directors.</u> Directors shall be elected at the annual meeting in the following manner determined by the Board of Directors which is consistent with Chapter 720. Florida Statutes.
- 3.3 <u>Term.</u> Directors shall serve staggered two(2) year terms. If there is ever a dispute or confusion regarding when a Director's term begins or ends, the Board has authority to resolve the matter by Board action.
- 3.4 <u>Vacancies</u>. Except for vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of Members shall be filled by majority vote of the remaining Directors. Any Director appointed to fill a vacancy shall hold office for the remainder of the term of the former Director.
- 3.5 <u>Resignation.</u> Any Director may resign at any time by sending or personally delivering a written notice of resignation to the Association, addressed to the Secretary. The resignation shall take effect on receipt of the notice by the Association, unless it states some fixed date in the resignation, and then from the date so fixed. Acceptance of a resignation shall not be required to make it effective.
- 3.6 Organizational Meeting. The Board of Directors may meet and conduct an organizational meeting immediately following the annual Members' meeting without further notice. The Board may also conduct its organizational meeting within 10 days of the annual Members' meeting at a place and time that shall be fixed by the Directors at the annual members' meeting and without further notice except notice posted conspicuously in the Community at least 48 continuous hours before the meeting. The Board at the organizational meeting, elects officers and handles any other necessary business attendant to new Directors taking office.
- 3.7 <u>Regular Meetings.</u> The Board of Directors may establish a schedule of regular Board meetings to be held at a time and place as a majority of them shall determine from time to time. Notice of regular Board meetings, however, shall be given to each Director personally or by mail, telephone, facsimile or e-mail at least three(3) days before the day named for the Board meeting with the notice of each Board meeting posted

conspicuously in the Community at least 48 continuous hours before the Board meeting, except in an emergency.

3.8 <u>Special Meetings.</u> Special meetings of the Board of Directors may be called by the President and, in his or her absence, by the Vice President, and must be called by the Secretary at the written request of one third of the Directors. Notice of the Special Board meeting shall be given to each Director personally or by mail, telephone, or e-mail. The notice shall state the time, place, and purpose of the meeting and shall be transmitted not less than three(3) days before the meeting. A copy of the notice of any special meeting shall be posted conspicuously in the Community at least 48 continuous hours before the meeting, except in an emergency.

Notice of any Board meeting in which assessments against Owners are to be considered for any reason shall include a statement that assessments will be considered and the nature of the assessments.

When the Board is conducting a Board meeting to consider imposition of a special assessment or adoption of Rules and Regulations regarding use of Lots, the Board shall pursuant to the Chapter 720, Florida Statutes mail out notice of the Board meeting to all Owners and post the notice conspicuously on the Community at least fourteen(14) calendar days prior to the meeting.

The Board shall be entitled to utilize any procedures consistent with Florida Statutes, as revised from time to time, regarding electronic notice of Board and Members meetings, electronic voting, conducting meetings via conference call, via Zoom or other means consistent with statute. This may be in response to a concern about Coronavirus or other situation creating a safety concern regarding physical meetings or because of revisions in Florida Statutes.

- 3.9 <u>Waiver of Notice.</u> Any Director may waive notice of a Board meeting before, at, or after the meeting and that waiver shall be considered equivalent to the giving of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of the meeting, except when the Director's attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.
- 3.10 Quorum. A quorum of the Board at the Board meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors except when approval by a greater number of Directors is required by the Amended and Restated Declaration, the Amended and Restated Articles, or these Amended and Restated Bylaws.
- 3.11 <u>Adjourned Meetings.</u> If there is less than a quorum present at any meeting of the Board of Directors, the majority of those Directors present may adjourn the meeting until a quorum is present. At any adjourned meeting, any business that might have been

transacted at the meeting originally called may be transacted without further notice.

- 3.12 No Proxy. There shall be no voting by proxy at any meeting of the Board of Directors.
- 3.13 Attendance by Speaker Telephone. If permitted by the Board, the Board may allow a Director unable to personally attend a Board meeting, to attend a Board meeting by speaker telephone conference. The telephone speaker must be used so that the Director can be heard by the Board members and by any Owners present in an open meeting. Board members utilizing telephone conference calls may be counted toward obtaining a quorum and may vote over the telephone.
- 3.14 <u>Meetings Open to Association Members.</u> Meetings of the Board of Directors shall, except for those types of Board meetings excepted by the Act, be open to all Owners to attend, observe, and speak with reference to all designated agenda items.
- 3.15 <u>Presiding Officer.</u> The presiding Officer at Board meetings shall be the President or, in his or her absence, the Vice President, and in his or her absence, the Directors present shall designate anyone of their number to preside.
- 3.16 <u>Minutes of Meetings.</u> The minutes of all meetings of the Board of Directors shall be kept in a book open to inspection by any Association member or the authorized representative of the member and Board members at all reasonable times. The Association shall retain these minutes for a period of not less than seven(7) years. Association members and their authorized representatives shall have the right to obtain copies, at the reasonable expense as determined by the Board, of the Association member.
- 3.17 <u>Compensation.</u> Directors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred in the discharge of their duties.

### IV. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association existing under the Act, the Florida not-for-profit corporations statute, the Amended and Restated Declaration, the Amended and Restated Articles, and these Amended and Restated Bylaws shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees, subject only to the approval by Owners when that approval specifically is required. The powers and duties of the Board shall include, but shall not be limited to, the following:

4.1 Maintenance, repair, replacement, management, and operation of Common Areas, Association property and other areas which the Amended and Restated Declaration, the Amended and Restated Articles, and these Amended and Restated Bylaws requires the Association to maintain, manage or operate.

- 4.2 The Association may institute, maintain, settle, or appeal actions or hearings in its name on behalf of all Owners concerning matters of common interest, including but not limited to the Common Areas and commonly-used facilities.
  - 4.3 Make and collect assessments and charges.
- 4.4 <u>Lien and foreclosure for unpaid assessments</u>. The Association has a lien on each Lot for any unpaid assessments with interest and for reasonable attorneys' fees, costs, and expenses incurred in the collection of the assessment or enforcement of the lien. It also has the power to purchase the Lot at the foreclosure sale and to hold, lease, mortgage, or convey it.
- 4.5 <u>Purchase Lot.</u> The Association has the authority to purchase a Lot at a lien foreclosure sale or take title by deed in lieu of foreclosure and to acquire, hold, lease, mortgage, and convey such Lot.
- 4.6 <u>Grant or Modify Easements.</u> The Association, without the joinder of an Owner, may grant, modify, or move any easement if the easement constitutes part of or crosses Common Area or Association property.
- 4.7 <u>Acquire Title to Property.</u> The Association has the power to acquire title to property or otherwise hold property for the use and benefit of its Members.
- 4.8 <u>Borrow.</u> To borrow funds from a lending institution and pledge the income or assessments of the Association as security for the loan.
- 4.9 <u>Adopt Rules and Regulations.</u> The Association, by action of the Board of Directors, may adopt reasonable Rules and Regulations for the operation and use of the Common Areas, Association property as well as use of the Lots.
- 4.10 <u>Maintain Official Records.</u> The Association shall maintain all of the records, when applicable, which shall constitute the official records of the Association.
- 4.11 Obtain Insurance and Reconstruct After Casualty. The Association shall obtain and maintain property insurance and liability insurance on the Common Areas as required by the Amended and Restated Declaration. The Association shall have the authority to repair and reconstruct after casualty as provided in the Amended and Restated Declaration. The Association may purchase other insurance as determined by the Board, including but not limited to directors and officers insurance.
  - 4.12 Furnish annual financial reports to Members.
- 4.13 <u>Provide Certificate of Unpaid Assessments.</u> Any Owner or unit mortgagee has the right to request from the Association a certificate stating all assessments and other monies owed to the Association with respect to the Lot.

- 4.14 Approve or disapprove lease of a Lot transfer as provided in the Amended and Restated Declaration.
  - 4.15 Contract for management of the Association.
- 4.16 Pay taxes or assessments against the Common Areas or Association property.
- 4.17 The Association may employ and dismiss personnel as necessary for the management, maintenance and operation of Huntington and may retain those professional services that are required for those purposes.
- 4.18 The Board of Directors may pursuant to Florida Statute 720.305, as amended from time to time, impose fines on Owners in such amounts determined by the Board up to the maximum amount allowed by law and suspend rights to use the common facilities, for violation of the Amended and Restated Declaration, the Amended and Restated Articles, these Amended and Restated Bylaws, or Rules and Regulations, by Owners, their guests, invitees, or tenants.
- 4.19 The Board of Directors may authorize Lot Owners to use portions of the Common Areas and Association property. Reasonable charges may be imposed provided a lease or agreement is entered into between the Association and the Owner. The Association generally has the power to lease Common Areas.

#### V. OFFICERS

- 5.1 Executive Officers. The Officers of the Association shall be a President, a Vice President, a Treasurer, and a Secretary. Officers shall be Directors. The Officers shall be elected annually by the Board of Directors and may be removed without cause at any meeting by a vote of a majority of all of the Directors. A person may hold more than one office except that the President may not also be the Secretary or Treasurer. The Board of Directors from time to time may elect other Officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.
- 5.2 <u>President.</u> The President shall be the chief executive Officer of the Association. The President shall have all of the powers and duties that usually are vested in the office of President of an association, including but not limited to the power to appoint committees from among the members to assist in the conduct of the affairs of the Association as he or she may determine appropriate. The President shall preside at all meetings of the Board.
- 5.3 <u>Vice President</u>. The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. The Vice President also shall assist the President and exercise those other powers and perform those other duties as shall be prescribed by the Directors.

- 5.4 <u>Secretary</u>. The Secretary shall keep the minutes of all meetings of the Directors and the Members. The Secretary can direct the Association Manager to prepare minutes of the meetings. The Secretary shall oversee the serving of all notices to the Members and Directors and other notices required by law. The Secretary shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. The Secretary shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the Secretary of an Association and as may be required by the Directors or the President.
- 5.5 <u>Treasurer.</u> The Treasurer shall have custody of all property of the Association, including funds, securities, and evidence of indebtedness. The Treasurer shall oversee the keeping of books of account for the Association in accordance with good accounting practices that, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. The Treasurer shall submit a treasurer's report to the Board at reasonable intervals and shall perform all other duties incident to the office of treasurer. All money and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board.
- 5.6 <u>Compensation.</u> Officers shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred in the discharge of their duties.

#### VI. FISCAL MANAGEMENT

- 6.1. <u>Board Adoption of Budget.</u> The Board of Directors shall adopt a budget for the common expenses of the Association in advance of each fiscal year.
- 6.2 <u>Budget Requirements</u>. The proposed annual budget of common expenses shall be detailed and shall show the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The Board shall provide each Association member with a copy of the annual budget.
- 6.3 Accounting Records and Reports. The Association shall maintain financial and accounting records according to good accounting practices and consistent with Chapter 720, Florida Statutes. The records shall be open to inspection by any Association member or the authorized representative of the member at all reasonable times. The records shall include the financial and accounting records set forth in Florida Statute 720.303, as amended from time to time.

Within 90 days after the end of each fiscal year, the Board of Directors shall prepare or contract with a third party for preparation and completion of a financial statement for the preceding fiscal year. The Board shall prepare the type of financial statement which is required or permitted by Florida Statute 720.303, as amended, based on the size and revenue of this Association. The Association shall provide each Association member with a copy of the year end financial statement or a notice that a copy of available upon request at no charge.

- 6.4 <u>Depository.</u> The depository of the Association shall be those banks or savings and loan associations, state or federal, having offices or branches in Florida, as shall be designated from time to time by the Board of Directors and in which the money for the Association shall be deposited. Additionally, the Board may also purchase bank issued bonds. Additionally the Board may place operating funds in a "money market" type account in a well recognized investment firm. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by at least two (2) Directors.
- 6.5 <u>Fidelity Bonding or Insurance of Persons Controlling or Disbursing Association Funds.</u> To the extent required by Florida Statute 720.3033, as amended from time to time, the Association shall maintain insurance or a fidelity bond for all persons who control or disburse Association funds. The cost of such bonding or insurance shall be a common expense of the Association.

#### VII. PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) may be used as a guide to govern the conduct of the Association's meetings when not in conflict with the Act, the Florida not-for-profit corporations statutes, the Amended and Restated Declaration, the Amended and Restated Articles, or these Amended and Restated Bylaws.

#### VIII. AMENDMENTS

The Amended and Restated Bylaws shall be amended by approval of a majority of the total voting interests of the Owners (fifty percent plus one (50% plus 1), such Owners either:

- (a) voting in person or by limited proxy at any annual members meeting or special members meeting, or
- (b) submitting written agreements adopting the amendment(s) without a members meeting.

In addition approval of the Board of Directors shall be required for amendment of the Amended and Restated Bylaws.

Amendments to the Amended and Restated Bylaws shall, after adoption, be recorded in the Public Records of Palm Beach County, Florida.

#### IX. CONSTRUCTION

Whenever the context permits or requires, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

IN WITNESS WHEREO	F, the undersigned have set their hand and seal this, 202 <b>3</b> .
Witnesses (as to both):	HUNTINGTON PROPERTY OWNERS ASSOCIATION, INC.
Lawre Chilo	By: Claine Surzin
Signature LAUMON CHILLE Print Name	Elaine Burzin/ Association President
lengos	August () - 11
Signature 1/11SA Mond Print Name	Attest: Joyce Schiff Association Secretary
STATE OF FLORIDA	)
The foregoing instrument w	vas acknowledged before me this 5th day of
Elaine Burzin as President a PROPERTY OWNERS ASSO	ns of [ ] physical presence or [ ] online notarization, by nd <u>Joyce Schiff</u> as Secretary of the HUNTINGTON CIATION, INC., a Elorida not-for-profit corporation, on
behalf of the Corporation. Th	ney are personally known to me of have produced
k, gary J. Grant	long of the
* Commission # HH 206211 Expires April 7, 2026	NOTARY PUBLIC, State of Florida

[Final 09/08/22]

The undersigned member(s) of the HUNTINGTON PROPERTY OWNERS' ASSOCIATION, INC. ("Association"), hereby appoint the President, Vice President or Secretary of the Association, in that order, as my proxy holder to attend the Special Members Meeting of the Association, to be held on <u>December 13, 2022</u>, at 4:00 <u>PM at 4150 Wycliffe Country Club Bivd.</u>, Wellington, FL 33449. The proxy holder named above has the authority to vote and act for me to the same extent that I would if personally present, and I give my proxyholder general powers to use his or her best judgment on procedural matters. However, my vote on the matter set forth below is set forth as follows, and my proxyholder's authority is limited as set forth below.

LIMITED POWERS (FOR YOUR VOTE TO BE CAST ON THE FOLLOWING ISSUES, YOU MUST INDICATE YOUR PREFERENCE IN THE BLANK(S) PROVIDED BELOW).

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Do you approve the Amended and Restated Declaration of Restrictions and Protective Covenants for Huntington, the Amended and Restated Articles of Incorporation and Amended and Restated Bylaws of the Huntington Property Owners Association, Inc.?

APPROVE N	OT APPROVE
<u> </u>	
Harold Shenbach	Date: 10/07/22
SIGNATURE OF OWNER OR DESIGNATED VOTE	ER .
Valerie Sheidrach	4446 HAZLETON LANE
SIGNATURE OF OWNER	Lot Address

Note: If no voter is designated, all record owners of the Lot must sign.

This Limited Proxy/Written Agreement, Joinder and Consent is also a written agreement, joinder and consent regarding the proposed Amended and Restated Declaration of Restrictions and Protective Covenants. Articles of Incorporation and Bylaws. The Lot owner(s) concur, join in and consent as set forth above.

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APPROVE	NOT APPROVE
111	I
SIGNATURE OF OWNER OR DESIG	Date: 11/3/22
SIGNATURE OF OWNER OR DESIG	4450
SIGNATURE OF OWNER	Lot Address

Note: If no voter is designated, all record owners of the Lot must sign.

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#### OCT 05 2022

#### LIMITED PROXY/WRITTEN AGREEMENT, JOINDER AND CONSENT

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APPROVE

NOT APPROVE

June 1

June 1

June 1

SIGNATURE OF OWNER OR DESIGNATED VOTER

June 1

Lot Address

NOT APPROVE

Date: 10/2/22

Lot Address

Note: If no voter is designated, all record owners of the Lot must sign.

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APPROVE / NO	T APPROVE
SIGNATURE OF OWNER OR DESIGNATED VOTER	Date: 11-1-22
SIGNATURE OF OWNER	Lot Address

Note: If no voter is designated, all record owners of the Lot must sign.

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APPROVE	OT APPROVE
	<i>I</i>
SIGNATURE OF OWNER OR DESIGNATED VOTE	Date: 11/8/27
·	4442
SIGNATURE OF OWNER	Lot Address

Note: If no voter is designated, all record owners of the Lot must sign.

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APPROVE

APPROVE

NOT APPROVE

SIGNATURE OF OWNER OR DESIGNATED VOTER

SIGNATURE OF OWNER

APPROVE

Date: 10/18/23

4438 HAZLETON LANGE

Lot Address

Note: If no voter is designated, all record owners of the Lot must sign.

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APPROVE

NOT APPROVE

Date: 1/8/23

SIGNATURE OF OWNER OR DESIGNATED VOTER

Lot Address

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APPROVE	NOT APPROVE
<u>i                                    </u>	
	Date: 16/20/27
SIGNATURE OF OWNER OR DESIGNAT	ED VOTER .
hearely Bre	4462
SIGNATURE OF OWNER	Lot Address

Note: If no voter is designated, all record owners of the Lot must sign.

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OCT 0 5 2022

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APPROVE

NOT APPROVE

Date: 10/3/2022

SIGNATURE OF OWNER DESIGNATED VOTER

Heldi Harleton Lane

Lot Address

Note: If no voter is designated, all record owners of the Lot must sign.

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APPROVE	NOT APPROVE
15/1	
SIGNATURE OF OWNER OR DESIG	Date: 11/4/2022
)	4470
SIGNATURE OF OWNER	Lot Address

Note: If no voter is designated, all record owners of the Lot must sign.

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OCT 0 5 2022

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APPROVE	NOT APPROVE
	<i>I</i>
Entello Deutch	Date: 10/1/2022-
SIGNATURE OF OWNER OR DESIGNATED VOT	ER ,
Estelle Deuleh	4482 HAZLETON C.N.
SIGNATURE OF OWNER	Lot Address

Note: If no voter is designated, all record owners of the Lot must sign.

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IWE SPECIFICALLY AUTHORIZE AND INSTRUCT MY/OUR PROXYHOLDER TO CAST MY/OUR VOTE IN REFERENCE TO THE FOLLOWING MATTERS AS INDICATED BELOW, THE UNDERSIGNED CAST OUR VOTE AND AGREE IN WRITING AS FOLLOWS:

Do you approve the Amended and Restated Declaration of Restrictions and Protective Covenants for Huntington, the Amended and Restated Articles of Incorporation and Amended and Restated Bylaws of the Huntington Property. Owners Association, Inc.?

APPROVE

NOT APPROVE

Adriume Sussession Date: 10/14/2022

SIGNATURE OF OWNER OR DESIGNATED VOTER

A4-78-Horzbeion Love

SIGNATURE OF OWNER

Lot Address

Note: If no voter is designated, all record owners of the Lot must sign.

This Limited Proxy/Written Agreement, Joinder and Consent is also a written agreement, joinder and consent regarding the proposed Amended and Restated Declaration of Restrictions and Protective Covenants. Articles of Incorporation and Bylaws. The Lot owner(s) concur, join in and consent as set forth above.

OCT 14 2022

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APPROVE	NOT APPROVE
	<u> </u>
SIGNATURE OF OWNER OR DESIGN	Date: <u>しゃしょえる</u> NATED VOTER
	4485
SIGNATURE OF OWNER	Lot Address

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NOV 0 2 2022

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APPROVE

NOT APPROVE

Date: 10 29 22

SIGNATURE OF OWNER OR DESIGNATED VOTER

His bulkind 4490 / A2 LE +0 N LA

SIGNATURE OF OWNER

Lot Address

Note: If no voter is designated, all record owners of the Lot must sign.

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APPROVE

NOT APPROVE

Date:

SIGNATURE OF OWNER OR DESIGNATED VOTER

SIGNATURE OF OWNER

4493 Nazleyon lane Wellington, FL. 33448

Lot Address

Note:

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APPROVE

NOT APPROVE

Date: 10/6/22

SIGNATURE OF OWNER OR DESIGNATED VOTER

H494 HAZLETON LA

SIGNATURE OF OWNER

Lot Address

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APPROVE	NOT APPROVE
11	J. Superiories
	Date: 10/17/2022
SIGNATURE OF OWNER OR DESIG	NATED VOTER  4997
SIGNATURE OF OWNER	Lot Address

Note: If no voter is designated, all record owners of the Lot must sign.

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APPROVE	NOT APPROVE
	<i>II</i>
OLOMA TUDE OF OWALES OF DECIONATES	Date: ///2/22
SIGNATURE OF OWNER OR DESIGNATED  Alander J. San Lemans SIGNATURE OF OWNER	- 4498
SIGNATURE OF OWNER	Lot Address

Note: If no voter is designated, all record owners of the Lot must sign.

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OCT 2 1 2022

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APPROVE	NOT APPROVE
	/
	Date: 10-15-22
SIGNATURE OF OWNER OR DESIGNATED	VOIER
Rota Nicolerhapper	4501
SIGNATURE OF OWNER	Lot Address

Note: If no voter is designated, all record owners of the Lot must sign.

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APPROVE	NOT APPROVE
Cha Lot SIGNATURE OF OWNER OR D	Date: 18/3// 32
SIGNATURE OF OWNER OR D	45.02
SIGNATURE OF OWNER	Lot Address

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OCT 24 2022

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APPROVE

NOT APPROVE

SIGNATURE OF OWNER OR DESIGNATED VOTER

SIGNATURE OF OWNER

Lot Address, 33449

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APPROVE	NOT APPROVE
BODOLOOS ROOMA	Date: 10/11/22
SIGNATURE OF DWNER OR DESIGN	IATED VOTER
Blybleg Rosed	4522
SIGNATURE OF OWNER	Lot Address

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APPROVE	NOT APPROVE
	Alta =
BAU	Date: 10/15/22
SIGNATURE OF OWNER OR	DESIGNATED VOTER  (C)
SIGNATURE OF OWNER	Lot Address

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APPROVE	NOT APPROVE
Druce S. Brody SIGNATURE OF OWNER OR DESIGNATED VO	Date: <u>10-18-20</u> 22
/	4526
SIGNATURE OF OWNER	Lot Address

Note: If no voter is designated, all record owners of the Lot must sign.

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OCT 0 6 2022

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APPROVE	NOT APPROVE
	//
Man Un	Date: 10/02/2022
SIGNATURE OF OWNER OR DESIGNATED	VOTER
Mu- U-	4537
SIGNATURE OF OWNER	Lot Address

Note: If no voter is designated, all record owners of the Lot must sign.

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APPROVE

I

Date:

SIGNATURE OF OWNER OR DESIGNATED VOTER

Lot Address

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OCT 19 2022

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APPROVE NO	T APPROVE
$I \overline{\checkmark I}$	
Stuart Kruega.	Date: 10 /16 / 2.52_
SIGNATURE OF OWNER OR DESIGNATED VOTER	<b>?</b>
SIGNATURE OF OWNERS	4542 HAZCE TON LAWE Lot Address

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The undersigned member(s) of the HUNTINGTON PROPERTY OWNERS' ASSOCIATION, INC. ("Association"), hereby appoint the President, Vice President or Secretary of the Association, in that order, as my proxy holder to attend the Special Members Meeting of the Association, to be held on <a href="December 13">December 13</a>, 2022, at 4:00 PM at 4150 Wycliffe Country Club Blvd., Wellington, FL 33449. The proxy holder named above has the authority to vote and act for me to the same extent that I would if personally present, and I give my proxyholder general powers to use his or her best judgment on procedural matters. However, my vote on the matter set forth below is set forth as follows, and my proxyholder's authority is limited as set forth below.

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Do you approve the Amended and Restated Declaration of Restrictions and Protective Covenants for Huntington, the Amended and Restated Articles of Incorporation and Amended and Restated Bylaws of the Huntington Property Owners Association, Inc.?

APPROVE	NOT APPROVE
N	1/
TRI/	Date: 10/12/22
SIGNATURE OF OWNER OR DESIGNA	ATED VOTER 4545 HAZLETON LANG
SIGNATURE OF OWNER	Lot Address

Note: If no voter is designated, all record owners of the Lot must sign.

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APPROVE

NOT APPROVE

Date: 10/11/22

SIGNATURE OF OWNER OR DESIGNATED VOTER

SIGNATURE OF OWNER

Lot Address

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APPROVE	NOT APPROVE
SeverlySunor	Date: // / 9/2012
SIGNATURE OF OWNER OR DESIGNATED V	4550 Hughton
SIGNATURE OF OWNER	Lot Address

Note: If no voter is designated, all record owners of the Lot must sign.

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APPROVE	NOT APPROVE
<u>/ X /</u>	
Frederick Rojee	
Date: 10/18/2022 SIGNATURE OF OWNER OR DESIG	NATED VOTER
SIGNATURE OF OWNER	4553 Hazleton Ln Lot Address

Note: If no voter is designated, all record owners of the Lot must sign.

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APPROVE	NOT APPROVE
<u>/ X /</u>	
Cathy Stein	Date: 10/18/22
SIGNATURE OF OWNER OR DESIG	GNATED VOTER
Howard Stein SIGNATURE OF OWNER	 4567 Hazleton Lane Lot Address

Note: If no voter is designated, all record owners of the Lot must sign.

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APPROVE	NOT APPROVE
Joyne Seliff SIGNATURE OF OWNER OR DESIGNATED VO	Date: Oct. 10, 2022
SIGNATURE OF OWNER	4569 Hayleton LN. Lot Address

Note: If no voter is designated, all record owners of the Lot must sign.

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APPROVE	NOT APPROVE
Iller Frigur SIGNATURE OF OWNER OR DESIG	NATED VOTER Date: 10/7/2022
Barto Fineen	4571 HAZLETONLANE
SIGNATURE OF OWNER	Lot Address
Note: If no voter is designated, all rec	ord owners of the Lot must sign.

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APPROVE

SIGNATURE OF OWNER

APPROVE

NOT APPROVE

Date: 10/4/27

Date: 10/4/27

V578 Hicketon IN

Lot Address

Note: If no voter is designated, all record owners of the Lot must sign.

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OCT 0 7 2022

#### LIMITED PROXY/WRITTEN AGREEMENT, JOINDER AND CONSENT

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APPROVE N	OT APPROVE
Rossbeeley.	
SIGNATURE OF OWNER OR DESIGNATED VOTE	ir.
Rossfold	4581 thezetin
SIGNATURE OF OWNER	Lot Address

Note: If no voter is designated, all record owners of the Lot must sign.

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AFFROVE .	NOT APPROVE
SIGNATURE OF OWNER OR DESIGNATURE	
	4382 HARVE (2C)
SIGNATURE OF OWNER	Lot Address

Note: If no voter is designated, all record owners of the Lot must sign.

A B B B A 1 (P

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APPROVE

NOT APPROVE

Date: 10/1/22

SIGNATURE OF OWNER OR DESIGNATED VOTER

4586 /42/e fon Land

Lot Address

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APPROVE

NOT APPROVE

Date: 1 22

SIGNATURE OF OWNER OR DESIGNATED VOTER

Lot Address

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APPROVE.	NOT APPROVE
$I \subset I$	/ <u> </u>
Idans Holf	Date: <u>↓ 0                                  </u>
SIGNATURE OF OWNER OR DESIGNATED	VOTER
	4594 HAZUSTON
SIGNATURE OF OWNER	Lot Address

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APPROVE	NOT APPROVE
SIGNATURE OF OWNER OR DESIGNATED VO	Date: 11 /1/2022
SIGNATURE OF OWNER	<u>US98</u> Lot Address

Note: If no voter is designated, all record owners of the Lot must sign.

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APPROYE	NOT APPROVE
	<u> </u>
	Date: 10/11/22
SIGNATURE OF OWNER OR DESIGNA	TED VOTER
	4602
SIGNATURE OF OWNER	Lot Address

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Do you approve the Amended and Restated Declaration of Restrictions and Protective Covenants for Huntington, the Amended and Restated Articles of Incorporation and Amended and Restated Bylaws of the Huntington Property Owners Association, Inc.?

APPROVE NO	TAPPROVE
	<u></u>
SIGNATURE OF OWNER OR DESIGNATED VOTER	Date: 10/10/22.
	47,06
SIGNATURE OF OWNER	Lot Address

Note: If no voter is designated, all record owners of the Lot must sign.

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APPROVE	NOT APPROVE
SIGNATURE OF OWNER OR DESIGN	Date: 10/20/10
SIGNATURE OF OWNER	Lot Address

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APPROVE

NOT APPROVE

Date: Lope of the polymer of Designated Voter

SIGNATURE OF OWNER

Lot Address

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APPROVE	NOT APPROVE
Haren Wexler SIGNATURE OF OWNER OR DESIGNAT	Date: 10/11/2027
	4621 Hazleton Lane
SIGNATURE OF OWNER	Lot Address

Note: If no voter is designated, all record owners of the Lot must sign.

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Date:

APPROVE NOT APPROVE

SIGNATURE OF OWNER OR DESIGNATED VOTER

SIGNATURE OF OWNER Lot Address

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APPROVE NO	OT APPROVE
Ald Bas	Date: /0///22
SIGNATURE OF OWNER OR DESIGNATED VOTER	3 (4000) 4626
SIGNATURE OF OWNER	Lot Address

Note: If no voter is designated, all record owners of the Lot must sign.

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APPROVE

NOT APPROVE

SIGNATURE OF OWNER OR DESIGNATED VOTER

Date: 19/1/21
SIGNATURE OF OWNER OR DESIGNATED VOTER

4630 HARLOTON Ly
SIGNATURE OF OWNER

Lot Address Wallong Ton, Fl-

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APPROVE	NOT APPROVE
	<i>I</i>
SIGNATURE OF OWNER OR DESIGN	Date: 1/ c/22
Aumme & About	9 4633
SIGNATURE OF OWNER	Lot Address
Note: If no voter is designated, all reco	ord owners of the Lot must sign.

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APPROVE	NOT APPROVE
Man Marale	Date: 10 - / / - 人入
SIGNATURE OF OWNER OR DESIGN	ATED VOTER
The Mark	4634 HAZLETON
SIGNATURE OF OWNER	Lot Address

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APPROVE	T APPROVE
(r. 64-)	Date: 10-11-22
SIGNATURE OF OWNER OR DESIGNATED VOTE	₹
SIGNATURE OF OWNER	53 4646
SIGNATURE OF OWNER	Lot Address

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APPROVE NOT	T APPROVE
	1
SIGNATURE OF OWNER OR DESIGNATED VOTER	Date: 11/3/2022
SIGNATURE OF OWNER	Lot Address

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APPROVE	NOT APPROVE	
	<i></i>	
Porkel(ex) of France SIGNATURE OF OWNER OR DESIGNATED VOT	Date: <u>/0/2/2022</u>	
Rochellewordman SIGNATURE OF OWNER	#650 Lot Address	

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APPROVE	NOT APPROVE
Sharow	Date: Nov 4, 2022
SIGNATURE OF OWNER OR DE	SIGNATED VOTER
Shawn Buch	usual 4654 Hazleston ha
SIGNATURE OF OWNER	Lot Address Wellington
	U

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APPROVE	TAPPROVE
SIGNATURE OF OWNER OR DESIGNATED VOTER	Date: 1921 /2022
U	CA
SIGNATURE OF OWNER	Lot Address

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CFN 20230008312 OR BK 34060 PG 569 Pg: 106 of 115

#### LIMITED PROXY/WRITTEN AGREEMENT, JOINDER AND CONSENT

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APPROVE

NOT APPROVE

Date: 10 (15/22

SIGNATURE OF OWNER OR DESIGNATED VOTER

Lot Address

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APPROVE	NOT APPROVE
IVI	
Roberta Cop	Date: 10-23-27  OR DESIGNATED VOTER
SIGNATURE OF OWNE	OR DESIGNATED VOTER 4661 Hanleton Lang
SIGNATURE OF OWNER	Lot Address

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The undersigned member(s) of the HUNTINGTON PROPERTY OWNERS' ASSOCIATION, INC. ("Association"), hereby appoint the President, Vice President or Secretary of the Association, in that order, as my proxy holder to attend the Special Members Meeting of the Association, to be held on <u>December 13, 2022, at 4:00 PM at 4150 Wycliffe Country Club Blvd.</u>, Wellington, FL 33449. The proxy holder named above has the authority to vote and act for me to the same extent that I would if personally present, and I give my proxyholder general powers to use his or her best judgment on procedural matters. However, my vote on the matter set forth below is set forth as follows, and my proxyholder's authority is limited as set forth below.

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IWE SPECIFICALLY AUTHORIZE AND INSTRUCT MY/OUR PROXYHOLDER TO CAST MY/OUR VOTE IN REFERENCE TO THE FOLLOWING MATTERS AS INDICATED BELOW. THE UNDERSIGNED CAST OUR VOTE AND AGREE IN WRITING AS FOLLOWS:

Do you approve the Amended and Restated Declaration of Restrictions and Protective Covenants for Huntington, the Amended and Restated Articles of Incorporation and Amended and Restated Bylaws of the Huntington Property Owners Association, Inc.?

APPROVE	NOT APPROVE
SIGNATURE OF OWNER OR DE	Date: 10/1/2022
SIGNATURE OF OWNER	Lot Address

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APPROVE	NOT APPROVE
TWT	
	7
SIGNATURE OF OWNER OR DESIGN	<u> </u>
X Kathlen buin SIGNATURE OF OWNER	4670 Hazleton Ln.
SIGNATURE OF OWNER	Lot Address

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APPROVE	NOT APPROVE
SIGNATURE OF OWNER OR DES	Date: 1/1/232
	4673
SIGNATURE OF OWNER	Lot Address

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APPROVE	OT APPROVE
	<i>i</i>
David / []	Date: /0 /(4/22
SIGNATURE OF OWNER OR DESIGNATED VOTER	۲
$\mathcal{O}$	1682 Marleten Lane welly to Lot Address 33416
SIGNATURE OF OWNER	Lot Address 3 39 16

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APPROVE	NOT APPROVE
Down Had	Date: 11/5/2022
SIGNATURE OF OWNER OR DESIGNA	TED VOTER
	4674
SIGNATURE OF OWNER	Lot Address

Note: If no voter is designated, all record owners of the Lot must sign.

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NOV 0 2 2022

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APPROVE	NOI APPROVE
Howard Graditer SIGNATURE OF OWNER OR DESIGNA	Date: <u>®さ、29、2のスプ</u>
	4697 HAZLETON
SIGNATURE OF OWNER	Lot Address

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OCT 17 2622

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APPROVE	NOT APPROVE
	<i>I</i>
An her	Date: <u>/0-/0-</u>
SIGNATURE OF OWNER OR DESIGN.	ATED VOTER
Rom Soldmon	46851442LGTON
SIGNATURE OF OWNER	Lot Address

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APPROVE	NOT APPROVE
VI	
Barbara Jatie	Date: 10/20/20
Babe - Settle	H702
SIGNATURE OF OWNER	Lot Address

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