

(**Please note:** These amendments were approved by a unanimous vote of of the Huntington homeowners at the annual meeting on February 15, 2003. In this document, added text is indicated by underlining; deleted text is indicated by ~~striketroughs~~, and unaffected text is indicated by ellipses "...")



Amendments to Declaration of Covenants,
Conditions, Restrictions and Easements of the
Huntington Homeowners' Association Inc.

1. Proposed amendment to Article II, Sections 9 (a) and (b), Declaration, as follows:

ARTICLE II.
COMMON AREA

Section 9. Maintenance.

(a) Responsibility of Association. The Association shall provide maintenance upon each Lot and each Lot is subject to an assessment for such maintenance, as the case may be, as follows: the exclusive right to conduct exterior maintenance including but not limited to the repair, replacement and maintenance of lawns, trees, shrubs, landscaped areas including any partially or fully enclosed yards of Lots, walks, fences, the subdivision entry security gate, the community pool, pool cabana and pool furniture and equipment, and other exterior improvements in the common area installed by Declarant, and heir replacements; (ii) the exclusive right to painting, repair and replacement of exterior building surfaces and roofs, including pressure washing lead walks, driveways and exterior building surfaces as necessary; (iii) repair, replacement, and maintenance of the utility easements located under each Lot as described in Article II, Section 7 (b); (iv) the right to maintain irrigation systems along the exterior of each Lot and within the Irrigation Easement; and (v) the Wall Easement. The Association's duty of exterior maintenance does not include any damage, replacement or repair caused by any insurable occurrence or casualty, to the replacement of glass, or any trees, shrubs, lawns or landscaped areas within an enclosed yard, patio or fully enclosed entry area including the enclosed rear patios of Lots, except that the Association will maintain and replace any hedge or other landscaping, if any, installed by Declarant along the boundary between any Lot and the common Area. The Association is not responsible for any maintenance, repair or replacement resulting from any fire, wind, flood, tornado, hurricane, accident, intentional act or other casualty; and each Owner will promptly correct any and all such casualty damage to such Owner's Lot within a reasonable time as specified below. Where it is stated herein that the Association has "exclusive control," it means the Owners of Lots shall not be required, or entitled, to conduct such activities, it being the intent of the Association to control such activities for purpose of maintaining uniformity within the property.

(b) Responsibility of Owner. The Owner shall provide exterior maintenance as follows, the cost for which each Owner shall be individually responsible: (i) repair or replacement of all glass surfaces on his/her Lot; (ii) replacement of any trees, shrubs, lawns or landscape areas planted by the Owner within a partially or fully enclosed yard, patio, or entry area including the rear patios of an Owner's respective Lot; (iii) maintenance, repair or replacement resulting from any fire, wind, flood, tornado, hurricane,

accident, intentional act or other casualty damage within the Lot of an Owner; (iv) repair or replace any property whether upon such Owner's Lot or any other Lot, or the Common Area, which repair or replacement is required because of any gross negligence or the willful act of such Owner or any member of such Owner's family or household, any invitee of such Owner. Any additional plantings require the prior approval of either the Architectural Control Committee or the Board of Directors. Owner is responsible for trimming, fertilizing, removing and replacing any trees or other landscaping which he/she has planted.

2. Proposed amendment to Article IV., Section 3., Declaration, as follows:

ARTICLE IV
ASSESSMENTS

Section 3. Annual Assessment. The Annual Assessment shall be used exclusively for common expenses to promote the recreation, health, safety and welfare of the residents within the Property, including (i) the operation, management, maintenance, repair, servicing, ~~security~~, renewal, replacement and improvements of the Common Area and water management system, operating the entry gate, and those other responsibilities as outlined herein, (ii) all other general activities and expenses of the Association, including the enforcement of this Declaration, and (iii) expenses of providing any exterior maintenance for each dwelling building as specified in Article II.

3. Proposed amendment to Article IV., Section 4., Declaration, as follows:

Section 4. Maximum Annual Assessment. At least thirty (30) days before the expiration of each year, the Board will prepare and distribute to each Owner a proposed budget for the Association's operations during the next ensuing year. ~~If such budget requires an Annual Assessment of not more than one hundred fifteen percent (115%) of the Annual Assessment then in effect, t~~ The assessment so proposed will take effect at the commencement of the next ensuing year without further notice to any Owner. ~~If such budget requires an Annual Assessment that is more than one hundred fifteen percent (115%) of the Annual Assessment then in effect, however, the Board must call a membership meeting as stated herein. In computing the applicable percentage of the new annual assessment for the above determination, any increase due to an increase in utility charges for the common area or cable televisions charges shall not be included, but shall be automatically passed on as part of the assessment. A majority of those Members present and authorized to vote and voting is sufficient for such approval, and the assessment approved will take effect at the commencement of the next ensuing fiscal year without notice to any Owner. If the proposed assessment is disapproved, a majority of the Members present who are authorized to vote and voting will determine the Annual Assessment for the next fiscal year, which may be any amount not exceeding that stated in the meeting notice. Each Annual Assessment may be payable in such number of installments, with or without interest, as the Board determines. In the absence of any valid action by the Board or the membership to the contrary prior to the commencement of any fiscal year, the Annual Assessment then in effect will automatically continue for the ensuing fiscal year, increased only by any increase in utility charges and cable fees. The Board may increase the annual assessment at any time during the year to provide for an increase in utility charges and insurance charges for the Common Area, or cable television charges for Lots.~~

4. Proposed amendment to Article IV., Sections 13. and 14., Declaration, as follows:

Section 13. Assessment Lien. All sums assessed to any Lot, together with interest, late fees, and all costs and expenses of collection (including reasonable attorneys' fees and paralegal fees, plus any applicable sales or use tax thereon, including those for trial and all appellate proceedings), are secured by a continuing lien on such Lot in favor of the Association. . . .

Section 14. Effect of Nonpayment of Assessment; Remedies of the Association. The Board may require that any Assessments not paid within ten (10) days after the due date shall bear interest from the due date up to the highest rate allowed by law of eighteen percent (18%) per annum or at such rate as the Board may from time to time establish provided, however, that in no event shall the Association have the power to establish a rate of interest in violation of the law of the State of Florida. In addition to interest, the Association may charge an administrative late fee in the amount of \$25.00, or 5% of the assessment installment due, whichever is higher, or such other amount as may be provided by applicable law, as amended from time to time, for each delinquent installment that the payment is late. All payments on account shall first be applied to interest and late fees, if any, then to costs and reasonable attorneys' fees incurred in collection, and then to the oldest balance of the assessment due. . . .

5. Proposed amendment to Article V., Section 1., Declaration, as follows:

ARTICLE V.
ARCHITECTURAL CONTROL COMMITTEE

Section 1. Creation and Composition. The "Architectural Control Committee" shall mean . . . Thereafter, the Association shall have the right, power, and authority, ~~and obligation~~ to establish a successor Architectural Control Committee, made up of Owners who are not members of the Association Board of Directors, as a committee of the Association in accordance with the Association Documents and prescribe rules and regulations pursuant to which such Committee shall act. When the Committee exists, the Board will serve as a Board of Appeals, according to rules and regulations adopted from time to time. If an Architectural Control Committee is not appointed, from time to time, the Association Board of Directors will serve in that capacity and have all of the powers and duties thereof. . . .

6. Proposed amendment to Article V., Section 3., Declaration, as follows:

Section 3. Review and Approval of Plans. No exterior change shall be commenced, erected, or maintained on any Lot, nor shall any exterior addition to or alteration there of be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to the Architectural Control Committee for written approval ... In the event the Architectural Control Committee fails to approve or disapprove such design and location within ~~forty-five (45)~~ thirty (30) days after said plans and specifications, and any other information requested and deemed necessary by the Architectural Control Committee to make an informed decision, have been submitted in writing, the proposal shall be deemed to be ~~dis~~approved by the Architectural Control Committee. ...

7. Proposed amendment to Article VI., Section 12., Declaration, as follows:

ARTICLE VI
GENERAL COVENANTS AND RESTRICTIONS

Section 12. Antennae and Clotheslines. No radio or television transmission or reception antennae, apparatus or tower shall be erected on the Property or any Lot or Structure. Notwithstanding the above, a satellite dish antenna one meter (39 inches) eighteen inches (18²²) in diameter or smaller may be installed on the rear side of the dwelling or in the rear yard with landscape screening and with prior notice to approval of the Architectural Control Committee. Installations may only be made by licensed and insured contractors.

8. Proposed amendment to Article VI., Section 14., Declaration, as follows:

Section 14. Trailers, Trucks, School Buses, Boats, Boat Trailers. ... ~~Notwithstanding the foregoing, passenger automobiles may be parked in driveways on a Lot, if the number of vehicles owned by the Owner exceeds the capacity of the garage.~~

—