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MUIRHEAD DOCUMENTS

UPDATED 2005

1- DECLARATION OF AMENDED COVENANTS
AND RESTRICTIONS

2-ARTICLES OF INCORPORATION
OF
MUIRHEAD ESTATES AT ABERDEEN
HOMEOWNERS ASSOCIATION, INC.

(A CORPORATION NOT FOR PROFIT)

3- BY-LAWS
OF
MUIRHEAD ESTATES AT ABERDEEN
HOMEOWNERS ASSOCIATION, INC.

A NOT FOR PROFIT CORPORATION UNDER
THE LAWS OF THE STATE OF FLORIDA

This instrument was prepared
by and should be returned to:
Alan Pinkwasser, Esq. and
Bruce Gable
8231 Muirhead Circle
Boynton Beach, Florida 33437

DECLARATION OF AMENDED COVENANTS AND RESTRICTIONS

FOR

MUIRHEAD ESTATES AT ABERDEEN

THIS DECLARATION OF AMENDED COVENANTS AND RESTRICTIONS, made and executed this day of 2005, by MUIRHEAD ESTATES AT ABERDEEN HOMEOWNERS ASSOCIATION, INC., A Florida not for profit Corporation, hereinafter called "Association".

W I T N E S S E T H :

WHEREAS, previous Developer, Sunbelt Properties Ltd. (Developer) was the owner of that real property located in Palm Beach County, Florida, and legally described in Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, previous Developer established a general plan and uniform scheme of development and improvement of the Property; and

WHEREAS, previous Developer wished to provide for the preservation and enhancement of property values, amenities and opportunities within the Property in order to contribute to the personal and general health, safety and welfare of the property owners and residents therein, and to maintain the land and improvements therein, and to this end wishes to subject the Property to the covenants, restrictions, easements, reservations, Assessments, charges, liens and other provisions hereinafter set forth.

NOW, THEREFORE, previous Developer had declared that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions hereinafter set forth in this Declaration of Covenants and Restrictions.

ARTICLE 1

DEFINITIONS

The following terms as used in this Declaration, shall have the following meanings:

- 1.1 "Aberdeen" shall mean and refer to all real property subject to the Aberdeen Planned Unit Development, formerly known as Parkwalk Planned Unit Development, created pursuant to County Resolutions Numbers R-73-811, R-80-1242 and R-80-1243, within which the Property is located.
- 1.2 "Architectural Review Board" or "A.R.B." shall mean and refer to that permanent committee of the Master Association, created for the purpose of establishing and enforcing criteria for the construction of Improvements within the Property and other properties subject to the control of the Master Association.
- 1.3 "Muirhead Architectural Review Committee" or "M.M.A.R.C." shall mean and refer to that permanent committee of the Association.

- 1.4 "Assessment" shall mean and refer to those charges made by the Association from time to time, against each Lot within the Property, for the purposes and subject to the terms set forth herein.
- 1.5 "Association" shall mean and refer to MUIRHEAD ESTATES AT ABERDEEN HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, and its successors and assigns.
- 1.6 "Board" shall mean the Board of Directors of MUIRHEAD ESTATES AT ABERDEEN HOMEOWNERS ASSOCIATION, INC.
- 1.7 "Club" shall mean and refer to Aberdeen Golf and Country Club.
- 1.8 "Club Facilities" shall mean and refer to the golf course and such other properties, improvements and related amenities located in Aberdeen P.U.D. and Aberdeen P.C.D. and owned by the Club Owner.
- 1.9 "Club Owner" shall mean and refer to Aberdeen Golf and Country Club, Inc., a Florida not for profit corporation, its successors and assigns.
- 1.10 "Common Expenses" shall mean and refer to all expenses incurred by the Association in connection with its ownership, maintenance and other obligations set forth herein.
- 1.11 "Common Property" shall mean and refer to all portions of the property which are intended for the common use and enjoyment of the Owners, and which are identified and dedicated or reserved to the Association on the recorded subdivision plat of the Property, or conveyed to the Association by deed, and any personal property acquired by the Association.
- 1.12 "County" shall mean and refer to Palm Beach County, Florida.
- 1.13 "Declaration" shall mean and refer to this instrument and all exhibits hereto, as it may be amended from time to time.
- 1.14 "Developer" shall mean and **refer** to Sunbelt Properties, Ltd., an Illinois limited partnership authorized to transact business in the State of Florida, its successors and assigns.
- 1.15 "Gatehouse" shall mean and refer to the security Gatehouse, including the entryway thereto, located on Estates Boulevard as shown on the recorded subdivision plat of the Property.
- 1.16 "Improvements" shall mean and refer to all structures of any kind including, without limitation, any building, fence, wall, sign, paving, grating, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, or landscape device or object.
- 1.17 "Lot" shall mean and refer to a tract of real property designated as a residential building lot on any plat of the Property, whether improved or unimproved.
- 1.18 "Master Association" shall mean and refer to ABERDEEN PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.
- 1.19 "Master Declaration" shall mean and refer to that certain Declaration Of Covenants and Restrictions For Aberdeen Planned Unit Development and Aberdeen Planned Commercial Development,

dated June 17, 1983, and recorded at Official Record Book 3970, page 573, under the name of Parkwalk Planned Unit Development and Parkwalk Planned Commercial Development, Public Records of Palm Beach County, Florida, and any amendments thereto recorded or to be recorded in the Public Records of Palm Beach County, Florida.

- 1.20 "Master Plan" shall mean and refer to that certain Revised Master Plan for Aberdeen, which is filed under the name Parkwalk and marked Exhibit No. 26 in the Official *Zoning File* of ABERDEEN, in the Office of the County Department of Planning, Zoning and Building, approved July 13, 1982 and as amended from time to time.
- 1.19 "Member" shall mean and refer to a member of the Association and as used throughout this Declaration is synonymous with the term "Owner" and said terms are used herein interchangeably.
- 1.20 "Mortgagee" shall mean and refer to (1) any person, partnership, corporation or other natural or artificial entity which holds a mortgage upon any portion of the Property at the time of the recordation of this Declaration, (2) any person, partnership, corporation or other natural or artificial entity which subsequently makes a loan secured by a mortgage upon any portion of the Property and who is designated to be a "Current Mortgagee" in its mortgage, and (3) any Institutional Lender" which shall refer to a lending institution having a first mortgage lien upon a Lot or any portion of the Property, including any of the following institutions: (a) a federal or state savings and loan association or commercial bank doing business in the State of Florida, (b) a federal or state building and loan association doing business in the State of Florida, (c) an insurance company or subsidiary thereof doing business in the State of Florida which is approved by the Insurance Commissioner of the State of Florida, (d) a real estate investment trust or mortgage banking company licensed to do business in the State of Florida, (e) the Federal National Mortgage Association, (f) a pension or profit Sharing fund qualified under the United States Internal Revenue Code, or (g) any subsidiary of the foregoing licensed or qualified to make mortgage loans in the State of Florida. As used in this Declaration, the term "Mortgagee" shall apply collectively to a Current Mortgagee, to a designated Current Mortgagee and to an Institutional Lender, but when such terms are expressly used, they shall apply only to the appropriate Mortgagee and not to the others.
- 1.23 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, excluding, however, any Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or any proceeding or deed in lieu of foreclosure and as used throughout this Declaration, the term "Owner" is synonymous with the term "Member" and said terms are used herein interchangeably.
- 1.24 "Property" shall mean and refer to that real property legally described in Exhibit "A" attached hereto and made a part hereof, and any other real property which may from time to time be made subject to this Declaration in the manner provided in Article 2 hereof.
- 1.25 "Unit" shall mean and refer to a residential dwelling constructed on a Lot, for which a Certificate of occupancy has been issued.

ARTICLE 2

PROPERTY SUBJECT TO THIS DECLARATION

2.1 Existing Property. The initial Property subject to this Declaration upon the recordation hereof in the County Public Records, is the Property described in Exhibit "A" attached hereto.

ARTICLE 3

MUIRHEAD ESTATES AT ABERDEEN HOMEOWNERS ASSOCIATION, INC.

3.1 Formation. At or about the time of the recording of this Declaration, Developer has caused the Association to be formed by the filing of the Articles of incorporation therefore in the Secretary of State of Florida. The Association is formed to own, operate and maintain the Common Property; enforce the covenants, conditions, restrictions and other provisions set forth in this Declaration and to have such other specific rights, obligations, duties and functions as are set forth in this Declaration and in the Articles of Incorporation and the By-Laws of the Association. Subject to the additional limitations provided herein and in the Articles of Incorporation and By-Laws, the Association shall have all of the powers and be subject to the limitations of a not-for-profit corporation as contained in Florida Statutes, Chapter 617, Part 1 (1985) (Corporations Not-For-Profit).

3.2 Membership. A person or entity shall automatically become a Member of the Association upon acquisition of fee simple title to any Lot and filing a deed therefore in the public records of the County. Membership shall continue until such time as the Member transfers or conveys his interest of record or the interest is transferred and conveyed by operation of law, at which time membership, with respect to the Lot conveyed, shall automatically be conferred upon the transferee. Membership shall be appurtenant to, and may not be separated from, ownership of a Lot subject to this Declaration. No person or entity holding an interest of any type or nature whatsoever in a Lot only as security for the performance of an obligation shall be a Member.

3.3 Voting. The Association shall have one class of membership:

Members shall be all Owners. Members shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interest in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot. With respect to each Lot owned by other than a natural person or persons, the Owner shall file with the Secretary of the Association a notice designating the name of an individual who shall be authorized to cast the vote of such Owner. In the absence of such designation, the Owner shall not be entitled to vote on any matters coming before the membership.

3.4 Administration of the Association. The affairs of the Association shall be administered by the Board of Directors in accordance with this Declaration, the Articles of Incorporation and the By-Laws of the Association. The Articles of Incorporation and By-Laws may be amended in the manner set forth therein; provided, however, that no such amendment shall conflict with the terms of this Declaration and provided further, that no amendment, alteration or rescission may be made which affects the rights or privileges of any Current Mortgagee without the express prior written approval of the Current Mortgagee so affected, and any attempt to amend, alter or rescind contrary to this prohibition shall be of no force or effect.

3.5 Suspension of Membership Rights. No Member shall have any vested right, interest or privilege in or to the assets, functions, affairs or franchises of the Association, or any right, interest or privilege which may be transferable, or which shall continue after his membership ceases, or while he is not in good standing. A Member shall be considered "not in

good standing" during any period of time in which he is delinquent in the payment of any Assessment, or in violation of any provision of this Declaration or of any rules or regulations promulgated by the Association. While not in good standing, the Member shall not be entitled to vote or exercise any other right or privilege of a Member of the Association.

3.6.1 The Association shall have the right to terminate any contract or lease, including any management agreement. This right of termination may be exercised by the Association without penalty at any time, with or without cause, and upon not more than ninety (90) days notice to the other party.

ARTICLE 4

COMMON PROPERTY

4.1 Title to Common Property. Title to the Common Property shall remain vested in the Members of the Association. Notwithstanding the manner in which fee simple title is held, the Association shall be responsible for the management, maintenance and operation of the Common Property from and after the date of recordation of this Amended Declaration. Simultaneously with its relinquishment of control of the Association, Developer has conveyed all of its right, title and interest in the Common Property to the Association.

4.2 Acquisition and Conveyance of Property. The Association shall have the power and authority to acquire and convey such interests in real and personal property as it may deem beneficial to its Members. Such interests may include fee simple or other absolute ownership interests, leaseholds or such other possessory use interests as the Association may determine to be appropriate. Any property acquired pursuant to this section shall be Common Property.

4.3 Rules and Regulations Governing Use of Property. The Association, through its Board of Directors, shall regulate the use of the Property by Owners and may from time to time promulgate rules and regulations consistent with this Declaration governing the use thereof as it may deem to be in the best interest of its Members. No rules or regulations may be adopted which would adversely affect the rights of any Mortgagee without the prior written consent of such Mortgagee. A copy of all rules and regulations established hereunder and any amendments thereto shall be made available to all Members at the Association office. Such rules and regulations may be enforced by legal or equitable action.

4.4 Owners Easements of Enjoyment. Subject to the provisions herein below, each Owner shall have a right and easement of enjoyment in and to the Common Property which shall be appurtenant to, and shall pass with the title to each Lot.

4.5 Extent of Owner's Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

4.5.1 The right of the Association to borrow money for the purpose of improving the Common Property and in connection therewith, to mortgage the Common Property.

4.5.2 The right of the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure.

4.5.3 The right of the Association to suspend the enjoyment rights and easements of any Owner for any period during which an Assessment remains unpaid by that owner, and for any period during which such owner is in violation of this Declaration or any of the rules and regulations of the Association.

4.5.4 The right of the Association to maintain the Common Property and other property described in Section 5.1.

4.5.5 The rules and regulations governing the use and enjoyment of the Property, as promulgated by the Association.

4.5.6 The right of the Association to dedicate or transfer all or any part of the Common Property to any governmental or quasi-governmental agency, authority, utility, water management or water control district.

4.5.7 Restrictions contained on any plat, or filed separately, with respect to all or any portion of the Property.

4.5.8 All of the provisions of this Declaration, and the Articles of Incorporation and By-Laws of the Association.

4.6 Plat. Any plat or replat of the Property subject to this Declaration must conform with the Master Plan as approved by the Board of County Commissioners of Palm Beach County as well as the applicable site plan as approved by the Site Plan Review Committee of Palm Beach County.

ARTICLE 5

MAINTENANCE OF PROPERTY

5.1 Association Responsibilities. The Association shall be responsible for maintenance of the Common Property.

5.1.1 In addition, the Association shall maintain and be responsible for:

5.1.1.1 All roads within the Property which are dedicated or reserved to the Association on any plat of any portion of the Property or conveyed by deed to the Association.

5.1.1.2 All landscaping of the Common Property, including without limitation, all sodding, irrigation and the planting and care of trees and shrubbery.

5.1.1.3 The Association's proportionate share of maintenance and landscaping of the Gatehouse and the provision of security for the Property as set forth in Article 8 of this Declaration.

5.2 Owner Responsibilities. Each Owner shall be responsible for maintenance of his Unit, the Lot and, in the event the Lot abuts a lake, the Owner shall also be responsible for the maintenance of a portion of that certain twenty (20) foot perimeter area around the lake, (the "Lake Easement(s)") which are dedicated or reserved to the Master Association on any of the recorded plats of the Property, such maintenance to be in accordance with the requirements of this Declaration and to include, but not be limited to, the obligation and responsibility to irrigate and mow the Lot and Lake Easements on a regular basis as deemed appropriate by the Association. (For purposes of clarification, if an Owner's Lot abuts a lake, the Owner shall be responsible for the maintenance of an area determined by extending the side Lot lines through the Lake Easement to the water's edge.)

Owner is responsible to repair and maintain sidewalk and parkway (swale).

5.2.1 All Lots shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. All Lots shall be mowed and edged and kept free of debris and vegetation (including weeds, underbrush and/or unsightly growths) up to the curb of the street abutting the Lot. With regard to those lots which abut the lake, in addition to the foregoing, the owners thereof shall be obligated to maintain their Lots up to the perimeter boundary of the lake, notwithstanding the easement in favor of the Association as more particularly described in Article 5 herein. In the

event an Owner fails to maintain his Lot as aforesaid, for a period of at least thirty (30) days, the Association shall have the right, exercisable in its discretion, to mow, burn or clear any weeds, grass, underbrush or unsightly debris and/or growths from any Lot deemed by the Association to be a health menace, fire hazard or a detraction from the aesthetic appearance of Muirhead Estates at Aberdeen, provided, however, that at least fifteen (15) days prior notice shall be given by the Association to the Owner of such Lot before such work is done by the Association. In the event the Association, after such notice, causes the subject work to be done, then, and in that event, the costs of such work together with interest thereon at the maximum rate permitted by the usury laws of the State of Florida, shall be charged to the Owner and shall become a lien on the subject Lot, which lien shall be effective, have priority and be enforced pursuant to the procedures set forth in Article 7 of this Declaration.

5.2.2 In connection with the provision of water to each Lot, each owner shall install a well on his Lot or in the event the Lot is contiguous to the lake, the owner shall be permitted to obtain water from the lake. In the event the owner elects to install a well on his Lot, such well shall be installed with a Harvard Series 100 deluxe injection pump with a minimum twenty (20) gallon subsurface holding tank or a comparable pump and holding tank to insure a rust-free appearance. In the event the Owner elects to obtain water from a contiguous lake, a submersible pump acceptable to the M.A.R.C must be installed. Any and all equipment relating to the provision of water pursuant to this subsection must be located underground or in close proximity to the Unit.

5.2.3 The expense of any maintenance, repair or construction of any portion of the Common Property necessitated by the negligent or willful acts of an Owner, or his invitees, licensees, family or guests, shall be borne solely by such Owner, and his Unit shall be subject to an individual assessment for such expense. All repairs and replacements made by an owner shall be subject to the approval of the M.M.A.R.C., as set forth in Article 10 of this Declaration.

5.3 Continual Maintenance. In the event, of a permanent dissolution of the Association, the Members shall immediately thereupon hold title to the Common Property as tenants in common and shall collectively provide for the continued maintenance and upkeep thereof. In no event shall the County be obligated to accept any dedication offered to it by the Association or the Members pursuant to this section, but the County may accept such a dedication and any such acceptance must be made by formal resolution of the then empowered Board of County Commissioners. In the event of a dissolution of the Association, for whatever reason, any Owner may petition the circuit court of the 15th Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and the Common Property in place and instead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the Common Property.

ARTICLE 6

EASEMENTS

6.1 Easement Grants. The following easements are hereby granted and reserved over, across and through the Property:

6.1.1 Easements for the installation and maintenance of utilities are granted as shown on the-recorded subdivision plats of the Property. Within these easement areas, no structure, planting or other material, other than sod shall be placed or permitted to remain, which may interfere with the installation and maintenance of underground

utility facilities. The Association (or such other entity as indicated on the plats) is hereby granted access to all easements within which such underground facilities are located for the purpose of operation, maintenance and replacement thereof.

6.1.2 Easements for the installation and maintenance of drainage facilities are granted to the Association and other entities as shown on the recorded subdivision plats of the Property. Within these easement areas, no structure, planting or other material, other than sod shall be placed or permitted to remain which may interfere with such installation and maintenance, or which may obstruct or retard the flow of water through drainage channels. The Association and the Master Association (and any other entity indicated on the plat) shall have access to all such drainage easements for the purpose of operation and maintenance thereof.

6.1.3 Easements are hereby granted throughout the Property to the Association for the purpose of access to all property dedicated or reserved to the Association on the recorded subdivision plats of the Property.

6.1.4 An easement is hereby granted to each Mortgagee for the purpose of access to the property subject to its mortgage.

6.1.5 An easement is hereby granted to members of the Club Owner and their guests, its officers, agents and employees, to permit the doing of every act necessary and incident to the playing of golf on the golf course located within Aberdeen and to permit the doing of every act necessary and incident to maintaining the Club Facilities. These acts shall include, but not be limited to, the recovery of golf balls from Lots, the flight of golf balls over and upon the Lots, the creation of the usual and common noise level associated with the playing of the game of golf, the creation of the usual and common noise level associated with maintaining Club Facilities, together with all such other common and usual activities associated with the game of golf and with all the normal and usual activities associated with the maintenance and operation of Club Facilities.

6.2 Additional Easements. The Association, or Current Mortgagee who has acquired title to any portion of the Property pursuant to foreclosure or any proceeding or deed in lieu of foreclosure, and the Master Association shall have the right to grant additional easements throughout the Property to private utilities, cable television services the Association, or Current Mortgagee who has acquired title to any portion of the Property pursuant to foreclosure or any proceeding or deed in lieu of foreclosure, and the Master Association may deem to be in the best interests of the Owners.

6.3 Restriction on Owner Easements. No Owner or any Current Mortgagee which has acquired title to all or any portion of the Property through foreclosure or any proceeding or deed in lieu of foreclosure shall grant any easement upon any portion of the Property to any person or entity, without the prior written consent of the Association..

ARTICLE 7

ASSESSMENTS AND LIENS

7.1 Authority of Association. The Association, through its Board of Directors, shall have the power and authority to make and collect Assessments as hereinafter set forth. All Assessments made by the Association shall be collected by the Association or such agent as shall be designated by the Association for collection of Assessments.

7.2 General Assessments. General Assessments shall be determined annually for the purpose of maintenance and management of the Association,

the Common Property, the Gatehouse, the Lake Easements, payment of amounts assessed by the Master Association, and for the purpose of promoting the safety and welfare of the Owners. Without limiting the foregoing, general Assessments shall be used for payment of: operation, maintenance and management of the Association and the Common Property; payments of amounts assessed by the Master Association; operation, maintenance and all costs associated with the Gatehouse and the provision of security for the Property; property taxes and assessments against, and insurance coverage for the Common Property; mailboxes; legal and accounting fees; maintenance of any roadways dedicated or reserved to the Association; management fees; normal repairs and replacements; charges for utilities used upon the Common Property; cleaning services; maintenance of the reserve account required pursuant to the By-Laws of the Association; expenses and liabilities incurred by the Association in the enforcement of its rights and duties against the Members or others; maintenance of vacant property; maintain the Lake Easements; the creation of reasonable reserves (The Association shall be required to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of Improvements to the Common Property. The reserve fund shall be, maintained from the general Assessments for Common Expenses, collected by the Association); and all other expenses deemed by the Board of Directors of the Association to be necessary and proper for management, maintenance, repair, operation and enforcement.

7.3 Basis and Collection of General Assessments. The Association shall annually estimate the Common Expenses it expects to incur and the period of time involved therein and shall assess its Members sufficient monies to meet this estimate. All Lots shall be assessed at a uniform rate to be determined by the Association, so that all Lots subject to a general Assessment shall be assessed equally. Should the Association at any time determine that the Assessments made are insufficient to pay the Common Expenses, the Board of Directors shall have authority to levy additional general Assessments to meet such needs. General Assessments shall be payable in advance on a monthly basis.

7.4 Special Assessments. The Association shall have the power and authority to levy and collect a special Assessment from each Member for payment of the following: the acquisition of Property by the Association; the cost of construction of capital Improvements to the Common Property; the cost of construction, reconstruction, unexpected repair or replacement of the Common Property or any capital Improvement, and including the necessary fixtures and personal property related thereto; including, without limitation, such costs resulting from an Act of God, hurricane, flood or freeze damage; the expense of indemnification of each Director and officer of the Association; and any other expenses included in the budget adopted annually by the Association. All lots shall be assessed at a uniform rate. A special Assessment shall be collectible in such manner as the Board of Directors shall determine. If a special Assessment shall exceed FIVE HUNDRED DOLLARS per Lot, it shall require the approval of the Members of the Association, to be obtained at a duly convened regular or special meeting at which a quorum exists and which is called at least in part to secure this approval. Approval shall be by an affirmative vote of at least fifty-one percent (51%) of the votes present in person or by proxy.

7.5 Emergency Special Assessments. The Association may levy an emergency special Assessment when, in the sole determination of the Board of Directors, there is potential danger of damage to persons or property. Emergency special Assessments may be utilized to pay for preventive, protective or remedial construction, reconstruction, improvements, repairs or replacements. Events justifying emergency special Assessments include but are not limited to, hurricanes, floods and fires. Emergency special Assessments shall be collectible in such manner as the Board of Directors shall determine.

7.6 Individual Assessments. The Association shall have the power and

authority to levy and collect an individual Assessment against a particular Lot for the cost of maintenance, repairs or replacements within or without the Lot, which the Owner thereof has failed or refused to perform, and which failure or refusal has, in the opinion of the Association, endangered or impaired the use or value of other portions of the Property. The Association shall have the right to enter onto each Lot to perform necessary maintenance, repairs and replacements, including the right to abate or eliminate any nuisance. The individual Assessment may include an administrative fee charged by the Association in 'an amount to be determined by the Board of Directors in its discretion from time to time. All individual Assessments shall be collectible in such manner as the Board of Directors shall determine.

7.7 Special Assessment for Non-Compliance:

The expense of any maintenance, repair or construction of any portion of the Common Property necessitated by the negligent or willful acts of an Owner, or his invitees, licensees, family or guests, shall be borne solely by such Owner, and his Unit shall be subject to an individual assessment for such expense. All repairs and replacements made by an owner shall be subject to the approval of the M.M.A.R.C., as set forth in Article 10 of this Declaration.

In addition to all other remedies provided in this Declaration, the Board of Directors, in its sole discretion, may levy a Special Assessment upon an Owner for failure of the Owner, his family, guests, invitees, or employees, to comply with any provision in this Declaration or the Articles, By-Laws or Rules and Regulations of the Association, provided that the following procedures are followed:

7.7.1 Notice. The Association shall notify the Owner of the infraction or infractions. Included in the Notice shall be the date and time of the next Board of Directors Meeting at which the owner shall present testimony as to why the Special Assessment should not be imposed.

7.7.2 Hearing. The non-compliance shall be presented to the Board of Directors at the time and place provided in the Notice, at which meeting a hearing shall be conducted for purposes of obtaining testimony as to the levying of a Special Assessment in the event that it is determined that a violation has in fact occurred. A written decision of the Board of Directors shall be submitted to the owner not later than twenty-one (21) days after the hearing.

7.7.3 Amount of Special Assessment. The Board of Directors may impose the following Special Assessments against the Owner in the event a violation is found:

7.7.3.1 Non-Compliance for Violation: A Special Assessment for each violation in an amount not in excess of \$100.00 and set a fine at the rate of \$100.00 thereafter on the basis for each day of a continuing violation. Total fines for each violation or continuing violation may not exceed \$1000.00 in the aggregate.

7.7.4 Due Date of Special Assessment. A Special Assessment as provided in this Article shall be due and owing not later than five (5) business days after the written decision as provided in Section 7.7.2 above.

7.8 Effect of Non-Payment of Assessments. All notices of Assessments from the Association to the Members shall designate when the Assessment is due and payable. If an Assessment is not paid on the date when due, then in addition to the above there shall be a monthly late charge of \$25.00 per month to defray administrative costs, and it shall then become delinquent and shall bear interest at the maximum rate allowed by law (and in the absence of such law, at such interest rate as the Board of Directors of

the Association may decide from time to time) from the date when due until paid. The Assessment, together with interest thereon and the costs of collection thereof, including attorneys' fees, shall be a continuing lien against the Lot owned by the Member against whom the Assessment is made and shall also be the continuing personal obligation of the Owner thereof; provided however, that such personal obligation shall not pass to a successor in title to a Lot unless assumed by such successor in title. The Association shall also record a claim of lien in the Public Records of the County setting forth the amount of the unpaid Assessment, the rate of interest due thereon and the costs of collection thereof. If any Assessment or any installment thereof shall not be paid within five (5) business days following the due date, the Association may declare the entire annual unpaid Assessment immediately due and payable. The Association may at any time thereafter bring an action to foreclose the lien against the Lot assessed in the manner in which mortgages on real property are foreclosed and a suit on the personal obligation of the Owner. There shall be added to the amount of the Assessment the costs of such action, including attorneys' fees, and in the event a judgment is obtained, such judgment shall include interest on the Assessment as above provided and costs including attorneys' fees, incurred by the Association. If any payments of any assessments are not paid by the due date then, in addition to the above, there shall be a monthly late charge of \$25.00 per month to defray administrative costs. Any successor in title to a Lot shall be held to constructive notice-of the records of the Association to determine the existence of any delinquency in the payment of Assessments.

7.9 Additional Assessments. The Assessments provided for herein shall be in addition to any other Assessments or charges which may be levied by the Master Association.

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

7.11 Subordination of Lien to Mortgages. Regardless of the effective date of the lien of any Assessments made by the Association, such Assessment lien shall be subordinate and inferior to the lien of the mortgage of any Mortgagee. Such subordination shall, however, apply only to the Assessments, which have become due and payable prior to a final sale or transfer of the mortgaged Lot pursuant to a decree of foreclosure or in any other proceeding or conveyance in lieu of foreclosure of the mortgage, No sale or other transfer shall relieve any Lot from liability for any Assessment becoming due thereafter, nor from the lien of any such subsequent Assessment. Any delinquent' Assessments which are eliminated against a Lot pursuant to a sale or transfer in connection with the foreclosure of a mortgage, or any proceeding or deed in lieu of foreclosure, may be reallocated and assessed to all Owners as a Common Expense. The written opinion of the Association that the Assessment lien is subordinate to a mortgage lien (other than the lien of a mortgage held by a Current Mortgagee) shall determine any question of subordination.

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

7.12.1 All property dedicated or reserved to or owned by the Association and the Master Association.

7.12.2 All property dedicated to or owned by the water management

district, water control district or other party responsible for maintenance of the water management system within Aberdeen.

7.12.3 Any portion of the Property dedicated to the County.

7.12.4 Any portion of the Property exempted from ad valorem taxation by the laws of the State of Florida.

7.14 Submission of Financial Report. The Association shall provide copies of its financial statements, common expenditure statements and budgets to Current Mortgagees. The Association's obligation to provide these statements and budgets shall cease at such time as the liens of the mortgages held by the respective Current Mortgagees have been released from the Property. Further, the Association shall furnish all other Mortgagees with copies of the financial statements of the Association, upon written request therefore to the Association.

ARTICLE 8 SECURITY GATEHOUSE

The "Gatehouse" shall be a maintenance obligation of the Dorchester Association, Sheffield Association, Muirhead Association and any other associations to be serviced by the Gatehouse (the "Additional Associations"), all called the Estates Road Association, which maintenance shall include, without limitation, all costs associated with the provision of security for the Property and all landscaping of the Gatehouse. The Association's share of the costs for the Gatehouse and the provision of security for the Property shall be based on a percentage to be determined as follows: (i) the total number of Lots, divided by (ii) the total number of lots to be serviced by the Gatehouse. Any and all maintenance obligations associated with the Gatehouse and security for the Property shall be subject to change upon the unanimous vote of representatives chosen by the Association, Dorchester, Sheffield and additional Associations shall each elect three (3) representatives and Muirhead shall elect four (4) representatives at a duly called meeting of the respective association(s) for purposes of this Section. Notwithstanding anything contained in this Section to the contrary, either the Association, Dorchester Association, Sheffield or Additional Associations may increase the number of hours the Gatehouse is to be manned so long as any and all additional expense arising from such increase is paid for solely by the respective association(s) causing the increase.

ARTICLE 9

ARCHITECTURAL CONTROLS

It was the intent of Developer to create within the Property a residential community of high quality and harmonious improvements. Accordingly, no improvements shall be commenced, erected, placed or maintained within the Property nor shall any addition, change or alteration be made to any Improvements unless and until the plans, specifications and location of same shall have been submitted to and approved in writing by the Architectural Review Board of the Master Association. The procedures to be followed by the M.M.A.R.C. shall be as set forth in the "Master Declaration" (a defined term at Section 1.17 hereof) and in the rules, regulations and standards as may be adopted by the M.M.A.R.C. and Muirhead Board M.M.A.R.C. from time to time.

ARTICLE 10

USE RESTRICTIONS

10.1 Restrictions on Use of Lots and Common Property

10.1.1 Residential Use. All Lots shall be used only as single

family, private, residential dwellings 'and for no other purpose. "Single Family" shall mean and refer to either a single person occupying a Unit and maintaining a household, including not more than one authorized tenant; or two (2) or more persons related by blood, marriage, or adoption occupying a Unit and living together and maintaining a common household, including not more than one authorized tenant; or not more than four (4) unrelated persons occupying a Unit as distinguished from a group occupying a boarding or lodging house, hotel, club or similar dwelling for group use.

- 10.1.2 No Commercial Activities: No Lot shall be used or occupied for any purpose other than as a residential dwelling by a Single Family, its household and guests. No business or commercial activity shall be permitted on any Lot, nor shall any business be conducted on any part thereof.
- 10.1.3 Pets. Owners may keep as pets 3 dogs, or up to 5 cats kept indoors, any number of tropical fish and birds indoors, provided that no such pets are kept, bred or maintained for any commercial purpose. All dogs must be on a leash or carried when on the Property; however, no pets shall be permitted within any recreational areas. It shall be the pet owner's obligation to remove the pet's waste material from all property maintained by the Association or other property owners lots. The Board of Directors of the Association shall have the right to order the removal of any pet which is considered, in the Board's sole discretion, a nuisance. In such event, the Board of Directors shall give written notice thereof to the pet owner, and the pet shall immediately thereafter be permanently removed from the Property within Muirhead Estates or other property owners lots.
- 10.1.4 Boats. No Watercraft of any kind is permitted.
- 10.1.5 Temporary Structures. No temporary buildings, structures or tents, either with or without living, sleeping or eating accommodations, shall be placed, located, kept or maintained within the Property.
- 10.1.6 Insurance. No Owner or occupants of a Lot shall permit or suffer anything to be done or kept within his or their Lot or make any use of the Common Property, which will increase the rate of insurance on any portion of the Property.
- 10.1.7 Nuisances. No use or practice which is, in the sole opinion of the Board of Directors of the Association, either an annoyance to other Owners or an interference with the peaceful possession and proper use of the Property by Owners, shall be allowed. No Owner and no occupants of a Lot shall commit or permit any nuisance or illegal activity in or about the Property.
- 10.1.8 No Soliciting. No contractor can work on Sundays or holidays.
- 10.1.9 Outside Displays. No Owner and no occupants of a Lot shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of his or their Lot, including reflective film, nor place any furniture or equipment outside the Improvement's on his Lot except with the prior written consent of the Association. This shall not prohibit the use of patio furniture within the confines of a courtyard.
- 10.1.10 Antennae. No radio, television or other electronic antennae or aerial may be erected or maintained anywhere on the Common Property (unless installed by Developer or the Association) or

the exterior of any home, without the prior written approval of the Association. Satellite dishes are permitted with M.M.A.R.C. approval.

- 10.1.11 Motor Vehicles. No vans (except for non-conversion miniature vans with permanent signs and rear windows and passenger seats closed), campers, trailers, motorcycles, bus, trucks including without limitation pick-up trucks but not including sports utility vehicles designated primarily for passengers rather than transferring cargo or material, dune buggies, mobile homes, swamp buggies, boats and boat trailers, with or without boats, recreational vehicles, commercial vehicles (other than in connection with pick ups and deliveries) or inoperative vehicles shall be stored or parked within the Property, or on any Lot, unless parked in a garage with closed door out of public view, nor shall any motor vehicles be repaired on the Property or on any Lot. For purposes of this subsection, any vehicle having in excess of one-half (1/2) ton payload capacity shall be conclusively presumed to be a commercial vehicle. Determinations as to acceptable motor vehicles shall be made in the sole discretion of the Board of Directors of the Association. No vehicle which is an eye sore (determined by the Board of Directors) shall be parked, kept or stored on the common property or on any lot, except within an enclosed garage. The Association may tow vehicles from the common property violating any of the provisions of this Declaration or the rules and regulations or traffic regulations of the Association provided that the Association complies with applicable State and local laws concerning towing.
- 10.1.12 Exterior Alterations. No structural changes, exterior color changes, or alterations shall be made or added to any Unit without the prior approval of the M.M.A.R.C.
- 10.1.13 Trash Containers. All trash containers and contents thereof shall be stored in an area not visible from the streets or adjoining Lots. For purposes of periodic trash removal, however, an owner, within twenty-four (24) hours prior to pick-up, may place the covered trash containers at locations convenient for pick-up. Trash bags must be kept in containers with lids.
- 10.1.14 Branches to be stored by owner behind his house and put out at the curb the evening before pick up of yard waste. Any piles of cuttings from plants or trees may not be placed at curb more than 24 hours prior to the designated pick-up day of yard and waste. Landscape companies who make said cuttings must arrange for their removal if they would remain for more than 24 hours.
- 10.1.15 Awnings. No awnings, canopies or shutters, including hurricane or storm shutters, shall be attached or affixed to the exterior of any building unless such awnings, canopies or shutters have been approved by the M.M.A.R.C.
- 10.1.16 Parking. The parking and storage of automobiles and other motor vehicles shall be limited to the driveways of Lots and other paved surfaces designated by the Association.
- 10.1.17 Clothes and Drying Facilities. No outside clothesline or other clothes drying facility shall be permitted.
- 10.1.18 Signs. All are subject to M.M.A.R.C. approval except for signs that give an alarm company's name, address or telephone number. No sign of any kind shall be displayed to the public view on the Property, including without limitation, any sign advertising the property for sale or for rent, except such as are placed by the

Developer. No sign of any kind shall be permitted to be placed inside a Unit or on the outside walls of the Unit or on any fences on the Property, nor on the Common Property, nor on dedicated or reserved areas, nor on entryways or any vehicles within the Property, except such as are placed by the Developer.

- 10.1.19 Landscaping. No Owner shall place any landscaping on his Lot outside his Unit or on the Common Property without the express prior written consent of the Association. In the event an Owner shall obtain such consent, the landscaping shall be maintained by the Owner.
- 10.1.20 No Excavation, Mining or Drilling. Excavation, mining or drilling on the Property shall not be permitted other than irrigation wells, in connection with which the removal of water from the lakes or other bodies of water on or about the golf course shall be permitted; provided, however, the golf course owner shall have the right to prohibit such removal at such times and in such instances as the golf course owner deems appropriate.
- 10.1.21 Fencing. All fences to be erected on the Property shall be subject to the prior approval of the A.R.B. In the event the owner of any Lot shall desire to erect a fence thereon, which fence shall be no higher than six (6) feet, the standard of quality shall be subject to the prior approval of the Association, which shall be in addition to the foregoing A.R.B. approval.
- 10.1.22 Other Improvements. The construction or erection of any additional improvements on any of the Lots, including sports equipment, shall be subject to the prior approval of the A.R.B.

10.2 Additional Rules and Regulations. The Board of Directors of the Association, may establish such additional rules and regulations as may be deemed for the best interests of the Association and its Members for purposes of enforcing the provisions of this Declaration.

10.3 Appeals and Variances. As to those restrictions contained in this Article 10 that are to be enforced by the M.A.R.C., procedure for appeals and variances shall be as established by the M.A.R.C. As to those restrictions contained in this Article 10 that are to be enforced by the Association, ' procedures for appeals and variances shall be established by the Board of Directors of the Association pursuant to Section 7.7 hereof.

10.5 Enforcement. Failure of an Owner to comply with a provision in this Declaration or a provision in the By-Laws, Articles of Incorporation or Rules and Regulations of the Association shall provide the Association with the right to bring legal action in law or in equity, including but not limited to an action for injunctive relief, damages, or a combination thereof. All costs and expenses incurred by the Association in terminating or resolving a violation of this Declaration, inclusive of attorneys' fees (whether or not litigation is instituted) shall be the responsibility of the owner determined by the Association to be in violation. Collection of such attorneys' fees may be enforced by any method in this Declaration providing for the collection of an Assessment, including but not limited to a foreclosure proceeding.

ARTICLE 11

INSURANCE

Insurance, other than title insurance, that shall be carried on the Common Property shall be governed by the following provisions:

- 11.1, Authority to Purchase; Named Insured. All insurance policies upon

the Common Property shall be purchased by the Association and shall be placed in a single agency or company, if possible. The named insured shall be the Association for itself, and as agent for the Members without naming them, and as agent for Mortgagees. Provisions shall be made for the issuance of Mortgagee endorsements and memoranda of insurance to any such Mortgagees. The policies shall provide that payments by the insurer for losses shall be made to the Association for the benefit of the Members and Mortgagees, as their interests may appear. The Owners may purchase insurance on their individual Lots, as they deem appropriate.

11.2 Coverage.

- 11.2.1 Casualty Insurance. All insurable Improvements on the Common Property shall be insured for fire and extended coverage perils, excluding foundation and excavation costs, at their maximum insurable replacement cost, and all personal property owned by the Association shall be insured for its full insurable value, all as determined annually by the Board of Directors of the Association. If available, the Association shall also obtain an Agreed Value Amount and Inflation Guard Endorsement providing coverage in the minimum amount of \$50,000 for each incident and Construction Cost Endorsements, such as Demolition Cost Endorsements, Contingent Liability From Operation of Building Laws Endorsements, and Increased Cost of Construction Endorsements.
- 11.2.2 Public Liability Insurance. The Association shall obtain public liability and property damage insurance covering all of the Common Property, and insuring the Association, the Members and Mortgagees as their interests may appear in such amounts and providing such coverage as the Board of Directors of the Association may determine from time to time; including without limitation, coverage for bodily injury and property damage resulting from operation, maintenance or use of the Common Property, the Gatehouse and any legal liability arising in connection with employment contracts to which the Association is a party provided that the minimum amount of coverage shall be \$500,000 each person, and \$1,000,000 each incident. The liability insurance shall include, but not be limited to, hired and non-owned automobile coverage. The liability policy must provide for at least ten (10) days written notice to the Association before the insurer can cancel or substantially modify the policy.
- 11.2.3 All gardeners shall provide to the Board a copy of appropriate insurance for work they provide.
- 11.2.4 Workmen's Compensation Insurance. The Association shall obtain Workmen's Compensation Insurance in order to meet the requirements of law, as necessary.
- 11.2.5 Flood Insurance. The Association shall obtain flood insurance if required to meet the requirements of federal, state, or local law.
- 11.2.6 Other Insurance. The Board of Directors of the Association shall obtain such other insurance as it shall determine from time to time to be desirable.
- 11.2.7 Subrogation Waiver. If available, the Association shall obtain policies which provide that the insurer waives its right to subrogation as to any claim against Members, the Association and their respective servants, agents and guests.
- 11.3 Premiums. The cost of insurance premiums and other incidental

expenses incurred by the Association in administering and carrying out any of the provisions of this Article shall be a Common Expense.

11.4 Shares of Proceeds. The Association shall not be liable for the sufficiency of policies nor the failure to collect any insurance proceeds. The duty of the Association shall be to receive such proceeds as are paid and to hold the proceeds in trust for the purposes elsewhere stated herein for the benefit of Members and Mortgagees in the following shares, which shares need not be set forth on the records of the Association:

11.4.1 Common Property - Proceeds on account of damage to Common Property shall be an equal undivided share for each Member.

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

11.5 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the Members in the following manner:

11.5.1 Reconstruction or Repair. If the damage for which proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as hereinafter provided. Any proceeds which remain after defraying such costs shall be distributed to the Members and Mortgagees as their interest may appear.

11.5.2 Failure to Reconstruct or Repair. If it is determined in the manner hereinafter provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the Members and Mortgagees as their interests may appear. There shall be no distribution of remaining proceeds until all debris, remains and residue have been cleared and removed, and the damaged area has been properly landscaped. In the event of loss or damage to personal or real property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal or real property as may be lost or damaged, the proceeds shall be distributed to the Members and Mortgagees as their interests may appear.

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

ARTICLE 12

RECONSTRUCTION OR REPAIR AFTER CASUALTY.

12.1 Determination to Reconstruct or Repair. If any part of the Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

12.1.1 Common Property. If the damaged Improvement is part of the Common Property, the damaged Improvement shall be reconstructed or repaired unless it is determined by the Members of the Association that it shall not be reconstructed or repaired.

12.1.2 Lot. If the damaged property is Improvements on Lots, the damaged Improvements shall be reconstructed or repaired unless all affected owners and Mortgages, the Association and the M.A.R.C. agree that the damaged Improvements shall not be reconstructed or repaired.

12.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Improvements; or, if none, then according to plans and specifications approved by the M.A.R.C. and POA/ARB if necessary.

12.3 Estimates of Costs. Immediately after a determination is made to rebuild, replace or repair-damage to property for' which the Association has the responsibility of reconstruction, replacement or repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild, replace or repair. Such costs may include professional fees and premiums for such bonds as the Board of Directors may require.

12.4 Special Assessments. Unless the damage was caused by the gross negligence or willful act of a Member, in which case such Member shall be liable, the amount by which an award of insurance proceeds is reduced on account of a deductible clause in an insurance policy shall be assessed equally against all Members as a special Assessment. If the proceeds of such special Assessment and of the insurance are not sufficient to defray the estimated costs of reconstruction, replacement and repair by the Association, or if at any time during reconstruction, replacement and repair, or upon completion of reconstruction, replacement and repair, the funds for the payment of the costs of reconstruction, replacement and repair are insufficient, special Assessments shall be made against the Members in sufficient amounts to provide funds for the payment of such costs.

12.5 Construction Funds. The funds for the payment of costs of reconstruction, replacement and repair after casualty, which shall consist of proceeds of insurance held by the Association and funds collected by the Association from special Assessments against Members, shall be distributed in payment of such costs in the following manner:

12.5.1 Association. The proceeds of insurance collected on account of a casualty, and the total of special Assessments made by the Association in order to provide funds for payment of reconstruction, replacement and repair, shall constitute a construction fund which shall be held by the Association and thereafter disbursed in payment of the costs of reconstruction, replacement and repair in the following manner and order:

12.5.2 Association - Lesser Damage. If the amount of the estimated costs of reconstruction, replacement and repair that is the responsibility of the Association is less than Twenty-Five Thousand Dollars (\$25,000.00), the construction fund shall be disbursed in payment of such costs upon the order of the Association.

12.5.3 Association - Major Damage. If the amount of the estimated costs of reconstruction, replacement and repair that is the responsibility of the Association is Twenty-Five Thousand Dollars (\$25,000.00) or more, then the construction funds held by the Association shall be disbursed in payment of such costs in the manner required by the Board of Directors

of the Association, and upon approval by an architect or general contractor qualified to practice in Florida and employed by the Association to supervise the work.

- 12-5.4 Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction, replacement and repair shall be from insurance proceeds. If there is a balance in the construction fund after payment of all costs of the reconstruction, replacement and repair for which the fund is established, such balance shall be distributed equally to the Members.

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

ARTICLE 13

SALE, RENTAL OR OTHER ALIENATION OF LOTS

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Property, the transfer of a Lot by any Owner other than the Developer and any Mortgagee who acquires title to a Lot through foreclosure or any proceeding or deed in lieu of foreclosure shall be subject to the following provisions, which provisions each Owner covenants to observe:

13.1 Transfer Subject to Approval.

13.1.1 Each lot may be leased only one (1) time during each calendar year, and each lease shall be for a term of not less than three (3) months. No subleasing or assignment of leases without Board approval.

13-1.2 Gift. If any Owner shall acquire title by gift, the continuance of the ownership of the Lot shall be subject to the approval of the Association.

13.1.3 Devise or Inheritance. If any Owner shall acquire title by devise or inheritance, the continuance of ownership of the Lot shall be subject to the approval of the Association.

13.1.4 Other Transfers. If any Owner shall acquire title by any manner not mentioned in the foregoing subsections, the continuance of ownership of the Lot shall be subject to the approval of the Association.

13.1.5 Corporations, Partnerships and Trusts. Changes of beneficial ownership of a Lot through sale or acquisition of stock in a corporation, change in corporate officers, change in rights in a partnership or trust shall constitute a transfer, and occupancy and continuance of ownership of the Lot shall be subject to approval of the Association.

13.1.6 Application Form and Fee. All applications for approval of transfer shall be submitted to the Association on the form prescribed by the Association. A processing fee of One hundred Dollars (\$100.00) may be charged to the transferor of the Lot, which fee shall accompany the application. This fee may be increased or decreased at any time, in the discretion of the Association.

13.2 Approval by the Association. The approval of the Association that is required for the transfer of ownership or lease of Lots shall be

obtained in the following manner:

- 13.2.1 Gift, Devise or Inheritance, Other Transfers. An Owner who has obtained title by gift, devise or inheritance, or by any other manner not previously mentioned, shall give the Association notice in writing of the acquisition of title, together with such information concerning the Owner as the Association may reasonably require, and a certified copy of the instrument evidencing such Owner's interest.

13.3 Certificates of Approval shall be given in the following manner:

- 13.3.1 Sale or Lease. If the proposed transaction is a sale or lease then, within sixty (60) days after receipt of the required notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the Board of Directors shall cause a certificate of approval to be executed by any officer of the Association or by its agent or employee.

- 13.3.2 Gift, Devise or Inheritance, Other Transfers. If the owner giving notice has acquired title by gift, devise or inheritance, or in any other manner then, within sixty (60) days after receipt of the required notice and information, the Association must either approve or disapprove the continuance of the ownership of the Lot. If approved, the Board of Directors shall cause a certificate of approval to be executed by any officer of the Association.

13.4. Disapproval by Association. If the Association disapproves a transfer of ownership of a Lot, the matter shall be disposed of in the following manner:

- 13.4.1 Sale. If the proposed transaction is a sale, then within sixty (60) days after receipt of the required notice and information, the Association shall deliver by certified mail to the Owner an agreement to purchase the Lot concerned by a purchaser approved by the Association and to whom the Lot Owner must sell the Lot in accordance with the terms stated in the disapproved contract to sell. A judgment of specific performance of the sale may be entered in any court of competent jurisdiction.

- 13.4.2 Lease. If the proposed transaction is a lease and if the notice of lease given by the Lot Owner shall so demand, then within sixty (60) days after receipt of such notice and information, the Association shall deliver by certified mail to the Lot Owner a written statement of the reasons for disapproval of the proposed transaction.

- 13.4.3 Gifts Devise or Inheritance; Other Transfer. if the Lot Owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within sixty (60) days after receipt from the Lot Owner of the notice and information required to be furnished, the Association shall deliver by certified mail to the Lot Owner an agreement to purchase the Lot concerned by a purchaser approved by the Association and to whom the Lot Owner must convey the Lot upon the following terms:

13.4.3.1 The sale price shall be the fair market value determined by agreement between seller and purchaser within thirty (30) days from the delivery of the agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with

the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon the average-of their appraisals of the Lot, and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be shared equally by seller and purchaser.

13.4.3.2 The purchase price shall be paid in cash.

13.4.3.3 The sale shall be closed within ten (10) days following the determination of the sale price.

13.4.4 Constructive Approval. If the Association shall fail to provide a purchaser a Lot as required hereinabove, or if a purchaser furnished by the Association shall default in his agreement to purchase the Lot, notwithstanding the disapproval, the proposed transaction or ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval which shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the Lot Owner.

13.4.5 Mortgage. No Owner may mortgage his Lot or any interest in it without the approval of the Association, except to a Mortgagee. The approval of any other mortgage shall be upon such conditions as shall be determined by the Association, in its sole discretion.

13.5 Transfer Void. Any sale, lease, gift, devise, other transfer, or mortgage not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

13.6 Exceptions. The foregoing provisions of this Article shall not apply to any sale, lease, gift, devise, other transfer to a Mortgagee that acquires title as the result of owning a mortgage upon the Lot concerned, and this shall be so, whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure or any proceeding or deed in lieu of foreclosure; nor shall such provisions apply to a transfer, sale, or lease by a Mortgagee that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires title to a Lot at a duly advertised public sale with open bidding provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale, or tax sale; nor shall such provisions apply to any transfer by the Developer.

ARTICLE 14

INDEMNIFICATION OF DIRECTORS, OFFICERS AND COMMITTEE MEMBERS

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

ARTICLE 15

GENERAL PROVISIONS.

15.1 Amendment. This Declaration may be amended from time to time by recording among the Public Records of the County any instrument executed by the President and attested to by the Secretary of the Association, indicating (if required pursuant to the terms hereof) that a meeting called for purposes of amendment was held, and that the requisite number of Members formally approved the amendment, subject, however, to the following provisions:

15.2.1 Except as provided hereinbelow, an amendment initiated by any party must obtain the approval of at least 66 and 2/3rds percent (66 2/3%) of the votes of Members.

15.2.2 No amendment, alteration or modification of this Declaration may be made which affects the rights or privileges of any Current Mortgagee, nor may this Declaration be rescinded, without the express prior written consent of all Current Mortgagees so affected, and any attempt to amend, alter, modify or rescind this Declaration contrary to this provision shall be of no force or effect.

15.2.5 In addition to other government approvals which may be required, any amendment to this Declaration which would affect the surface water management system, including the water management portions of the Common Property, must have the prior approval of the South Florida Water Management District.

15.2.6 No portion of any plat of the Property containing open space may be vacated in whole or in part unless the entire plat is vacated; provided, however, that portions of a plat containing open space may be vacated if the effect of such vacation would not reduce the total open space within the Property below the requirements of Section 500-21 of the County Zoning code.

15.2.7 Any duly adopted amendment to this Declaration shall run with and bind the Property for the same period and to the same extent as do the covenants and restrictions set forth herein.

15.3 Duration. All of the covenants, restrictions and other provisions of this Declaration shall run with and bind the Property for a term of fifty (50) years from the date of recordation of this Declaration after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument executed by at least sixty-six 2/3 percent of the votes of the members then existing and by all mortgagees, has been recorded agreeing to change or terminate these covenants and restrictions.

15.4 Covenants Running with the Property. The agreements, covenants, conditions, restrictions, Assessments, liens and other provisions contained herein shall constitute a servitude upon the Property and each portion thereof, shall run with the Property, shall be binding upon the Owners of any portion thereof, and shall inure to the benefit of the Association and the Owners of Lots within the Property.

15.5 Enforcement. Enforcement of the covenants, restrictions, conditions, obligations, reservations, rights, powers, Assessments, liens and other provisions contained herein shall be by a proceeding at law or in equity against any persons or entities violating or attempting to violate same and against the Property subject hereto to enforce any lien

created by this Declaration. In the event that the Association fails to enforce the terms of this Declaration then any Member may do so. The failure or refusal of the Association or any Member to enforce any of the provisions of this Declaration shall in no event be deemed to constitute a waiver of the right to do so thereafter.

15.6 Notices. Any notice required to be sent to any owner under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage paid, to the last known address of the person who appears as an owner on the records of the Association as of the time of such mailing. Notices to Mortgagees shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of the Mortgagee on the records of the Association at the time of such mailing. Each Owner shall notify the Association of all mortgages encumbering a Lot and any transfer thereof, the amount of such mortgages, and the recording information for the mortgages. The holder of a mortgage encumbering a Lot may notify the Association of the existence of such mortgage, and upon receipt of that notice, the Association shall register in its records all pertinent information pertaining to the mortgage. The Association shall not be liable to any party for failure to obtain from any Owner information regarding a mortgage encumbering a Lot or for failure to provide any party with notice of such information.

15.7 Notice to Mortgagees. Upon written request to the Association, identifying the name and address of the Mortgagee, insurer or guarantor and the Lot number or address, any Mortgagee, insurer or guarantor shall be entitled to receive timely written notice of the following:

- 15.7.1 Any condemnation or casualty loss that affects either a material portion of the Property or the Lots securing its mortgage;
- 15.7.2 Any sixty (60)-day delinquency in the payment of Assessments or charges owed by the Owner of any Lot on which the Mortgagee holds a mortgage;
- 15.7.3 A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and
- 15.7.4 Any proposed action that requires the consent of a specified percentage of Mortgagees.

15.8 Rights of Owners and Mortgagees. Current copies of the Declaration, Articles of Incorporation, By-Laws, rules and other books, records, legal documents and financial statements of the Association shall be open to inspection, upon request, by Owners and all Mortgagees, insurers and guarantors of any first mortgage, on a Lot, and their authorized representatives during normal business hours or under other reasonable circumstances.

15.9 Additional Restrictions. In addition to this Declaration, the Property shall be subject to the additional covenants, restrictions, reservations, assessments, liens and other terms and provisions set forth in the Master Declaration and the Articles of Incorporation and By-Laws of the Master Association and the Rules and Regulations adopted by the Master Association, as the same may be amended from time to time.

15.10 Superiority of Mortgages Held by Current Mortgagees. The lien of all mortgages held by Current Mortgagees shall be superior to the interests of the Association, the Members, Owners and contract purchasers, with respect to any portion of the Property which has not been released from the lien of such mortgages held by Current Mortgagees.

15.11 Gender and Number. The use of the singular herein shall include the plural, and the use of any gender shall include all genders.

15.12 Severability. Invalidation of any one of the covenants or restrictions contained herein by judgment or court order shall in no way affect any other provision hereof, which shall remain in full force and effect.

15.13 Effective Date. This Declaration shall become effective upon its recordation in the Public Records of the County.

IN WITNESS WHEREOF, Muirhead at Aberdeen Homeowners Association has caused this Declaration to be executed the day and year first above written.

Signed, sealed and delivered
In the presence of:

Muirhead Estates at Aberdeen Homeowners Association

By: *Alan Pinkwasser*
PR-55

STATE OF

Florida
COUNTY OF *Palm Beach* ss.:

The foregoing instrument was acknowledged before me this *Sept 15* day of 200*6* by *ALAN PINKWASSER* President of Muirhead Estates at Aberdeen Homeowners Association.

Notary Public
My Commission Expires:

Alan Pinkwasser
(Notarial Seal)

NOTARY PUBLIC-STATE OF FLORIDA
Alan Pinkwasser
Commission #DD560145
Expires: JULY 21, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

NOTARY PUBLIC-STATE OF FLORIDA
Alan Pinkwasser
Commission #DD560145
Expires: JULY 21, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

EXHIBIT A.

MUIRHEAD-ESTATES AT ABERDEEN

LEGAL DESCRIPTION

All of the Plat of ABERDEEN PLAT NO. 8, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, as recorded in Plat Book No. at Pages through, inclusive.

RECORD VERIFIED
PALM BEACH COUNTY
CLERK CIRCUIT COURT

ARTICLES OF INCORPORATION

OF

MUIRHEAD ESTATES AT ABERDEEN

HOMEOWNERS ASSOCIATION, INC.,

(A corporation not for profit)

The undersigned hereby executes these Articles of Incorporation for the purpose of forming a corporation not for profit under Chapter 617 (Part 1) (1985) of the Florida Statutes (the "Florida Not For Profit Corporation Act") and certifies as follows:

ARTICLE I

NAME

The name of the corporation shall be MUIRHEAD ESTATES AT ABERDEEN HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association" and its duration shall be perpetual.

ARTICLE II

PURPOSE

The purpose for which the Association is organized is to engage as a non-profit organization in protecting the value of the property of the Members of the Association, to exercise all the powers and privileges and to perform all of the duties and obligations of the Association as defined and set forth in that certain Declaration of Covenants and Restrictions for Muirhead Estates at Aberdeen (the "Declaration") to be recorded in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, including the establishment and enforcement of payment of charges and Assessments contained therein, and to engage in such other lawful activities as may be to the mutual benefit of the Members and their property. All terms used herein which are defined in the Declaration shall have, the same meaning herein as therein.

ARTICLE III

POWERS

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

Section 1. Common Law and Statutory Powers. The Association shall have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles and the Declaration.

Section 2. Necessary Powers. The Association shall have all of the powers reasonably necessary to implement its purpose, including, but not limited to, the following:

- A. To operate and manage the Common Property in accordance with the purpose and intent contained in the Declaration;
- B. To make and collect Assessments against Members to defray the Common Expenses;

C. To use the proceeds of Assessments in the exercise of its powers and duties;

D. To maintain, repair, replace and operate the Common Property

E. To reconstruct improvements upon the Property after casualty and to further improve the Property;

F. To make and amend By-Laws for the Association and regulations respecting the use of the Property;

G. To pay all taxes and other assessments which are liens against the Common Property.

H. To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws and the Rules and Regulations for the use of the Property;

I. To establish and maintain a reserve fund, in accordance with the provisions of the Declaration.

J. To bring suit and to litigate on behalf of the Association, the Members and the Owners; provided, however, that except as specifically set forth in this Paragraph J, the Association shall not have the power to bring suit or to litigate on behalf of the Association, the Members or the owners without the express prior written consent of at least seventy-five percent (75%) of the Owners. The foregoing restriction shall not apply to suits or litigations brought on behalf of the Association in order to collect assessments, enforce liens, bring injunctive action or to otherwise enforce the Declaration, the Articles of Incorporation, the By-Laws, or the Rules and Regulations promulgated by the Association nor shall this restriction apply to the Association's defense of any suits or litigation brought against the Association.

K. To provide for management and maintenance and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of Assessments, preparation of records, enforcement of rules and maintenance of the Common Property and the enforcement of the terms and provisions of the Declaration. The Association shall, however, retain at all times the powers and duties granted it by common law, Florida Statutes and local ordinances including, but not limited to, the making of Assessments, the promulgation of rules, and the execution of contracts on behalf of the Association.

L. To possess, enjoy and exercise all powers necessary to implement, enforce, and carry into effect the powers above described, including the power to acquire, hold, convey, and deal in real and personal property.

Section 3. Funds and Title to Properties. All funds and title to all properties acquired by the Association and the proceeds thereof shall be held only for the benefit of the Members in accordance with the provisions of the Declaration. No part of the income, if any, of the Association shall be distributed to the Members, directors, or officers of the Association.

Section 4. Limitations. The powers of the Association shall be subject to and be exercised in accordance with the provisions of the Declaration.

ARTICLE IV

MEMBERSHIP

Qualification for, and admission to, membership in the Association shall be regulated by the Declaration and the By-Laws of the Association.

ARTICLE V

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than nine (9) directors. The following persons shall constitute the current Board of Directors:

Name	Address
------	---------

ARTICLE VI
OFFICERS

Officers shall be elected by the Board of Directors at the annual meetings of the Directors, as provided in the By-Laws. The officers shall consist of d President, Vice President, Secretary, Treasurer and Representative to Master Association. The following persons shall serve as officers until the next election:

Name	Title
------	-------

ARTICLE VII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and Officer of the Association shall be indemnified by the Association as provided in the Declaration.

ARTICLE VIII

INCORPORATOR

The name and address of the incorporator of the Association is:

Name	Address
------	---------

ARTICLE IX

BY-LAWS

The By-Laws of the Association may be adopted, amended, altered or rescinded as provided therein; provided, however, that at no time shall the By-Laws conflict with these Articles of Incorporation or the Declaration, and provided further that no amendment, alteration or rescission may be made which affects the rights or privileges of any Current Mortgagee, without the express prior written consent of the Current Mortgagee so affected. Any attempt to amend, alter or rescind contrary to these prohibitions shall be of no force or effect.

ARTICLE X

AMENDMENTS

These Articles of Incorporation of the Association may be amended, altered or rescinded as provided in the Florida Not For Profit Corporation Act, provided however, that no such amendments shall conflict with the terms of the Declaration and provided further that no amendment, alteration or rescission may be made which affects the rights or privileges of any Current Mortgagee, without the express prior written consent of the Current Mortgagee so affected. Any attempt to amend, alter or rescind contrary to these prohibitions shall be of no force or effect.

ARTICLE XI

REGISTERED AGENT AND REGISTERED OFFICE

The name of the present registered agent shall be . The Association shall have the right to designate subsequent registered agents without amending these Articles of Incorporation.

IN WITNESS WHEREOF, the incorporator has executed these Articles of Incorporation at Palm Beach County, Florida, this _____ day of _____

signed, sealed and delivered in the presence of:

[Handwritten Signature]

PRES

ss.

COUNTY OF PALM BEACH

STATE OF FLORIDA

The foregoing Articles of Incorporation were acknowledged

before me this 15 day of Sept 2000 by Myron Kline

(NOTARY SEAL)

state of Florida at Large

My Commission Expires:

NOTARY PUBLIC-STATE OF FLORIDA
Alan Pinkwasser
Commission # DD560145
Expires: JULY 21, 2010
BONDED THROUGH ATLANTIC BONDING CO., INC.

ACCEPTANCE BY REGISTERED AGENT- --

Having been named to accept service of process for the above named corporation at the place designated in these Articles of Incorporation, I hereby agree to act in this capacity, and agree to comply with the provision of Chapter 48.091, Florida Statutes, relative to keeping said office open for service of process.

Registered Agent

[Handwritten Signature]

BY-LAWS

OF

MUIRHEAD ESTATES AT ABERDEEN

HOMEOWNERS ASSOCIATION, INC.

A Not-for-Profit Corporation Under
the Laws of the State of Florida

ARTICLE I

IDENTITY

Section 1. The name of this corporation is MUIRHEAD ESTATES AT ABERDEEN HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Corporation" or "Association".

Section 2.. The principal office of the Association shall be the home of the president of the Association.

Section 3. The seal of the Association shall bear the name of the Association, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation, an impression of which is as follows:

Section 4. All terms used herein which are defined in that certain Declaration of Covenants and Restrictions for Muirhead Estates at Aberdeen, as it may be amended from time to time (the "Declaration"), shall have the same meaning herein as therein.

ARTICLE II

PURPOSES

This Association is organized to serve as the instrumentality of Owners in the Property for the purpose of controlling and regulating use of the amenities therein; of promoting, assisting, and providing adequate and proper maintenance of the Property for the benefit of all owners therein; the maintenance of the land and facilities; to exercise all powers and discharge all responsibilities granted to it as a corporation under the laws of the State of Florida, its Articles of Incorporation, these By-Laws, and the Declaration; to acquire, hold, convey and otherwise deal with real and/or personal property in the Association's capacity as a homeowners association; and to otherwise engage in such additional lawful activities for the benefit, use, convenience and enjoyment of its Members as it may deem proper.

ARTICLE III

DIRECTORS AND OFFICERS

Section 1. Directors

A. The affairs of the Association shall be managed by a Board of Directors which shall consist of not less than three (3), nor more than nine (9) members. The initial Board shall consist of the individuals named in the Articles of Incorporation of the Association.

B. The Directors shall be elected at the annual meeting by the members, one vote per house

C C. Directors shall be elected as follows:

1. Notice of the annual meeting and election of the Board of Directors shall be given to all members at least thirty (30) days and no more than sixty (60) days before such meeting date, and shall request resumes, or written description or qualifications from anyone desiring to stand for election. All those responding within thirty (30) days of the meeting will be listed on an election ballot. Other nominations may be made from the floor at the meeting.
2. Election and voting shall be done by secret ballot at the annual meeting.
3. The Directors shall be elected for two (2) year terms.

D. There shall be no cumulative voting.

E. The organizational meeting of the newly elected Board of Directors shall be held within thirty (30) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

F. No director shall receive or be entitled to any compensation for his services as director, but shall be entitled to reimbursement for all expenses incurred by him as such, if incurred upon the authorization of the Board.

G. All Directors and Officers must be members of the Association.

1. Any Director who has served as president shall serve as an ex-official member of the Board of Directors for one (1) year after he or she ceases serving as a Director.

Section 2. Officers. The executive officers of the Association shall be: President, Vice President, Secretary and Treasurer, Representative to the Master Association, and such other officers as the Board of Directors may appoint. The officers named in the Articles of Incorporation shall serve replaced by Developer or until the first regular meeting of the Board of Directors, whichever shall occur first. officers elected at the first meeting of the Board shall hold office until the next annual meeting of the directors, or until their successors shall have been appointed and shall qualify.

Section 3. Resignation, Vacancy, Removal.

- A. Resignation: Any director or officer of the Association may resign at any time, by instrument in writing. Resignations shall take effect at the time specified therein, and if no time is specified, resignations shall take effect at the time of receipt by the President or Secretary of the Association. The acceptance of a resignation shall not be necessary to make it effective.
- B. Director Vacancy: The Board of Directors shall fill any vacancy until the next annual meeting. That Director Position shall then be elected for the unexpired term or, if the term expires, for the next two (2) year term.

C. Officer Vacancy: When a vacancy occurs in office for any reason, the office shall be filled by the Board of Directors at the next scheduled Board meeting or **within thirty** (30) days if sooner.

E. Removal: Any officer may be removed with or without cause by a majority vote of the full Board of Directors at a meeting of Directors called at least in part for the purpose of considering such removal. Any officer or director may be removed with or without cause, and for any reason, upon a petition in writing by a majority of the Members of the Association approved at a meeting of Members called at least-in part for this purpose, by a two-thirds (2/3) vote of the membership; provided, however, that removal by a vote of the membership shall not apply so long as Developer has the right to appoint all members of the Board of Directors. The petition calling for the removal of such officer or director shall set forth a time and place for the meeting of Members, and notice shall be given to all Members of such special meeting of the Members at least ten (10) days prior to such meeting in the manner provided in these By-Laws for the giving of notices of special meetings. At any such meeting, the officer or director whose removal is sought shall be given the opportunity to be heard.

Section 4. Indemnification of Directors and Officers. Every Director and Officer of the Association shall be indemnified by the Association against liability and expenses which he may incur by reason of his being or having been a Director or officer of the Association in accordance with the terms of the Articles of Incorporation of the Association (hereinafter referred to as the "Articles of Incorporation"), and the Declaration.

ARTICLE IV

POWERS AND DUTIES OF THE ASSOCIATION AND THE EXERCISE THEREOF

The Association shall have all powers granted to it by common law, Florida Statutes, the Declaration, the Articles of Incorporation, and these By-Laws, all of which shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted in the Declaration, these By-Laws or by law; the powers of the Association shall include, but not be limited to, the following:

1. All of the powers specifically provided for in the Declaration and in the Articles of Incorporation.
2. The power to levy and collect Assessments against Lots, as provided for in the Declaration.
3. The power to expend monies collected for the purpose of paying the Common Expenses of the Association.
4. The power to purchase equipment, supplies and material required for the maintenance, repair, replacement, operation and management of the Common Property, the Gatehouse and the Lake Easements.
5. The power to insure and keep insured the buildings and Improvements of the Association and other Improvements within the Property, as provided in the Declaration.
6. The power to employ the personnel required for the operation of the Association, the Common Property, the and the Lake Easements.
7. The power to pay utility bills for utilities serving the Common Property.
8. The power to contract for the management of the Association

and to delegate to its contractor as manager, all of the powers and duties of the Association, except those matters which must be approved by Members.

9. The power to make reasonable rules and regulations and to amend them from time to time.

10. The power to improve the Common Property, subject to the limitations of the Declaration.

11. The power to enforce by any legal means the provisions of the Articles of Incorporation, the By-Laws, the Declaration and the rules and regulations promulgated by the Association.

12. The power to collect delinquent Assessments by suit or otherwise, and to abate nuisances and enjoin or seek damages from Owners for violation of the provisions of the Declaration, the Articles of Incorporation, these By-Laws or the Rules and Regulations.

13. The power to pay all taxes and assessments which are liens against the Common Property.

14. The power to control and regulate the use of the Common Property by the Owners, and to promote and assist adequate and proper maintenance of that property.

15. The power to borrow money and the power to select depositories for the Association's funds, and to determine the manner of receiving, depositing, and disbursing those funds and the form of check and the person or persons by whom the same shall be signed, when not signed as otherwise provided by these By-Laws.

16. The power to acquire real and personal property for the benefit and use of its Members and to dispose of the property in accordance with the Declaration and the Articles of Incorporation.

17. The power to enter into a long term contract with any person, firm, corporation or real estate management agent of any nature or kind, to provide for the maintenance, operation, repair and upkeep of the Common Property, and the Lake Easements. The contract may provide that the total operation of the managing agent, firm or corporation shall be at the cost of the Association as a Common Expense. The contract may further provide that the managing agent shall be paid from time to time a reasonable fee either stated as a fixed fee or as a percentage of the total costs of maintenance, operation, repair and upkeep or of the total funds of the Association handled and managed by the managing agent. Such fee, if any, shall be another of the management function costs to be borne by the Association, as a Common Expense, unless the contract provides to the contrary. Notwithstanding the foregoing, any Current Mortgage which acquires title to all or any portion of the Property by foreclosure or proceedings or deed in lieu of foreclosure shall have the right to terminate any such contract upon thirty (30) days prior written notice.

18. The power to establish additional officers and/or directors of this Association and to appoint all officers, except as otherwise provided herein.

19. The power to appoint such committees as the Board of Directors may deem appropriate.

20. The power to establish and maintain a reserve fund, in accordance with the provisions of the Declaration.

21. The power to deal with the Master Association on all matters which affect the Property, the Members, the owners, or the Association.

22. The power to bring suit and to litigate on behalf of the Association, the Members and the Owners; provided, however, that except as specifically set forth in this Paragraph 22, the Association shall not have the power to bring suit or to litigate on behalf of the Association, the Members or the Owners without the express prior written consent of at least two-thirds of the members voting approve and 50% of the total membership must be voting. The foregoing restriction shall not apply to suits or litigation brought on behalf of the Association in order to collect assessments, enforce liens, bring injunctive action or otherwise enforce the Articles of Incorporation, the By-Laws, the Declaration or the Rules and Regulations promulgated by the Association nor shall this restriction apply to the Association's defense of any suits or litigation brought against the Association.

23. The power to appoint an individual to represent the Association on the board of directors of the Master Association and to replace such individual.

24. The power to possess, employ and exercise all powers necessary to implement, enforce and carry into effect the powers above described, including the power to acquire, hold, convey and deal in real and personal property.

ARTICLE V

DUTIES OF OFFICERS

Section 1. President. The President shall be the chief executive officer of the Association and shall:

A. Act as presiding officer at all meetings of Members of the Association and of the Board of Directors.

B. Call special meetings of the Board of Directors.

C. Sign, with the Secretary or Treasurer if the Board of Directors so requires, all checks, contracts, promissory notes, leases, deeds and other instruments on behalf of the Association, except those which the Board of Directors specifies may be signed by other persons.

D. Perform all acts and duties usually required of a chief executive to insure that all orders and resolutions of the Board of Directors are carried out.

E. Act as ex-officio member of all committees, and render an annual report at the annual meeting of Members.

Section.2. Vice President. The Vice President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. The Vice President also shall assist the President generally, and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

Section 3. Secretary. The Secretary shall have the following duties and responsibilities:

A. Attend all regular and special meetings of the Members of the Association and of the Board of Directors and keep all records and minutes of proceedings thereof or cause the same to be done.

B. Have custody of the corporate seal and affix the same when necessary or required.

C. Attend to all correspondence on behalf of the Board of Directors, prepare and serve notice of meetings, keep membership books, and receive all applications for membership.

D. Perform such other duties as the Board of Directors may determine and on all occasions in the execution of his duties, act under the superintendence, control and direction of the Board of Directors.

E. Have custody of the minute book of the meetings of the Board of Directors and Members, and act as transfer agent of the corporate books.

Section 4. Treasurer. The Treasurer shall:

A. Attend all meetings of the membership and of the Board of Directors.

B. Receive such monies as shall be paid into his hands for the account of the Association and disburse funds as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and be custodian of all securities, contracts, leases and other important documents of the Association which he shall keep safely deposited.

C. Supervise the keeping of accounts of all financial transactions of the Association in books belonging to the Association, and deliver such books to his successor. He shall prepare and distribute to all of the members of the Board of Directors prior to each annual meeting, and whenever else required, a summary of the financial transactions and condition of the Association from the preceding year. He shall make a full and accurate report on matters and business pertaining to his office to the Members at the annual meeting, and make all reports required by law. He shall prepare the annual budget, and present it to the Board of Directors for its consideration.

D. The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Association as a Common Expense. In the event the Association enters into a management agreement, it shall be proper to delegate such of the Treasurer's functions to the management agent as is deemed appropriate by the Board of Directors.

Section 5. Representative To The Estates Boulevard Association. The Representative to the Master Association shall:

A. Attend all meetings of the membership and of the Board of Directors.

B. Represent the Association on the Board Of Directors of the Master Association and exercise the votes of the Association in the Master Association pursuant to the Master Declaration and the By-Laws of the Master Association. Such representation and exercise of votes shall be as expressly directed by the Board of Directors of the Association.

ARTICLE VI

MEMBERSHIP AND VOTING

Section 1. Qualification for Membership. The qualification for membership, and the manner of admission to membership and termination of such membership, shall be as follows: A person or entity shall automatically become a Member of the Association upon acquisition of fee simple title to any Lot, by filing a deed therefor in the public records of Palm Beach County, Florida. Membership shall continue until such time as the Member transfers or conveys his interest of record or the interest is transferred or conveyed by operation of law, at which time membership, with respect to the Lot conveyed, shall automatically be conferred upon the transferee. Membership shall be appurtenant to, and may not be separated from, ownership of property subject to the Declaration. No person or entity holding an interest of any type or nature whatsoever in a Lot only as security for the performance of an obligation, shall be a

member of the Association.

Section 2. Voting The Association shall have one class of voting membership. Members shall be all Owners. Members shall be entitled to one vote for each Lot in which they hold the interest required for membership. Votes may be exercised or cast by a Member in person or by proxy. Proxies may be filed with the Secretary of the Association prior to the meeting. A proxy shall be valid and entitle the holder thereof to vote until the Secretary shall have received a written revocation of such proxy executed by the grantor of such proxy, or until the death or legal incompetence of the grantor. When more than one (1) person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves shall determine, but in no event shall more than one (1) vote be cast with respect to any such Lot. With respect to each Lot owned by other than a natural person or persons, the Owner shall file with the Secretary of the Association a notice designating the name of an individual who shall be authorized to cast the vote of such Owner. In the absence of such designation, the owner shall not be entitled to vote on any matters coming before the membership, nor shall the presence of such Owner at a meeting be considered in determining whether the quorum requirement has been met. If a Lot shall be owned by husband and wife as tenants by the entirety, no certificate need be filed with the Secretary naming the person authorized to cast votes for said Lot, and either spouse, but not both, may vote in person or by proxy and be considered in determining whether the quorum requirement has been met at any meeting of the members, unless prior to such meeting, either spouse has notified the Secretary in writing that there is a disagreement as to who shall represent the Lot at the meeting, in which case the certificate requirements set forth above shall apply.

ARTICLE VII

MEETINGS

Meetings of Members.

A. Place of Meetings: All meetings of the Association shall be held at the office of the Association, or may be held at such time and place in Palm Beach County, Florida, as shall be stated in the notice thereof.

B. Annual Meetings: Annual Members' meetings shall be held upon a date appointed by the Board of Directors, in each calendar year subsequent to relinquishment of control of the Association by Developer. No meeting shall be held on a legal holiday. The meeting shall be held at such time as the Directors shall appoint from time to time. The purpose of such meeting shall be the election of directors and the transaction of other business authorized to be transacted by Members. The order of business shall be as determined by the Board of Directors.

C. Special Meetings: Special Meetings shall be held whenever called by the President or by a majority of the Board of Directors and must be called by the Secretary, upon receipt of a written request from Members of the Association holding a majority of the total votes of the membership. Business transacted at all special meetings shall be confined to the objects and action to be taken as stated in the notice of the meeting.

D. Quorum: A quorum for the transaction of business at the annual meeting or any special meeting shall consist of a majority of the total votes of the membership, being present either in person or by proxy, but the Members present at any

meeting although less than a quorum, may adjourn the meeting to a future date.

E. Voting Required to Make Decisions: When a quorum is present at any meeting, the vote of a majority of the Members' votes present in person or by proxy shall decide any question brought before the meeting, unless the Declaration, the Articles of Incorporation, these By-Laws or any applicable statute provides otherwise.

Section 2. Directors' Meetings.

A. Annual Meeting: The annual meeting of the Board of Directors shall be held immediately following the adjournment of the annual meeting of Members. The Board of Directors may establish a schedule of regular meetings to be held at such place as the directors may designate. Regular meetings may be held without notice.

B. Emergency meetings: Special meetings of the Board of Directors may be called by the President, upon notice to all directors to be delivered by telephone, mail or in person.

Special meetings may also be called on written request of two (2) directors. All notices of special meetings shall state the purpose, time and place of the meeting.

C. Quorum: At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of a majority of the directors present at such meeting at which a quorum is present, shall be the acts of the Board of Directors except where approval by a greater number is required by the Declaration, the Articles of Incorporation or these By-Laws. At any meeting at which a quorum is not present, the presiding officer may adjourn the meeting from time to time, and at any such adjourned meeting, any business which might have been transacted at the meeting as originally called, may be transacted without further notice.

D. Written Action: Any action required to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing setting forth the action so to be taken, signed by all of the Directors, is filed in the minutes of the proceedings of the Board. Such consent shall have the same effect as a unanimous vote.

E. Presiding officer: In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

F. Telephone Meeting: Any regular or special meeting of the Board of Directors may be held by telephone conference, at which each participating member can hear and be heard by all other participating members.

G. Order of Business: The order of business at Director's meetings shall be as determined by the Board of Directors.

ARTICLE VIII

NOTICE OF MEMBERS MEETINGS

Section 1. Annual Meeting. Written notice of the annual meeting of Members shall be served upon or mailed to each Member entitled to notice, at least thirty (30) days, and no more than sixty (60) days, prior to the meeting. Such notice shall be hand delivered or mailed to each Member at its address as it appears on the books of the Association. Proof of such mailing may be given by the affidavit of the person giving the notice.

Section 2. Special Meeting. Written notice of a special meeting of Members stating the time, place and object of such meeting shall be served

upon or mailed to each Member at least two (2) days, and no more than sixty (60) days, prior to such meeting.

Section 3. Waiver. Nothing herein is to be construed to prevent Members from waiving notice of meetings or acting by written agreement without meetings.

Section 4. Mortgagees. All Mortgagees, including the current mortgagee, shall be entitled to receive financial statements for the Association, upon written request therefor to the Association.

ARTICLE IX

PROCEDURE

Robert's Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and By-Laws of the Association or with the Statutes of the State of Florida.

ARTICLE X

ASSESSMENTS AND MANNER OF COLLECTION

The Board of Directors shall have the power to levy and enforce Assessments against Lots and Owners, as set forth in the Declaration.

ARTICLE XI

FISCAL MANAGEMENT

Section 1. Fiscal Year. The fiscal year of the Association shall be the calendar year; provided, however, that the Board of Directors is authorized to change to a different fiscal year at such time as the Board deems it advisable.

Section 2. Depositories. The funds of the Association shall be deposited in such accounts in Palm Beach County, Florida, as may be selected by the Board of Directors, including checking and savings accounts in one (1) or more banks and/or savings and loan associations, Certificates of Deposit, U.S. Treasury Bills and money market accounts with an investment firm or firms, all in accordance with resolutions approved by the Board of Directors. Association funds shall be withdrawn only over the signature of the President or such other persons as the Board may authorize. The Board may require more than one (1) signature on checks and bank drafts. The funds shall be used only for corporate purposes.

Section 3. Reserve Accounts. The Association shall establish and maintain an adequate reserve account for the periodic maintenance, repair and replacement of Improvements to the Common Property and asphalt resurfacing of the Common Property. Payments to the reserve account and other incidental expenses incurred by the Association in administering and . . . parrying out any of the provisions of this Section 3 shall be a Common Expense.

Section 4. Fidelity Bonds. The Association shall purchase blanket fidelity bonds for all officers and employees of the Association and for any management agent, who controls or disburses funds of the Association and any contractor handling or responsible for Association funds. The following provisions shall govern the Association's purchase of the bonds.

- a) Each fidelity bond purchased by the Association shall name the Association as an obligee of the bond.
- b) The premiums for such bonds shall be paid by the Association

as a Common Expense.

c) The fidelity bonds shall cover the maximum funds that will be in the custody of an officer or employee of the Association, or a management agent, at any time while the bonds are in force. Additionally, coverage of the fidelity bonds must be no less than the sum of three (3) months Assessments on all the Lots, plus the funds in the Association's reserve account.

d) Each bond shall include a provision requiring ten (10) days written notice to the Association or the Association's insurance trustee before the bond can be cancelled or substantially modified for any reason.

Section 5. Records. The Association shall maintain accounting records according to good practice which shall be open to inspection by Members at reasonable times. Such records shall include a record of receipts and expenditures and accounts for each Member, which accounts shall designate the name and address of the Member, the due dates and amount of each Assessment, the amounts paid upon the account, and the balance due. A register for the names of all Mortgagees who have notified the Association of their liens, and to which lienholders the Association will give notice of default if required, shall also be maintained.

Section 6. Annual Statement. The Board of Directors shall present annually to the Members a full and clear statement of the business and condition of the Association, as prepared by an independent accountant.

Section 7. Insurance. The Association shall procure, maintain and keep in full force and effect, such insurance as may be required by the Declaration to protect the interests of the Association, the Members and the Mortgagees.

Section 8. Expenses. The receipts and expenditures of the Association may be credited and charged to accounts as the Board of Directors may determine, in accordance with good accounting practices.

Section 9. Budget. The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the Common Expenses, and to provide and maintain funds for the accounts established by the Board of Directors, in accordance with good accounting practices.

ARTICLE XII

ADMINISTRATIVE RULES AND REGULATIONS

The Board of Directors may, from time to time, adopt Rules and Regulations governing the details of the operation and use of the Association Property and the Common Property, provided that the Rules and Regulations shall be equally applicable to all Members and uniform in application and effect.

ARTICLE XIII

VIOLATIONS AND DEFAULTS

In the event of a violation of any of the provisions of the Declaration, these By-Laws, the rules and regulations adopted by the Association or the Articles of Incorporation, the Association shall have all rights and remedies provided by law, including without limitation (and such remedies shall be cumulative) the right to sue for damages, the right to impose a Special Assessment for non-compliance, as provided in the Declaration, the right to injunctive relief, and, in the event of a failure to pay Assessments or to abide by the architectural restrictions in the Declaration, the right to foreclose its lien as provided in the Declaration; and in every such proceeding, the owner at fault shall be

liable for court costs and the Association's attorneys' fees. A suit to collect unpaid Assessments may be prosecuted by the Association without waiving the lien securing such unpaid Assessments, costs and attorneys' fees.

ARTICLE XIV

AMENDMENT OF BY-LAWS

These By-Laws may be amended, altered or rescinded by a majority vote of the Board of Directors at any regular or special meeting; provided, however, that at no time shall the By-Laws conflict with the terms of the Declaration or the Articles of Incorporation. Any Member of the Association may propose an amendment to the Board, and the Board shall act upon such proposal at its next meeting. No amendment, alteration or modification of these By-Laws shall be made which affects the rights or privileges of any Current Mortgagee, nor may these By-Laws be rescinded without the express, prior written consent of all Current Mortgagees so affected. Any attempt to amend, alter, modify or rescind contrary to these prohibitions shall be of no force or effect-.

ARTICLE XV

VALIDITY

If any By-Law, rule, or regulation shall be adjudged invalid, such fact shall not affect the validity of any other By-Law, rule or regulation.

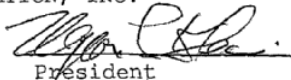
ARTICLE XVI

CONSTRUCTION

These By-Laws and the Articles of Incorporation of the Association shall be construed, in case of any ambiguity or question of clarity, to be consistent with the provisions of the declaration. In the event of any conflict between the terms of the Declaration, the Articles of Incorporation or these By-Laws, the following order of priority shall apply: The Declaration, the Articles of Incorporation and the By-Laws.

The foregoing were adopted as the By-Laws of MUIRHEAD ESTATES AT ABERDEEN HOMEOWNERS ASSOCIATION, INC., a not-for-profit corporation under the laws of the State of Florida, at the first meeting of the Board of Directors on the _____ day of _____

MUIRHEAD ESTATES AT ABERDEEN
HOMEOWNERS ASSOCIATION, INC.


President

(CORPORATE SEAL)

ATTEST:

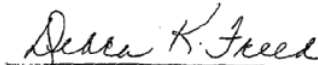

Secretary

EXHIBIT "1"

The original Declaration of Covenants and Restrictions for Muirhead Estates at Aberdeen is duly recorded in Official Records Book 5753, Page 854 of the Public Records of Palm Beach County, Florida.