

STATEMENT OF MARKETABLE TITLE ACTION

WINCHESTER COURTS HOMEOWNERS ASSOCIATION, INC. (the "Association") has taken action to ensure that the following covenants and restrictions (the "Governing Documents"):

- A. Declaration of Covenants, Conditions and Restrictions of Winchester Courts (the "Declaration"), recorded commencing at Official Records Book 3098, Page 1405, of the Public Records of Palm Beach County, Florida;
- B. Declaration of Party Facilities for Winchester Courts (the "Declaration of Party Facilities"), recorded commencing at Official Records Book 3098, Page 1422, of the Public Records of Palm Beach County, Florida;
- C. Articles of Incorporation of Winchester Courts Homeowners Association, Inc., recorded commencing at Official Records Book 3100, Page 1785, of the Public Records of Palm Beach County, Florida;
- D. By-Laws of Winchester Courts Homeowners Association, Inc., recorded commencing at Official Records Book 3100, Page 1792, of the Public Records of Palm Beach County, Florida; and
- E. Amendments recorded commencing at Official Records Book 5609, Page 205, at Official Records Book 6152, Page 699, at Official Records Book 8459, Page 1503, at Official Records Book 8476, Page 1381, at Official Records Book 9262, Page 775, at Official Records Book 10946, Page 254, at Official Records Book 19900, Page 1354, and at Official Records Book 19900, Page 1358, of the Public Records of Palm Beach County, Florida; and
- F. The following Plats (all of which shall remain subject to the above referenced recorded documents):
 - (1) Plat of Winchester Courts, recorded commencing at Plat Book 37, Page 153, of the Public Records of Palm Beach County, Florida;
 - (2) Re-Plat of Winchester Courts, recorded commencing at Plat

as may be hereafter amended from time to time, currently burdening the property of each and every member of the Association, retain their status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Palm Beach County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

Dated this 5TH day of JUNE, 2009.

By: Rose R. White
(signature)

ROSE R. WHITE
(printed name, title)

On Behalf of the Board of Directors of
Winchester Courts Homeowners
Association, Inc.

A PLAT OF

LYING IN SECTION 1, TOWNSHIP 42, SOUTH, RANGE 42 EAST, AND BEING
A RE-PLAT OF A PORTION OF RE-PLAT No. 4 AND OTHER LANDS
CITY OF PALM BEACH GARDENS
PALM BEACH COUNTY, FLORIDA

1. FAVORABLE TO LABOR LEGISLATION IN SECTIONS 1, 7, 10 AND 11 OF PLAT NO. 1 AS RECORDED IN PLAT BOOK 185 AND 137, CITY OF PALM BEACH, COUNTY OF PALM BEACH, FLORIDA.

[illegible]

COUNTY OF PALM BEACH 2.1

Each bill has at least 100 sponsors, and the House has 435 members. The Senate has 100 members, with two senators from each state. The House is elected every two years, while the Senate is elected every six years, with one-third of the Senate being elected every two years.

STATE OF FLORIDA
COUNTY OF PALM BEACH, FLA.

THE NICHOLSON COUNTY WELDING & ASSOCIATION, INC., ANNOUNCED THE MAINTENANCE SCHEDULE FOR THE FUTURE, CALLED MAINTENANCE, ASSET MAINTENANCE, MAINTENANCE AND TRAFFIC SERVICES AS WELL AS MAINTENANCE IS PROVIDED TO THE WELDING & ASSOCIATION. THE MAINTENANCE SCHEDULE IS PROVIDED TO THE WELDING & ASSOCIATION.

THE INFORMATION THEY CONTAIN IS
INTENDED FOR THE PROPERTY RECORDS
AND CANNOT BE THE PROPERTY OF THE LA

[illegible]

COUNTY OF PALM BEACH S.S.

Robert B. Coombs, PRESIDENT AND SECRETARY, AMERICAN
THE WINCHESTER SPORTS RECREATION ASSOCIATION, INC., AND
ASKING TO BE IN THE PERSONS DESIGNATED, IS AND WAS DEPOSITED
THE FOLLOWING CERTIFICATE OF DEPOSITION, AND ACKNOWLEDGED TO
AND BEFORE ME THAT THEY SIGNED SAID INSTRUMENT FOR THE
PURPOSES THEREIN EXPRESSED.

WITNESSED MY HAND AND OFFICIAL SEAL, 1918 7th DAY OF
MAY, A.D. 1918

STATE OF FLORIDA
COUNTY OF PALM BEACH
A.B.
APPROX 18 PERSONALLY APPEARED 3, 4

[illegible]

COUNTY OF PALM BEACH
TALL TALL CANYON ROAD

THAT AN INDIVIDUAL MAY BE A MEMBER OF A PARTY, AND NOT BE RESPONSIBLE FOR THE PARTY'S ACTIONS AND THAT HE MAY SUFFER BY BEING IN THE RANKS OF HIS OWN PARTY AND BEING A MEMBER OF IT. HE MAY BE A MEMBER OF A PARTY, AND NOT BE RESPONSIBLE FOR THE PARTY'S ACTIONS AND THAT HE MAY SUFFER BY BEING IN THE RANKS OF HIS OWN PARTY AND BEING A MEMBER OF IT.

STATE OF FLORIDA
COUNTY OF PALM BEACH

DATE OF ISSUE 11/19/79
BY James J. Davis
FBI - NEW HAVEN OFFICE

COUNTY OF PALM BEACH S.S.

FURTHER, DO MAKE CERTAIN THAT I HAVE OBTAINED
 THE TITLE TO THE HOUSE BECAUSE PROPERTY, STAY
 WITHIN THE TITLE TO THE PROPERTY, AND THE
 PROPERTY IS NOT BEING USED FOR ANY OTHER
 PURPOSES, AND THAT I HAVE TAKEN ALL NECESSARY
 ACTIONS AND AM TAKING ACTIONS.

Signed: *Robert B. Smith*
 Robert B. Smith
 Notary Public
 State of Texas

TWILIGHTS PAPER CO.
LIBERTY CHAMBERLAIN OF
LIBERTY, NEWBURGH & FLORIDA, INC.
414 WEST HOLLAND AVE
PO BOX OFFICE BOX 723
SUITE, FLORIDA 32016

COPIES OF THE LIT. OF THE
JAN 2 1964
JAN 2 1964
JAN 2 1964
STATE OF FLA

Social B. 2001
 MAKING A COOL
 DATE AND 7, 1075

Learning, Learning & Feedback and

Learning Experience Profiles & Surveys

at midday from Group #1 (09:00-10:00 AM) to
attend a lunch talk titled "Good and Bad"

1

3

PETS

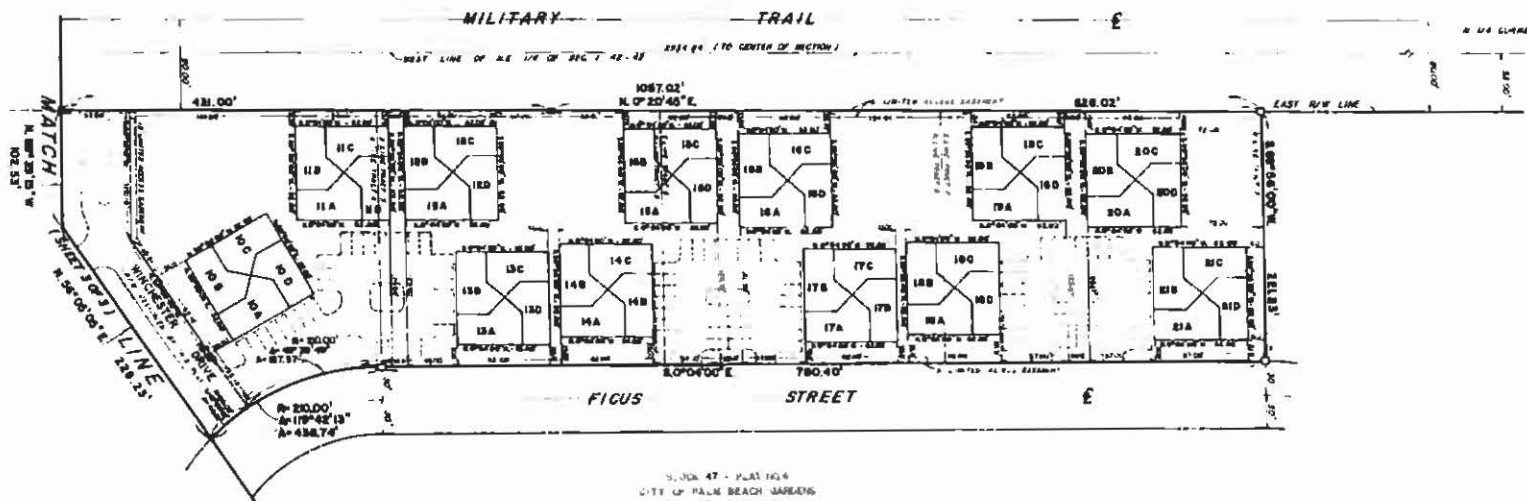
A PLAT OF WINCHESTER COURTS

154

LYING IN SECTION 1, TOWNSHIP 42, SOUTH, RANGE 42 EAST, AND BEING
A RE-PLAT OF A PORTION OF RE-PLAT No. 1 OF PLAT No. 4 AND OTHER LANDS
CITY OF PALM BEACH GARDENS
PALM BEACH COUNTY, FLORIDA



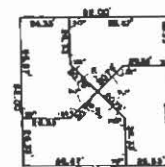
JUNE 1979



Sub. 47 - Plat No. 4
CITY OF PALM BEACH GARDENS
Pg. 27 - Pgs. 4-8

EXPLANATION:

- - DENOTES FOUND EXISTING PER T-20
- - DENOTES PERMANENT SURVEY MONUMENT (P.S.M.)
- - DENOTES PERMANENT CONTROL POINT (P.C.P.)
- - DENOTES BENCH MARK
- THE EAST RIGHT-OF-WAY LINE OF MILITARY TRAIL
- IS ADJUSTED TO BEAR S 80°10'15" W.



TYPICAL CLUSTER

1. PREPARED BY: J. J. JENSEN, JR.
2. CHECKED BY: J. J. JENSEN, JR.
3. APPROVED BY: J. J. JENSEN, JR.

2

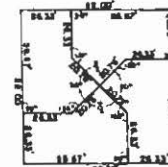
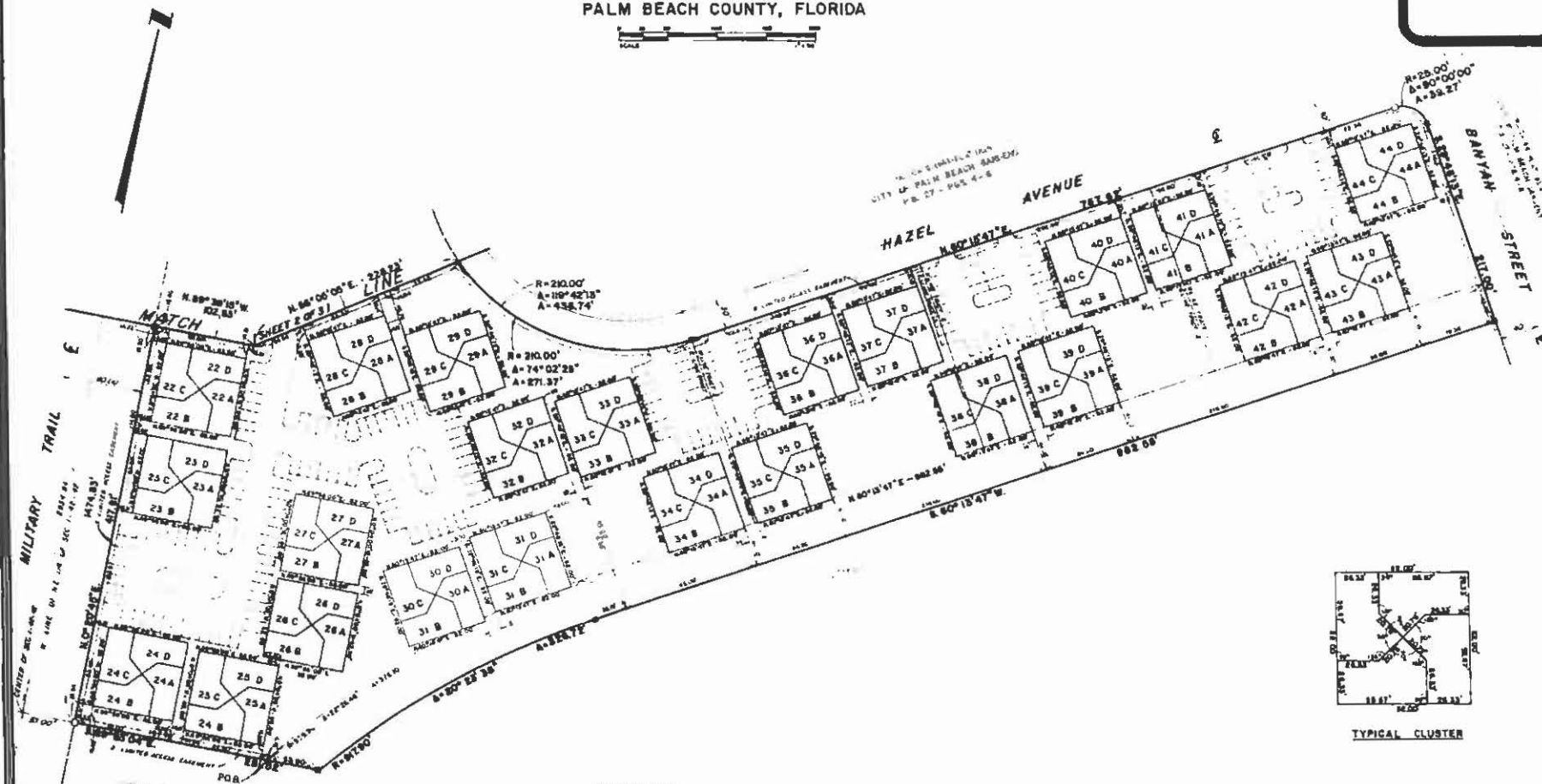
3

A PLAT OF

WINCHESTER COURTS

155

LYING IN SECTION 1, TOWNSHIP 42, SOUTH, RANGE 42 EAST, AND BEING
A RE-PLAT OF A PORTION OF RE-PLAT No. 1 OF PLAT No. 4 AND OTHER LANDS
CITY OF PALM BEACH GARDENS
PALM BEACH COUNTY, FLORIDA



TYPICAL CLUSTER

SURVEYOR'S NOTE:

NOTIFICATION:
C - DENOTES FOUND EXISTING PER 220
B - DENOTES PERMANENT MEASUREMENT MONUMENT (P.M.M.)
S - DENOTES PERMANENT CONTROL POINT (P.C.P.)
BEARING DATA:
THE CURVATURE OF THE LINE OF MILITARY TRAIL
IS ASSUMED TO BE A 60° 20' 15\"/>

LYNDAE BROS. & ASSOC., INC.
Surveyors
1000 N. U.S. 1
Palm Beach, Florida 33480
TELEPHONE 833-1111
FAX 833-1112

3

SHEET OF

3

SHEET

Prepared by and return to:
Natalie C. Chin-Lenn, Esquire
2300 Palm Beach Lakes Boulevard
Suite 308
West Palm Beach, FL 33409

CFN 20060076490
OR BK 19900 PG 1358
RECORDED 02/07/2006 13:22:42
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1358 - 1434; (77pgs)

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF
WINCHESTER COURTS HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the Declaration of WINCHESTER COURTS was recorded in
Official Record Book 3098, Page 1405, Public Records of Palm Beach County, Florida;

WHEREAS, Article VI Section 12 of the Declaration provides that the
Declaration may be amended by an instrument signed by not less than fifty one percent of
the owners in WINCHESTER COURTS;

WHEREAS, a meeting of the membership was held on January 30th, 2006, was
duly noticed and at which time there was a quorum and at which time there was at least a
majority of the entire membership who consented to amend the Declaration in the various
particulars as set forth in the attached Exhibit "1" to this certificate;

WHEREAS, At least fifty one percent of the owners written consents are attached
hereto as "Exhibit "2".

WHEREAS, the amendments and this Certificate shall be recorded in the Public
Records of Palm Beach County, Florida;

NOW THEREFORE, the Declaration of WINCHESTER COURTS is hereby
amended in the particulars as stated in Exhibit "1" attached hereto; said amendments shall
run with the real property known as WINCHESTER COURTS, and shall be binding on
all parties, having any right, title or interest in the said real property or any part thereof,
their heirs, successors and assigns, and shall inure to the benefit of each owner thereof;
and except as otherwise amended hereby, the Declaration shall remain unchanged and in
full force and effect.

CERTIFICATE OF ADOPTION OF AMENDMENTS

We hereby certify that the Amendments attached to this certificate were duly adopted as amendments to the above-referenced Declaration; and the required percentage of owners consented at a meeting with quorum present and did approve same.

DATED this 6 day of February, 2006.

WITNESSES:

Sign [Signature]
Print Stephen R. Peltro
Sign [Signature]
Print Lydia Melville

WINCHESTER COURTS
HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
PRESIDENT
Print KEITH BRYER

Current Address 4338 A. HAZEL AVE
P.B.G., FL 33410

Attest _____
SECRETARY
Print [Signature]
(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 6 day of February, 2006 by Keith Bryer President of WINCHESTER COURTS HOMEOWNERS ASSOCIATION, INC., who is personally known to me or who has produced _____ (if left blank), personal knowledge existed) as identification and who did take an oath.



Diane M. Holladay
Commission #00098871
Expires: Apr 02, 2009
Bonded Title
Atlantic Bonding Co., Inc.

NOTARY PUBLIC

Sign [Signature]
Print Diane M. Holladay
State of Florida at Large (seal)
My Commission Expires: 4/2/09

The foregoing instrument was acknowledged before me this 6 day of February, 2006 by Stephanie Mitchell Secretary of WINCHESTER COURTS HOMEOWNERS ASSOCIATION, INC., who is personally known to me or

who has produced _____ (if left blank), personal knowledge existed) as
identification and who did take an oath.



Diane M. Holladay
Commission #DD398071
Expires: Apr 02, 2009
Bonded Through
Atlantic Bonding Co., Inc.

NOTARY PUBLIC

Sign

Diane M. Holladay

Print

Diane M. Holladay

State of Florida at Large (seal)

My Commission Expires: 4/2/09

EXHIBIT "1"
**AMENDMENT TO THE DECLARATION OF COVENANTS AND
RESTRICTIONS OF WINCHESTER COURTS RECORDED IN
OFFICIAL RECORDS BOOK 3098, PAGE 1405**

As used herein the following shall apply:

- A. Words in the text are lined through with (—) indicates deletions from the present text.
 - B. Words in the text which are underlined indicates additions to the present text.
 - C. If the above format would make understanding of the proposed amendment difficult, then instead, the proposal will be preceded by a reference that the document is substantially re-worded and reference made to the particular article of the present text.
-

I. The Declaration of Covenants and Restrictions of Winchester Courts recorded at Official Records Book 3098, Page 1405, as previously amended shall be amended as follows:

Article VI, Section 1:

From the annual assessments, the special assessments for capital improvements and the special assessments for emergencies, it shall be the responsibility of the Association to maintain within the common area, all roads, drainage, recreational facilities, parking areas, barrier walls along the perimeter of the common area and all landscaping in a good state of maintenance and repair, together with replacement thereof when necessary. The surface drainage and retention shall be maintained in conformity with the plans and specifications therefor approved by South Florida Water Management District.

The City of Palm Beach Gardens has agreed pursuant to Resolution 150, 2005, to construct and install mitigation measures in order to alleviate the impact of the Kyoto Gardens Drive extension. Some of these measures are located in City right-of-ways and some are located on Association property. In order for the City of Palm Beach Gardens to fund installation and construction of the mitigation measures. The Association shall accept certain maintenance obligations. These maintenance obligations shall be a common expense and paid from the Associations assessments.

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of WINCHESTER COURTS was recorded in Official Record Book 3098, Page 1405, Public Records of Palm Beach County, Florida;

WHEREAS, Section 12 of the Declaration of Covenants, Conditions and Restrictions provides that the Declaration may be amended by instrument signed by not less than seventy-five percent (75%) of the unit owners in WINCHESTER COURTS;

WHEREAS, a meeting of the Board of Directors was held on August 12, 1998, was duly noticed and at which time there was a quorum and at which time there was at least a majority of the entire membership of the Board of Directors who voted to amend the Declaration of Covenants, Conditions and Restrictions in the various particulars as set forth in the attached "Exhibit 1" to this certificate;

WHEREAS, at least a seventy- five percent (75%) of the entire membership consented to amend the Declaration of Protective Covenants, Conditions and Restrictions in various particulars as set forth in the attached exhibit "1" to this certificate;

WHEREAS, the owners written consent are attached hereto as Exhibit "2".

WHEREAS, the amendments and this Certificate shall be recorded in the Public Records of Palm Beach County, Florida;

NOW THEREFORE, the Declaration of Covenants, Conditions and Restrictions of WINCHESTER COURTS are hereby amended in the particulars as stated in Exhibit "1" attached hereto; said amendments shall run with the real property known as the WINCHESTER COURTS, and shall be binding on all parties, having any right, title or interest in the said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and except as otherwise amended

hereby, the Declaration of Covenants and Restrictions shall remain unchanged and in full force and effect.

CERTIFICATE OF ADOPTION OF AMENDMENTS

We hereby certify that the Amendments attached to this certificate were duly adopted as amendments to the above-referenced Declaration of Covenants and Restrictions; and the required percentage of owners' consented and the Board of Directors voted at meetings with a quorum did approve same.

DATED this 5TH day of FEBRUARY, 1999.

WITNESSES:

WINCHESTER COURTHOMEOWNERS
ASSOCIATION, INC.

Sign Frances B. Bowie

By: Rose K. White
PRESIDENT

Print FRANCES B. BOWIE

Print ROSE K. WHITE

Sign Patricia A. Farrell

Current Address P.O. Box 32487
Palm Beach Gardens, FL 33420

Print PATRICIA A. FARRELL

Attest Linda B. Hodges
SECRETARY

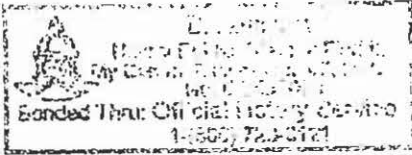
Print LINDA B. HODGES

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 5th day of February, 1999 by Rose K. White President of WINCHESTER COURTHOMEOWNERS ASSOCIATION, INC., who is personally known to me or who has produced _____ (if left blank), personal knowledge existed) as identification and who did take an oath.

NOTARY PUBLIC



Sign B. Jamason
 Print B. JAMASON
 State of Florida at Large (seal)

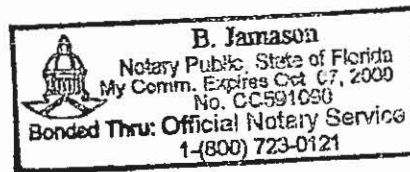
My Commission Expires:

The foregoing instrument was acknowledged before me this 5th day of February, 1999 by LINDA B. HOGES Secretary of WINCHESTER COURTS HOMEOWNERS ASSOCIATION, INC., who is personally known to me or who has produced _____ (if left blank), personal knowledge existed) as identification and who did take an oath.

NOTARY PUBLIC

Sign B. Jamason
 Print B. JAMASON
 State of Florida at Large (seal)

My Commission Expires:



"EXHIBIT 1"

**AMENDMENT TO THE DECLARATION OF
COVENANTS AND RESTRICTIONS FOR WINCHESTER COURTS**

As used herein the following shall apply:

- A. Words in the text are lined through with (----) indicates deletions from the present text.
- B. Words in the text which are underlined indicates additions to the present text.
- C. If the above format would make understanding of the proposed amendment difficult, then instead, the proposal will be preceded by a reference that the document is substantially re-worded and reference made to the particular article of the present text.

1. Article IV, Section 1 of the Declaration shall be amended as follows:

"Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, (3) special assessments relating to the Limited Common Property, (4) special assessments for insurance, and (5) specific assessment for emergencies and (6) Bulk rate cable assessments; all such assessments to be established and collected as hereinafter provided. All The annual and special assessments, together with interest, cost and reasonable attorneys fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. All payment upon account shall be first applied to interest and then to the payment first due. The methods of determining the assessments which may be levied against a Unit owner may not be changed unless at least two-thirds of each class of members and at least two-third of the first mortgage lender of the individual units(based upon one vote for each mortgage owner) have given their prior written approval thereto.

2. Article IV, Section 13 of the Declaration shall be added as follows:

Section 13. Bulk Rate Cable Assessment. The Association shall have the right to obtain a bulk rate cable contract from a duly franchised cable television service. The cost of the bulk rate cable shall be deemed a common expense. Any such contract shall provide, and shall be deemed to provide if not expressly set forth, that any hearing impaired or legally blind unit owner who does not occupy the unit with a non-hearing impaired or sighted person may discontinue the service without incurring disconnect fees, penalties, or subsequent common expenses charge related to such service. If less than all member share the expense of cable television, the expense shall be shared equally by all participating lot owners. The cost as a common expense shall be collected as an assessment and shall be enforce in the same manner.

FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF WINCHESTER COURTS

THIS AMENDMENT TO DECLARATION, made on the date hereinafter set forth
by WINCHESTER COURTS HOMEOWNERS ASSOCIATION, INC., hereinafter
referred to as the "Association."

WHEREAS, on July 9, 1979, a Declaration was recorded in Official Records
Book 3098, pages 1405 through 1421;

NOW THEREFORE, for an in consideration of the premises and good and
valuable consideration, the Association does hereinafter for its successor and assigns
restrict the uses hereinafter provided of the property described in Exhibit "A" to that
Declaration of Covenants and Restrictions filed in Official Record Book 3098, Page
1421, and does hereinafter place upon said property certain covenants and restrictions
as follows:

1. Article IV, Section 6 is hereby revoked in its entirety. Article IV, Section 6 is hereby
substituted in its place:

Section 6. Special Assessments for Insurance.

In addition to the assessments authorized above, the Association shall levy, in
any assessment year, a special assessment for property, flood and casualty insurance
on each unit and for the Common Area. All such insurance shall be maintained by the
Association, and each Owner shall be assessed on a monthly basis, three (3) months
in advance, for the insurance premium covering his unit, which insurance shall be in an
amount equal to the maximum insurance replacement value, excluding foundation and
excavation costs and for his share of the insurance premium necessary to insure one
hundred (100%) percent of the replacement value of insurable common property. In
order to facilitate quarterly payment of such insurance premiums by the Association,
each Owner upon purchase of his Unit shall deposit an amount equal to three (3)
monthly insurance assessments with the Association and all future monthly assessment
payments shall be deemed to be advance payments for the next quarter. No insurance
will be carried by the Association on any contents of any Unit, or any glass contained in
various windows or doors in any Unit, save for contents and glass contained in the
Common Area of the Association. Property, flood and casualty insurance shall be
purchased by the Association on a master policy basis which will cover all of the
townhouse units and the insurable common property. The master policy shall not insure
the contents of the Unit, whether on the premises at the time of conveyance of the Unit
or added at a later time. Any contents within a Unit, as well as any additions made in or
to the Unit by the Owner may be insured as such Unit Owner may desire at his sole
expense. The master policy shall not cover any of the following items, which may be
insured by each owner as he may desire at his sole expense: repair, replacement and
maintenance of electrical fixtures, appliances, air conditioning system, heating system,
water heater, built-in cabinets, and ceiling, wall and floor coverings, if any. In addition
each Unit Owner shall be responsible for obtaining public liability insurance covering
the Unit. The Association shall also purchase a comprehensive policy of public liability
insurance covering all of the common area, which insurance shall contain a
"Severability of interest" clause or endorsement which shall preclude the insurer from
denying the claim of a Unit Owner because of negligent acts of the Association or other
Unit Owners. This public liability insurance coverage shall be for at least One Million
Dollars (\$1,000,000.00) per occurrence for personal injury and/or property damage at
such time as more than thirty Units have been completed. Such assessments for this
insurance will be handled in the same method as set forth above. In the event of any
casualty loss covered under the master policies, the Association shall be the agent of
all Unit Owners and shall adjust such loss on their behalf. All of the Units and
improvements shall be insured in an amount equal to the maximum insurable
replacement value, excluding foundation and excavation costs, as determined annually

UNIT completed
\$254.16 Monthly
P.O. Disburse, 21.

by the Board of Directors of the Association. Such coverage shall afford protection against the loss or damage by fire and other hazards covered by a standard coverage endorsement and flood insurance, if required. The Association shall maintain fire and extended coverage on Insurable Common Area on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost) and shall use hazard insurance proceeds for losses to any Common Area only for the repair, replacement or reconstruction of such Common Area, unless prior written approval to deviate from these requirements shall be obtained from at least two-thirds (2/3) of each class of members and from at least two-thirds (2/3) of the first mortgage lenders of the individual units (based upon one vote for each mortgage owned).

2. Except as herein specifically modified, all terms of the Declaration remain in full force and effect.

IN WITNESS WHEREOF, said Declaration of Restrictions and Covenants shall be amended on this 23rd day of APRIL, 1996.

WITNESSES:

WINCHESTER COURTS HOMEOWNERS
ASSOCIATION, INC.

B. Damico Donald C. Gibson
PRESIDENT

Mary B. Sandstead Carl Toles
SECRETARY

STATE OF FLORIDA

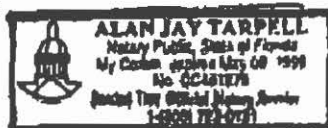
: SS

COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me personally appeared Donald C. Gibson & Carl Toles President and Secretary of Winchester Courts Homeowners Association, Inc., a Florida Not-For-Profit Corporation, on behalf of the Corporation who is personally known to me or who has produced a valid Florida Driver's license as identification, and who did/did not take an oath.

Alan Jay Tarpell
Notary Public, State of Florida

Commission Number, Expiration Date, Name of Notary Typed, Printed or Stamped



the 'information' and 'communication' fields. The 'information' field is defined as:

...the study of the nature, creation, organisation, storage, retrieval, dissemination and use of information, and the social and cultural contexts in which these activities take place. (p. 1)

The 'communication' field is defined as:

...the study of the nature, creation, organisation, storage, retrieval, dissemination and use of communication, and the social and cultural contexts in which these activities take place. (p. 1)

The 'information science' field is defined as:

...the study of the nature, creation, organisation, storage, retrieval, dissemination and use of information and communication, and the social and cultural contexts in which these activities take place. (p. 1)

The 'information studies' field is defined as:

...the study of the nature, creation, organisation, storage, retrieval, dissemination and use of information and communication, and the social and cultural contexts in which these activities take place. (p. 1)

The 'information technology' field is defined as:

...the study of the nature, creation, organisation, storage, retrieval, dissemination and use of information and communication, and the social and cultural contexts in which these activities take place. (p. 1)

The 'information systems' field is defined as:

...the study of the nature, creation, organisation, storage, retrieval, dissemination and use of information and communication, and the social and cultural contexts in which these activities take place. (p. 1)

The 'information science and technology' field is defined as:

...the study of the nature, creation, organisation, storage, retrieval, dissemination and use of information and communication, and the social and cultural contexts in which these activities take place. (p. 1)

The 'information science and communication' field is defined as:

...the study of the nature, creation, organisation, storage, retrieval, dissemination and use of information and communication, and the social and cultural contexts in which these activities take place. (p. 1)

The 'information science and information systems' field is defined as:

...the study of the nature, creation, organisation, storage, retrieval, dissemination and use of information and communication, and the social and cultural contexts in which these activities take place. (p. 1)

The 'information science and information technology' field is defined as:

...the study of the nature, creation, organisation, storage, retrieval, dissemination and use of information and communication, and the social and cultural contexts in which these activities take place. (p. 1)

The 'information science and information systems and information technology' field is defined as:

...the study of the nature, creation, organisation, storage, retrieval, dissemination and use of information and communication, and the social and cultural contexts in which these activities take place. (p. 1)

Name Klein & Klein PA
SG 400B
Address: 1551 Forum Pl.
W. Palm Beach, FL 33401

OCT-24-1994 4:29PM 94-355944
ORB 8476 Pg 1381

OCT-11-1994 2:15PM 94-340285
ORB 8459 Pg 1503

Property Appraisers Parcel Identification (Folio) Number(s):

FIRST AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF WINCHESTER COURTS

THIS AMENDMENT TO DECLARATION, made on the date hereinafter set forth by WINCHESTER COURTS HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association."

WHEREAS, on July 9, 1979, a Declaration was recorded in Official Records Book 3098, pages 1405 through 1421;

NOW, THEREFORE, for and in consideration of the premises and good and valuable consideration, the Association does hereinafter for its successor and assigns restrict the uses hereinafter provided of the property described in Exhibit "A" to that Declaration of Covenants and Restrictions filed in Official Record Book 3098, Page 1421, and does hereinafter place upon said property certain covenants and restrictions as follows:

1. The first sentence of Article IV, Section 4, shall be deleted in its entirety, and the following shall be substituted in its place:

In addition to the annual assessments authorized above, the Association may levy a special assessment applicable to that year and not more than the next two succeeding years for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair, or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

2. The following new Section 17 to Article VI is added to the Declaration:

Section 17. Costs of Enforcement. The Association shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, the By-

Laws, Rules and Regulations or the Articles of Incorporation. Failure by the Association to enforce any Covenants or Restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any such action taken to enforce its rights, both prior to litigation and subsequent to the institution of suit, the Association, should it prevail, shall be entitled to recovery of all costs and expenses and reasonable attorney fees, including those incurred as the result of an appeal.

3. Article VI, Section 8 is deleted in its entirety and replaced by the following new Section 8:

Section 8. Approval of Sale or Lease. In order to assure a community of congenial residence and to thus protect the value of the Units, and to further the continuous development of the properties, the sale or lease of a Unit shall be subject to the following provisions:

A) The Unit owner shall notify the Association in writing of his intention to sell or lease his Unit, and furnish the Association with such notification, and a copy of the Contract for Sale or Lease, whichever is applicable.

B) Any and all lease agreements between an owner and a lessee of such owner's Unit shall be in writing, shall provide for a term of not less than ninety (90) days, and must provide that the lessee shall be subject in all respects to the terms and provisions of this Declaration of Covenants and Restrictions and that any failure by the Lessee under such lease agreement to comply with such terms and conditions shall be a material default and breach of the lease agreement. A Unit may not be leased more than twice per calendar year. A sublease of a Unit shall be subject to all of the provisions of this Declaration concerning the making of a lease, and a sublease shall count as a separate lease for purposes of determining the number of leases for a Unit in any calendar year. The lease agreement shall also state who will be responsible for the assessments as stated above, although under no circumstances shall the Unit owner be relieved of his responsibility for the assessments and compliance with the terms and provisions of this Declaration of Covenants and Restrictions, and it shall be the obligation of all Unit owners to supply the Board with a copy of said written agreement prior to the lessee occupying the premises. Unless provided to the contrary in a lease agreement, a Unit owner, by leasing his Unit, automatically delegates his right of use

and enjoyment of the common area and facilities to his lessee; and in so doing, said Unit owner relinquishes said rights during the term of the lease agreement.

C) Upon receipt of a copy of the Contract for Sale or Lease and an application from the Association, the Association shall, within ten (10) business days, issue a certificate indicating the Association's approval or disapproval of the transaction. In the event of a sale, it shall then be the responsibility of the purchaser of the Unit, to furnish the Association with a recorded copy of the Deed of conveyance indicating the owner's mailing address for all future maintenance bills and other correspondence from the Association. Provided, however, prior to the issuance by the Association of a certificate indicating the Association's approval of the transaction, the purchaser or lessee shall be required to execute a copy of the rules and regulations of Winchester Courts Homeowners Association, Inc. acknowledging that he takes title subject to those rules and regulations which he agrees to abide by. The Association shall then retain one signed copy in the Association's records, and furnish one copy to the purchaser or lessee.

D) It is the intent of this Paragraph to impose an affirmative duty on the Unit owner to keep the Association fully advised of any possible changes in occupancy or ownership for the purpose of facilitating the management of the Association's membership records and it is the further intent to create the right, on the part of the Association, to approve or disapprove prospective purchasers or lessees. As this Article is a portion of the Declaration of Covenants and Restrictions which run with the land, any transaction which is conducted without compliance with this Article, may be voidable by the Association. The Association may conduct an investigation of the prospective purchaser or lessee to evaluate that party's ability to keep current with the financial obligations imposed by the Association and to insure that the applicant furthers the purposes herein set forth. The Association shall not discriminate based upon race, sex, national origin, color or any other factor restricted by law. The Association may charge an administrative fee of up to One Hundred (\$100.00) Dollars for each application and renewal to sell or lease the Unit, payable by the prospective purchaser, lessee or owner. The Association may impose a reasonable security deposit upon lessees in conjunction with the use of the common areas and establish reasonable rules and regulations concerning, but not limited to, automobile registration and parking stickers and facilities passes.

E) In the event that a Unit owner is delinquent in

paying any assessments or the Unit owner or his Purchaser, family, guests, agents, licensees or invitees, are not in compliance with any provisions of the Declaration of Covenants and Restrictions, the Association has the right to disapprove of any sale; and in the case of a lease, the right to disapprove of and to void any lease at any time prior to or during the leasehold tenancy, until any delinquent assessment is paid and/or until any violation of any provision of said Declaration of Covenants and Restrictions is corrected. In addition, and not by way of limitation, the Association maintains the right to disapprove of any prospective Purchaser or Lessee who, in its opinion, does not further the community of congenial residence and/or may not be able to meet the ongoing assessments and requirements.

4. Except as herein specifically modified, all terms of the Declaration remain in full force and effect.

IN WITNESS WHEREOF, said Declaration of Restrictions and Covenants shall be amended on this 1st day of September, 1994.

WITNESS:

WINCHESTER COURTS HOMEOWNERS
ASSOCIATION, INC.

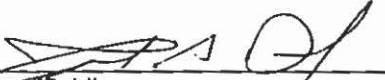
Elizabeth Deak By: Donald C. Gibson
Benny Hopewell

STATE OF FLORIDA :
 : SS
 COUNTY OF PALM BEACH :

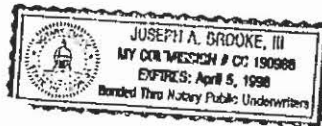
ORB 8459 Pg 1507
 WINNIE H. WILKIN, CLERK PB COUNTY, FL

I HEREBY CERTIFY that on this day, before me, personally appeared DONALD C. GIBSON of Winchester Courts Homeowners Association, Inc., who produced a Florida Driver's License as identification, to me known to be the person who executed the foregoing instrument, who did not take an oath, and he acknowledged before me that he executed the same as an Officer of said corporation, in the name of and on behalf of the corporation.

WITNESS my hand and official seal this 1st day of SEPTEMBER, 1994.


 Notary Public

My Commission Expires:



the 1990s, the number of people with a mental health problem has increased by 50% (Mental Health Foundation 1999).

There is a growing awareness of the need to address the needs of people with mental health problems, and a number of initiatives have been developed to improve the lives of people with mental health problems. The Mental Health Act 1983 was amended in 1995 to give people with mental health problems more control over their own lives. The Mental Health Act 1995 gave people with mental health problems the right to refuse treatment, and the right to be involved in decisions about their care. The Mental Health Act 1995 also gave people with mental health problems the right to be involved in decisions about their housing, and the right to be involved in decisions about their education.

The Mental Health Act 1995 also gave people with mental health problems the right to be involved in decisions about their employment, and the right to be involved in decisions about their social life. The Mental Health Act 1995 also gave people with mental health problems the right to be involved in decisions about their financial affairs, and the right to be involved in decisions about their legal affairs. The Mental Health Act 1995 also gave people with mental health problems the right to be involved in decisions about their medical affairs, and the right to be involved in decisions about their dental affairs.

The Mental Health Act 1995 also gave people with mental health problems the right to be involved in decisions about their religious affairs, and the right to be involved in decisions about their cultural affairs. The Mental Health Act 1995 also gave people with mental health problems the right to be involved in decisions about their political affairs, and the right to be involved in decisions about their social affairs. The Mental Health Act 1995 also gave people with mental health problems the right to be involved in decisions about their economic affairs, and the right to be involved in decisions about their cultural affairs.

The Mental Health Act 1995 also gave people with mental health problems the right to be involved in decisions about their legal affairs, and the right to be involved in decisions about their medical affairs. The Mental Health Act 1995 also gave people with mental health problems the right to be involved in decisions about their dental affairs, and the right to be involved in decisions about their religious affairs. The Mental Health Act 1995 also gave people with mental health problems the right to be involved in decisions about their cultural affairs, and the right to be involved in decisions about their political affairs.

The Mental Health Act 1995 also gave people with mental health problems the right to be involved in decisions about their social affairs, and the right to be involved in decisions about their economic affairs. The Mental Health Act 1995 also gave people with mental health problems the right to be involved in decisions about their cultural affairs, and the right to be involved in decisions about their legal affairs. The Mental Health Act 1995 also gave people with mental health problems the right to be involved in decisions about their medical affairs, and the right to be involved in decisions about their dental affairs.

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RETURN TO:

This instrument prepared by:

BRIAN D. DAN, ESQ.

BUCKER, POLIAKOFF & STREITFELD, P.A.

REFLECTIONS BUILDING

450 AUSTRALIAN AVENUE SOUTH, SUITE 720

WEST PALM BEACH, FLORIDA 33401

AUG-04-1989 11:47am 89-221279

ORB 6152 Pg 699

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINCHESTER COURTS

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for WINCHESTER COURTS has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 3098 at Page 1405; and

WHEREAS, the Bylaws of WINCHESTER COURTS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, are attached as an exhibit thereto; and,

WHEREAS, at a duly called and noticed meeting of the membership of WINCHESTER COURTS HOMEOWNERS ASSOCIATION, INC., held on February 3, 1988, the aforementioned Declaration and Bylaws were amended pursuant to the provisions of said Declaration and Bylaws.

NOW, THEREFORE, the undersigned hereby certify that the following amendment to the Declaration and Bylaws is a true and correct copy of the amendment to the Declaration and Bylaws, as amended by the membership:

AMENDMENT TO ARTICLE TWO, SECTION ONE OF THE BYLAWS OF WINCHESTER COURTS HOMEOWNERS ASSOCIATION, INC.

(additions indicated by underlining;
deletions indicated by "----")

2.01 The Annual Members' Meeting shall be held at such location as shall be designed in the Notice of Meeting at 8:00 P.M., Eastern Standard Time; on the first Thursday in July ~~February~~ of each year, for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a legal holiday. Election of directors shall be governed by the provisions of Article III, 3.02(f) hereof.

WITNESS my signature hereto this 1 day of July, 1989, at Palm Beach Gardens, Palm Beach County, Florida.

WINCHESTER COURTS HOMEOWNERS
ASSOCIATION, INC.

By: [Signature]
President

Attest: [Signature]
Secretary

[Signature]
Witness
[Signature]
Witness

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day before me personally appeared Paul E. Poston and Paul E. Poston, the President and Secretary, respectively, of the foregoing corporation, known to me personally to be such, and they severally acknowledged to me that the said certificate is the free and voluntary act and deed of them, and each of them, each for himself and not for the other, and that the facts therein stated are truly set forth.

Dated at Palm Beach Gardens, Palm Beach County, Florida this 16 day of July, 1989.

Paul E. Poston
Notary Public, State of
Florida at Large

My commission expires

PAUL E. POSTON, NOTARY PUBLIC
STATE OF FLORIDA
MY COMMISSION EXPIRES 11/17/92



DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
WINCHESTER COURTS

THIS DECLARATION, made on the date hereinafter set forth by
WINCHESTER DEVELOPMENT CORPORATION, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property located in
Palm Beach Gardens, Palm Beach County, Florida, to be hereinafter known as
WINCHESTER COURTS, which is more particularly described in Exhibit "A"
attached hereto.

NOW, THEREFORE, Declarant hereby declares that all of the prop-
ties described in Exhibit "A" above shall be held, sold and conveyed
subject to the following easements, restrictions, covenants, and conditions,
which are for the purpose of protecting the value and desirability of, and
which shall run with, the real property and be binding on all parties
having any right, title or interest in the described properties or any part
thereof, their heirs, successors and assigns, and shall inure to the benefit
of each Owner thereof. These protective covenants, conditions and restric-
tions during their lifetime, shall also be for the benefit of and limit-
ation upon all present and future owners of other property owned by the
Declarant which may be made subject to these covenants at a later date.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to WINCHESTER
COURTS HOMEOWNERS ASSOCIATION, INC., a corporation not for profit organized
under the laws of the State of Florida, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner,
whether one or more persons or entities, of a fee simple title to any
single family residential Unit which is a part of the Properties, including
contract sellers, but excluding those having such interest merely as
security for the performance of an obligation.

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Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described and referred to as WINCHESTER COURTS, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association shall be all of the land described in Exhibit "A" above less all of the land shown as being Lots or dedicated roadway upon any recorded plat or plats of WINCHESTER COURTS.

Such Common Area shall consist of, but not necessarily be limited to, the roadways, parking areas, recreational areas, and all unimproved areas within the real property described in Exhibit "A" above. The Common Area shall be conveyed to the Association by the Declarant by separate instruments.

The Association shall administer such Common Area in keeping with this Declaration as well as the Articles of Incorporation and By-Laws of the Association, together with the Rules and Regulations promulgated by the Association.

Section 5. "Limited Common Property" shall mean certain items of personal property which the Declarant is conveying to the Association. This Limited Common Property shall consist of the water and sewer lines going from the point of connection of same to each Unit to the point of connection of same to the central water distribution and sewage collection lines of Palm Beach County Utilities Company. These items of personal property shall be administered by the Association for the benefit of the Owners of the four (4) separate Units in each structure.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded plat of the Properties with the exception of the Common Area and any publicly dedicated roadway, which such plot of land is intended to be a building site upon which a Unit has or can be constructed.

Section 7. "Unit" shall mean and refer to any townhouse apartment unit constructed by Declarant and located on any Lot. Each Owner will own fee simple title to his Lot and the Unit constructed thereon, each of which shall be located in a structure containing four (4) separate

these units shall be separated by a party-wall agreement to be filed in the Public Records of Palm Beach County, Florida.

Section 8. "Declarant" shall mean and refer to WINCHESTER DEVELOPMENT CORPORATION, its successors and assigns.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of ingress and egress to, and for the use and enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Unit subject to the following provisions:

- (a) the right of the Board of Directors of the Association to adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Owners and their guests thereon and to establish penalties for the infraction thereof;
- (b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (c) the right of the Association to suspend the voting rights and right to use the recreational facilities by an Owner for any period during which any assessment against his Unit remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (d) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes or to otherwise by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area, subject to approval by two-thirds of each class of members and by two-thirds of the first mortgage lenders of the Individual Units (based upon one vote for each mortgage owned). For purposes of this provision, the granting of easements for public utilities or for other public purposes, consistent with the

intended use of the Common Area shall not be deemed a transfer.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Interests in Limited Common Property. The items of personal property referred to herein as Limited Common Property shall be administered by the Association for the benefit of the Owners of the four (4) separate Units in each structure. The expense of repair, replacement, cleaning and maintenance of this property shall be borne equally by the four (4) Owners of the Units located in each structure as provided hereinafter.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Unit shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment.

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

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Unit owner. When more than one (1) person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any single Unit.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Unit owned including Units not yet constructed which are planned for construction on the Properties. The Class B membership shall cease and be converted to Class A membership on the

happening of either of the following events,
whichever occurs earlier;

(a) when the total votes outstanding in the
Class A membership equal the total votes
outstanding in the Class B membership, or

(b) on January 1, 1981.

Section 3. For purposes of this Declaration reference to Owner
shall mean both the Class A and Class B members.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, (3) special assessments relating to the Limited Common Property, (4) special assessments for insurance, and (5) specific assessment for emergencies; all such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. All payments upon account shall be first applied to interest and then to the payment first due. The methods of determining the assessments which may be levied against a Unit Owner may not be changed unless at least two-thirds of each class of members and at least two-thirds of the first mortgage lenders of the individual Units (based upon one vote for each mortgage owned) have given their prior written approval thereto.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the

improvement and maintenance of the Common Area, the Limited Common Property, and certain exterior portions of the Units.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Unit to an Owner, the maximum annual assessment shall be Four Hundred Dollars (\$400.00) per Unit, payable in four (4) equal quarterly installments on the first days of January, April, July and October of the year for which the assessment is made.

(a) From and after January 1 of the year immediately following the conveyance of the first Unit to an Owner, the maximum annual assessment may be increased each year but not more than 7% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Unit to an Owner, the maximum annual assessment may be increased above seven (7%) percent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. The assessment shall be due and payable thirty (30) days after billing, and all sums unpaid after thirty (30) days shall bear interest at the rate of ten (10%) percent per annum from the date when due until paid. Anything contained herein to the contrary notwithstanding, the costs and expenses and replacements of those elements of the Common Area that must be repaired and replaced on a periodic basis, shall be paid from the annual assessments

and not from the special assessments for capital improvements.

Section 5. Special Assessments for Limited Common Property. In addition to the assessments authorized above, the Association may levy, in any assessment year such amounts as are necessary for the repair, replacement, cleaning and maintenance of the Limited Common Property, which expenses shall be borne equally by the four (4) Owners of the Units located in the structure for which the work is done, unless it can be determined that a particular Unit Owner or user specifically caused an item of damage or excessive wear. Upon the expenditure of funds by the Association for any such purpose, the Unit Owner(s) in the structure shall be assessed for his share of the expense. The assessment shall be due and payable thirty (30) days after billing, and all sums unpaid after thirty (30) days shall bear interest at the rate of ten (10%) percent per annum from the date due until paid.

Section 6. Special Assessments for Insurance. In addition to the assessments authorized above, the Association shall levy, in any assessment year, a special assessment for property, flood and casualty insurance on each Unit and for the Common Area. All such insurance shall be maintained by the Association, and each Owner shall be assessed on a monthly basis, three (3) months in advance, for the insurance premium covering his Unit, which insurance shall be in an amount equal to the maximum insurance replacement value, excluding foundation and excavation costs and for his share of the insurance premium necessary to insure one hundred (100%) percent of the replacement value of insurable common property. In order to facilitate quarterly payment of such insurance premiums by the Association, each Owner upon purchase of his Unit shall deposit an amount equal to three (3) monthly insurance assessments with the Association and all future monthly assessment payments shall be deemed to be advance payments for the next quarter. No insurance will be carried by the Association on any contents of any Unit, or any glass contained in various windows or doors in any Unit, save for contents and glass contained in the Common Area of the Association. Property, flood and casualty insurance shall be purchased via the Association on a master policy basis which will cover all of the townhouse units and the insurable common property. The master policy shall insure all property conveyed by the Declarant at the time of the closing on

the townhouse unit. Any contents placed in a Unit after closing, as well as any additions made in or to the Unit by the Owner may be insured as each Unit Owner may desire at his sole expense. In addition each Unit Owner shall be responsible for obtaining public liability insurance covering his Unit. The Association shall also purchase a comprehensive policy of public liability insurance covering all of the common area, which insurance shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of the Association or other Unit Owners. This public liability insurance coverage shall be for at least One Million Dollars (\$1,000,000.00) per occurrence for personal injury and/or property damage at such time as more than thirty Units have been completed. Such assessments for this insurance will be handled in the same method as set forth above. In the event of any casualty loss covered under the master policies, the Association shall be the agent of all Unit Owners and shall adjust such loss on their behalf. All of the Units and improvements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against the loss or damage by fire and other hazards covered by a standard coverage endorsement and flood insurance, if required. The Association shall maintain fire and extended coverage on insurable Common Area or a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost) and shall use hazard insurance proceeds for losses to any Common Area only for the repair, replacement or reconstruction of such Common Area, unless prior written approval to deviate from these requirements shall be obtained from at least two-thirds (2/3) of each class of members and from at least two-thirds (2/3) of the first mortgage lenders of the individual units (based upon one vote for each mortgage owned).

Section 7. Special Assessments for Emergencies. In addition to the assessments authorized above, the Association shall levy, in any assessment year such amount as cannot be paid from the annual assessments for common expenses as are necessary to meet the costs and expenses of any emergency situation, provided that any such assessment shall have the

assent of all members of the Board of Directors of the Association. The assessment shall become effective and shall be due after thirty (30) days' notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

Section 8. Payment of Assessments by Declarant. The Declarant, for each Unit owned by it within the Properties, hereby covenants to pay the above assessments and charges only to the extent the payment of the same is reasonably necessary to provide operating capital for the Association in excess of those amounts assessed against the Class A members. Anything contained herein to the contrary notwithstanding, the Declarant shall not, however, be required to pay a greater assessment or charge per Unit owned by it than would be required if each such Unit were owned by a Class A member.

Section 9. Uniform Rate of Assessment. Both annual and special assessments except Special Assessments for Limited Common Property must be fixed at a uniform rate for all Units, except to the extent the Declarant is exempt therefrom in Section 8 of this Article IV, and may be collected on a monthly basis.

Section 10. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Units on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance. Without charge, the Association, upon request, shall furnish written notification to a first institutional mortgagee of any default in the performance by a Unit mortgage borrower of any obligation under the Winchester Courts constituent documents which is not cured within sixty (60) days.

Section 11. Effect of Nonpayment of Assessments: Remedies of the Association: Unless otherwise specified above any assessment not paid within ten (10) days after the due date shall bear interest from the date at the rate of ten (10%) percent per annum. All payment upon account shall be first applied to interest and then to the assessment payment first due. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Unit. The lien for unpaid assessments shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Unit.

Section 12. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Such unpaid and extinguished assessments shall be deemed to be a common assessment, collectible from all of the Unit Owners. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall, pool, or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have

been submitted to it, the Owner will not be required to comply with this Article and this Article will be deemed to have been fully complied with. The Board and/or the Association shall not by act or omission change, waive or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance of Units, without the prior written approval of two-thirds (2/3) of each class of members and two-thirds (2/3) of the first mortgage lenders of the individual Units (based upon one vote for each mortgage owned).

ARTICLE VI

GENERAL PROVISIONS

Section 1. Maintenance of Common Area. From the annual assessments, the special assessments for capital improvements and the special assessments for emergencies, it shall be the responsibility of the Association to maintain within the common area, all roads, drainage, recreational facilities, parking areas, barrier walls along the perimeter of the common area, and all landscaping in a good state of maintenance and repair, together with replacement thereof when necessary. The surface drainage and retention shall be maintained in conformity with the plans and specifications therefor approved by South Florida Water Management District.

Section 2. Maintenance of Unit. No Unit Owner shall in any way deface or change the color of the exterior of his Unit. Exterior grounds (including any Lot area outside the Unit and patio area constructed on the on the Lot), walls, roofs and the fencing, not including any screened enclosures, are to be maintained by the Association. All maintenance work pertaining to exterior walls, roofs and fencing on the various Units shall be on a building-by-building basis as scheduled and determined by the Board of Directors of the Association.

Section 3. Changes in Maintenance Regulations. The Association shall not by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the exterior maintenance of Units, the maintenance of any of the Common Area (including walkways, fences, driveways, lawns and other vegetation) or the maintenance of patio areas, without the prior written approval of two-thirds of each class of members and two-thirds of the first mortgage lenders of the individual Units (based upon one vote for each mortgage owned).

Section 4. Utility and Other Easements. Easements are specifically reserved by the Declarant throughout the Common Area for any and all utility services that may be necessary to serve the townhouse units. Further, the Declarant reserves for the benefit of the City of Palm Beach Gardens, Florida, and its successors and assigns, sufficient easements for ingress and egress over the roads and parking areas of WINCHESTER COURTS, in perpetuity, for purposes of providing police, fire, garbage and trash collection services. The foregoing provision relative to the easements reserved unto the City of Palm Beach Gardens shall not be subject to amendment without the express written consent of the City.

Section 5. Pets. No animals, birds or fowl, including but not limited to hogs, cattle, cows, goats, sheep, rabbits, hares, dogs, cats, pigeons, pheasants, game birds, game fowl, or poultry (except as hereinafter permitted) shall be kept or maintained on any part of the Common Area or on the premises of any Unit. Dogs, cats, and pet birds confined in cages, may be kept after applying to the Board of Directors of the Association for permission therefore, pursuant to rules and regulations to be promulgated by the Association which rules and regulations shall provide in essence that no such animal may be kept by any Owner unless such animal shall not be a nuisance to the other Unit Owners.

Section 6. Motor Vehicles/Boats. No trailers, motor homes, or other habital motor vehicles of any nature shall be kept on or stored on any of the property. No boats, trucks, or vans of any nature shall be kept on or stored on any of the property, except however, passenger trucks and/or passenger vans which have been approved by the Board of Directors of the Association, in its sole discretion, may be exempted from this restriction.

Section 7. Maintenance of Patio Areas. All Owners shall be required to maintain their individual Unit's patio area in a clean and orderly manner and any vegetation grown thereon shall be maintained by the Unit's Owner in such a manner as to avoid the unsightly growth thereof.

Section 8. Rental of Units. No Owner may rent or lease his Unit unless permission therefore is granted by the Board of Directors of the Association pursuant to the rules and regulations to be promulgated by the Association. In any event, no such rental or lease shall relieve the Owners of the provisions of this Declaration.

Section 9. Quiet Use. Each Owner shall occupy and use his Unit

in such a manner as will not interfere with the quiet and peaceable use and enjoyment of the other Units.

Section 10. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association is granted an easement over the property of each Unit for the purpose of enforcing the provisions of this Declaration, and may go upon the property of each Unit to remove or repair any existing cause of a violation hereof.

Section 11. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 12. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five (75%) percent of the Unit Owners, and thereafter by an instrument signed by not less than fifty-one (51%) percent of the Unit Owners. Any amendment of this Declaration which would affect the lien, security or value of security of any institutional first mortgagee, or the salability of a first mortgage on the secondary market, shall require the joinder and consent of such institutional first mortgagee. Any amendment must be recorded.

Section 13. Annexation. Additional residential property and Common Area may be annexed to the Properties by the Declarant at any time during which there exists a Class B membership.

Section 14. Additional Rights of First Mortgage Lenders. Upon request, the Association will provide to an institutional first mortgagee a list containing the name and permanent residence address of each individual or entity which owns or is under contract to purchase a Unit at Winchester Courts. First Mortgage lender of any Units may, jointly or

severally, pay taxes or other charges which are in default and which may or have become a charge against any of the Common Area and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such Common Area and first mortgagees making such payments shall be owed immediately reimbursement therefor from the Association. No Unit Owner, or any other party shall have priority over any rights of the first mortgage lenders of the individual Units, in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Common Area.

Section 15. Contracts. Any agreement for professional management of WINCHESTER COURTS and any other contract providing for services of the Declarant, may not exceed three (3) years in duration. Further, any such agreement or contract must provide for termination by any party thereto without cause and without payment of a termination fee or ninety (90) days or less written notice.

Section 16. Conveyance of Common Areas. Unless sooner conveyed, the Declarant will convey the Common Areas to the Association free and clear of all liens and encumbrances (except for any easements granted for public utilities or for other public purposes consistent with the intended use of such property) at such time as seventy (70%) percent of the Units as shown on the Plat of WINCHESTER COURTS have been sold to bona fide purchasers who have closed or who are legally obligated to close.

IN WITNESS WHEREOF, the Declarant has caused these presents to be signed in its name by a duly authorized officer and its seal affixed hereto on this 9 day of July, 1979.

Signed, sealed and delivered
in the presence of:

Elizabeth J. Webb
SO DeCes

WINCHESTER DEVELOPMENT CORPORATION

By: George H. Francis
George H. Francis, Vice President

(CORPORATE SEAL)



STATE OF FLORIDA

COUNTY OF PALM BEACH

I HEREBY CERTIFY that before me personally appeared GEORGE H. FRANCIS, as Vice President of WINCHESTER DEVELOPMENT CORPORATION, a Florida corporation, to me well known to be the person who executed the above and foregoing instrument as a corporate officer of WINCHESTER DEVELOPMENT CORPORATION, a Florida corporation, and acknowledged the execution thereof to be his free act and duly authorized deed of WINCHESTER DEVELOPMENT CORPORATION.



Frank W. ...

Notary Public, State of
Florida at Large

My Commission Expires:

MY COMMISSION EXPIRES SEP 10 1981
RENEWED THROUGH JUNE 1981

The foregoing Declaration of Covenants, Conditions and Restrictions of WINCHESTER COURTS is hereby approved and consented to by ROYAL AMERICAN REALTY, INC. as Mortgagee pursuant to that certain mortgage recorded in Official Records Book 3036, at Page 352, Public Records of Palm Beach County, Florida.

WITNESSES:

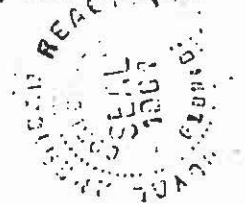
ROYAL AMERICAN REALTY, INC.

Andrew D. ...

By: *B. D. Underwood*
B. D. Underwood, Vice President

Yarn E. ...

(CORPORATE SEAL)



STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing Declaration of Covenants, Conditions and Restrictions was acknowledged before me this 9th day of July, 1979 by B. D. UNDERWOOD, as Vice President of ROYAL AMERICAN REALTY, INC., a Florida corporation and he acknowledged that he executed same on behalf of the Corporation.

(SEAL)

Yarn E. ...

Notary Public, State of
Florida at Large

My Commission Expires:

MY COMMISSION EXPIRES SEP 10 1981
RENEWED THROUGH JUNE 1981

The foregoing Declaration of Covenants, Conditions and Restrictions of WINCHESTER COURTS is hereby approved and consented to by WINCHESTER COURTS HOMEOWNERS ASSOCIATION, INC.

WITNESSES:

WINCHESTER COURTS HOMEOWNERS ASSOCIATION, INC.

56.18.10
Elizabeth J. Webb

By: George H. Francis
George H. Francis, President
Attest: Robert B. Cook
Robert B. Cook, Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing Declaration of Covenants, Conditions and Restrictions was acknowledged before me this 11 day of July, 1979 by GEORGE H. FRANCIS and ROBERT B. COOK, respectively as President and Secretary of WINCHESTER COURTS HOMEOWNERS ASSOCIATION, INC., a Florida corporation and they acknowledged that they executed same on behalf of the Corporation.



Mark Wilson
Notary Public, State of
Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 1, 1981
BONDED THRU GENERAL INS. UNDERWRITERS

LEGAL DESCRIPTION

Tracts 1, 2, 3, 4, 5, 6 and 7 of Replat No. 1 of Plat No. 4 as recorded in Plat Book 32, pages 186 and 187, City of Palm Beach Gardens, County of Palm Beach, Florida.

Together with the adjoining following described property:

A parcel of land in Section 1, Township 42 South, Range 42 East, being more particularly described as follows:

Start at the center of said Section 1, thence South 89°53'04" East along the East-West quarter (1/4) section line, and the South line of Tract 4, Replat No. 1 of Plat No. 4, City of Palm Beach Gardens, as recorded in Plat Book 32, pages 186 and 187, of the Public Records of Palm Beach County, Florida, a distance of 250.72 feet to the Point of Beginning of the herein described property. Said Point of Beginning also being a point on a curve concave to the Southeast, having a radius of 959.90 feet, and whose center bears South 52°13'01" East, thence continue along the South line of said Replat No. 1 and the arc of said curve through a central angle of 22°-26'48", a distance of 376.10 feet to the point of tangency of said curve, thence North 60°13'47" East, a distance of 982.55 feet to the Southeast corner of Tract 1 of said Replat, thence South 29°46'13" East, a distance of 42.0 feet; thence South 60°13'47" West, a distance of 982.55 feet to the point of curvature of a curve concave to the Southeast, and having a radius of 917.90 feet, thence along the arc of said curve through a central angle of 20°23'38", a distance of 326.72 feet; thence North 89°53'04" West, a distance of 53.80 feet to the Point of Beginning of the herein described property; said parcel containing 1.286 acres, more or less.

Record and return to:
Jack S. Cox, Esquire
Suite 301
4114 Northlake Blvd.
Palm Beach Gardens, FL 33410

MAR-21-1988 02:55pm 88-073324

ORB 5609 P 205

This document has been executed in counterparts
for the sake of expediency.

**AMENDMENT TO DECLARATION
OF PARTY FACILITIES FOR
WINCHESTER COURTS
PALM BEACH COUNTY, FLORIDA**

THIS AMENDMENT to the Declaration of Party Facilities for Winchester Courts, Palm Beach County, Florida, is made and entered into this 21 day of February, 1988, by Winchester Development Corporation, James W. O'Hern and Rita A. O'Hern, Gregario Albert Sabaj and Ruth M. Sabaj, Miroslaw T. Lobasz and Patricia A. Lobasz, Gary Russo and Catherine Russo, Drew R. Duncan and Brenda G. Duncan, Earl Lee and Billie C. Lee, Joy M. Holmes, Raymond Brion and Sheila Brion, George B. McGowan and Mary J. McGowan, Joe A. Wright and Gloria Wright, and joined by Home Savings of America, F.A., Florida Federal Savings & Loan Association, First American Bank & Trust, City Federal Savings & Loan Association, Commonwealth Mortgage Company of America, L.P., Limited Partnership, Barnett Bank of Palm Beach County, CitiCorp Savings of Florida, Security First Federal Savings & Loan Association, Investors Federal Savings & Loan Association, as Mortgagees, First National Bank of Lake Park, N.A., and Winchester Courts Homeowners Association, Inc.

WHEREAS, on July 9, 1979, the original Declaration of Party Facilities for Winchester Courts, Palm Beach County, Florida was executed by Winchester Development Corporation and recorded on July 16, 1979 in Official Record Book 3098 at Page 1422 through Page 1427, Public Records of Palm Beach County, Florida; and

WHEREAS, the floor plan and the party wall configuration originally set forth in Exhibit B to the original Declaration of Party Facilities for Winchester Courts, Palm Beach County, Florida has been significantly altered in design as to the interior common party walls for Buildings 22 through 32, inclusive; and

WHEREAS, Buildings 22 through 32, inclusive, of Winchester Courts, according to the Plat thereof, as recorded in Plat Book 37, Pages 153 through 155, have been constructed and/or will be constructed with the modified party wall as shown on Exhibit No. 1 to this Amendment to the Declaration of Party Facilities for Winchester Courts, Palm Beach County, Florida; and

WHEREAS, the Parties hereto are desirous of declaring that each of the common walls, as shown on Exhibit No. 1, are to be common party walls; and

WHEREAS, each of the Parties is further desirous that this Amended Declaration be construed and create a covenant running with the land,

NOW, THEREFORE, in consideration of Ten Dollars (\$10.) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged by, between, and among the Parties hereto, it is hereby DECLARED that the completed party walls and/or that the party walls upon completion, contained in Buildings 22 through 32, inclusive, of Winchester Courts, according to the Plat thereof, as recorded in Plat Book 37, Pages 153 through 155, Public Records of Palm Beach County, Florida, shall separate four (4) separate townhouse units and shall be controlled by and subjected to those Declarations of Party Facilities for Winchester Courts, Palm Beach County, Florida, as recorded on July 16, 1979, in Official Record Book 3098, Page 1422 through 1423, with the exception that the party wall

shall be as depicted on Exhibit No. 1 to this Amendment and with the exception that Exhibit No. 1 shall only apply to the following described real property located in Palm Beach County, Florida:

Units A, B, C, and D of Buildings 22 through 32, inclusive of Winchester Courts, according to the Plat thereof, as recorded in Plat Book 37, Pages 153 through 155, Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, the Parties herunto have caused these presents to be executed in their names, individually, and/or as duly authorized officers and that their hands and seals have been affixed hereto on the day and date appearing with their signature.

WINCHESTER DEVELOPMENT CORPORATION

George H. Francis
George H. Francis, Vice President

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared George H. Francis, as Vice President of Winchester Development Corporation, to me well known and known to me to be the person described in and who executed the foregoing Amendment, and he acknowledged to and before me that he executed said Amendment, in said capacity, and for the purposes therein expressed.

WITNESS my Hand and Official Seal this 8 day of February, 1988.

(seal)

James White
Notary Public, State of Florida
My Commission Expires: 3/17/90

James W. O'Hern
Melanie O'Hern

James W. O'Hern
James W. O'Hern
Rita A. O'Hern
Rita A. O'Hern

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared James W.

O'Hern and Rita A. O'Hern, to me well known and known to me to be the persons described in and who executed the foregoing Amendment, and they acknowledged to and before me that they executed said Amendment for the purposes therein expressed.

WITNESS my Hand and Official Seal this 11 day of ^{March} February, 1988.

(seal)

Jurid White
Notary Public, State of Florida
My Commission Expires: 3/17/90

Jurid White
Marene J. Hannon

Gregorio Albert Sabaj
Ruth M. Sabaj

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared Gregorio Albert Sabaj and Ruth M. Sabaj, to me well known and known to me to be the persons described in and who executed the foregoing Amendment, and they acknowledged to and before me that they executed said Amendment for the purposes therein expressed.

WITNESS my Hand and Official Seal this 11 day of ^{March} February, 1988.

(seal)

Jurid White
Notary Public, State of Florida
My Commission Expires: 3/17/90

Jurid White
Marene J. Hannon

Mirosław T. Łobasz
Patricia A. Łobasz

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared Mirosław T.

Lohasz and Patricia A. Lohasz, to me well known and known to me to be the persons described in and who executed the foregoing Amendment, and they acknowledged to and before me that they executed said Amendment for the purposes therein expressed.

WITNESS my Hand and Official Seal this 7 day of ^{March} February, 1988.

(seal)

Juan White
Notary Public, State of Florida
My Commission Expires: 3/17/90

Juan White
Melanie Duncan

Gary Russo
Gary Russo
Catherine Russo
Catherine Russo

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared Gary Russo and Catherine Russo, to me well known and known to me to be the persons described in and who executed the foregoing Amendment, and they acknowledged to and before me that they executed said Amendment for the purposes therein expressed.

WITNESS my Hand and Official Seal this 4 day of ^{March} February, 1988.

(seal)

Juan White
Notary Public, State of Florida
My Commission Expires: 3/17/90

Juan White
Melanie Duncan

Drew R. Duncan
Drew R. Duncan
Brenda G. Duncan
Brenda G. Duncan

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared Drew R.

Duncan and Brenda G. Duncan, to me well known and known to me to be the persons described in and who executed the foregoing Amendment, and they acknowledged to and before me that they executed said Amendment for the purposes therein expressed.

WITNESS my Hand and Official Seal this 8 day of ^{March}~~February~~, 1988.

(seal)

Jurard White
Notary Public, State of Florida
My Commission Expires: 3/17/90

Jurard White
Brenda G. Duncan)
Earl Lee
Earl Lee)
Billie C. Lee
Billie C. Lee)

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared Earl Lee and Billie C. Lee, to me well known and known to me to be the persons described in and who executed the foregoing Amendment, and they acknowledged to and before me that they executed said Amendment for the purposes therein expressed.

WITNESS my Hand and Official Seal this 8 day of ^{March}~~February~~, 1988.

(seal)

Jurard White
Notary Public, State of Florida
My Commission Expires: 3/17/90

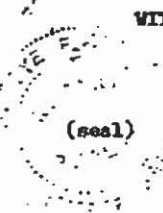
Reggie H. Francis
Donald J. Lee)
Joy M. Holmes
Joy M. Holmes)

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared Joy M. Holmes, to me well known and known to me to be the person described in and who executed the foregoing Amendment, and she acknowledged to and before me

that she executed said Amendment for the purposes therein expressed.

WITNESS my Hand and Official Seal this 1 day of ^{March}~~February~~, 1988.



George L. Kelli
Notary Public, State of Florida
My Commission Expires: March 1, 1989
Notary Public, State of Florida
My Commission Expires Jan. 23, 1989
Shaded Plus Very Fine - Minimum, Inc.

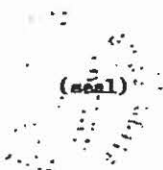
Juan White
Melene Dawson

R. Brion
Raymond Brion
Sheila Brion
Sheila Brion

STATE OF FLORIDA }
COUNTY OF PALM BEACH }

Before me, the undersigned authority, personally appeared Raymond Brion and Sheila Brion, to me well known and known to me to be the persons described in and who executed the foregoing Amendment, and they acknowledged to and before me that they executed said Amendment for the purposes therein expressed.

WITNESS my Hand and Official Seal this 15 day of ^{March}~~February~~, 1988.



Juan White
Notary Public, State of Florida
My Commission Expires: 3/17/96

Juan White
Melene Dawson

George B. McGowan
George B. McGowan
Mary J. McGowan
Mary J. McGowan

STATE OF FLORIDA }
COUNTY OF PALM BEACH }

Before me, the undersigned authority, personally appeared George B. McGowan and Mary J. McGowan, to me well known and known to me to be the persons described in and who executed the foregoing Amendment, and they acknowledged to and before me that they executed said Amendment for the

purposes therein expressed.

WITNESS my Hand and Official Seal this 8 day of ^{March} February, 1988.

(seal)

June White
Notary Public, State of Florida
My Commission Expires: 3/17/90

June White
Mallory Palmer

Joe A. Wright
Joe A. Wright
Gloria Wright
Gloria Wright

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared Joe A. Wright and Gloria Wright, to me well known and known to me to be the persons described in and who executed the foregoing Amendment, and they acknowledged to and before me that they executed said Amendment for the purposes therein expressed.

WITNESS my Hand and Official Seal this 7 day of ^{March} February, 1988.

(seal)

June White
Notary Public, State of Florida
My Commission Expires: 3/17/90

JOINDER

The undersigned hereby join in the Amendment to the Declaration for Party Facilities for Winchester Courts, Palm Beach County, Florida:

HOME SAVINGS OF AMERICA, F.A.

Kevin O'Rawe, Regional Vice President

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared

Kevin O'Rawe

purposes therein expressed.

WITNESS my Hand and Official Seal this ____ day of February, 1988.

(seal)

Notary Public, State of Florida
My Commission Expires:

Joe A. Wright

Gloria Wright

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared Joe A. Wright and Gloria Wright, to me well known and known to me to be the persons described in and who executed the foregoing Amendment, and they acknowledged to and before me that they executed said Amendment for the purposes therein expressed.

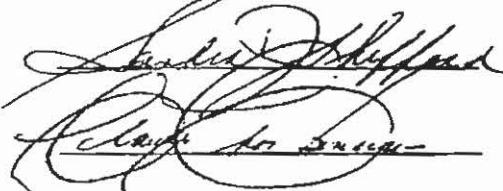
WITNESS my Hand and Official Seal this ____ day of February, 1988.

(seal)

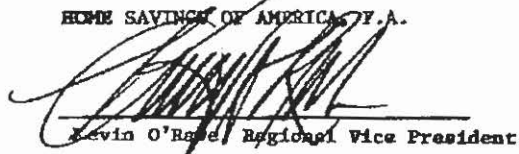
Notary Public, State of Florida
My Commission Expires:

JOINDER

The undersigned hereby join in the Amendment to the Declaration for Party Facilities for Winchester Courts, Palm Beach County, Florida:



HOME SAVINGS OF AMERICA, F.A.


Kevin O'Rave, Regional Vice President

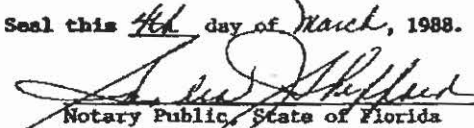
STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared
Kevin O'Rave

, as Reg. V.P. of Home Savings of America, F.A., to me well known and known to me to be the person described in and who executed the foregoing Amendment, and he acknowledged to and before me that he executed said Amendment, in said capacity, and for the purposes therein expressed.

WITNESS my Hand and Official Seal this 4th day of March, 1988.

(seal)


Notary Public, State of Florida
My Commission Expires:
My Commission Expires March 19, 1989
Bound by This Seal - Notary, Inc.

FLORIDA FEDERAL SAVINGS & LOAN
ASSOCIATION

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared
, as of Florida Federal Savings & Loan Association, to me well known and known to me to be the person described in and who executed the foregoing Amendment, and he acknowledged to and before me that he executed said Amendment, in said capacity, and for the purposes therein expressed.

WITNESS my Hand and Official Seal this ____ day of February, 1988.

(seal)

Notary Public, State of Florida
My Commission Expires:

FIRST AMERICAN BANK & TRUST

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared
, as of First American Bank & Trust to me well known and

as _____ of Home Savings of America, F.A., to me well known and known to me to be the person described in and who executed the foregoing amendment, and he acknowledged to and before me that he executed said Amendment, in said capacity, and for the purposes therein expressed.

WITNESS my Hand and Official Seal this _____ day of February, 1988.

(seal)

Notary Public, State of Florida
My Commission Expires:

[Signature]
[Signature]

FLORIDA FEDERAL SAVINGS & LOAN
ASSOCIATION

[Signature]

STATE OF FLORIDA)
COUNTY OF ~~PALM BEACH~~)
Pinellas County

Before me, the undersigned authority, personally appeared Amanda R. Dietz, as Sr. Vice Pres of Florida Federal Savings & Loan Association, to me well known and known to me to be the person described in and who executed the foregoing Amendment, and he acknowledged to and before me that he executed said Amendment, in said capacity, and for the purposes therein expressed.

WITNESS my Hand and Official Seal this 25th day of February, 1988.

(seal)

[Signature]
Notary Public, State of Florida
My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires August 5, 1989
BONDED THRU AGENT'S NOTARY BROKERAGE

FIRST AMERICAN BANK & TRUST

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared
as _____ of First American Bank & Trust to me well known and

, as Reg. V.P. of Home Savings of America, F.A., to me well known and known to me to be the person described in and who executed the foregoing Amendment, and he acknowledged to and before me that he executed said Amendment, in said capacity, and for the purposes therein expressed.

WITNESS my Hand and Official Seal this 4th day of March, 1988.

(seal)

[Signature]
Notary Public, State of Florida
My Commission Expires: March 17, 1989
Revised This Year Two : November, 1987

FLORIDA FEDERAL SAVINGS & LOAN
ASSOCIATION

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared
, as of Florida Federal Savings & Loan Association, to me well known and known to me to be the person described in and who executed the foregoing Amendment, and he acknowledged to and before me that he executed said Amendment, in said capacity, and for the purposes therein expressed.

WITNESS my Hand and Official Seal this ____ day of February, 1988.

(seal)

Notary Public, State of Florida
My Commission Expires:

[Signature: Frank Caselli]

FIRST AMERICAN BANK & TRUST

[Signature: Cynthia A. Sullivan]

[Signature: Mark B. Beatty] S.V.P.

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared MARK B. BEATTY, as S.V.P. of First American Bank & Trust to me well known and

known to me to be the person described in and who executed the foregoing Amendment, and he acknowledged to and before me that he executed said Amendment, in said capacity, and for the purposes therein expressed.

WITNESS my Hand and Official Seal this 9th day of ^{MARCH} February, 1988.

(seal)

Carroll A. Sullivan
Notary Public, State of Florida
My Commission Expires:

CITY FEDERAL SAVINGS & LOAN
ASSOCIATION

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared _____, as _____ of City Federal Savings & Loan Association, to me well known and known to me to be the person described in and who executed the foregoing Amendment, and he acknowledged to and before me that he executed said Amendment, in said capacity, and for the purposes therein expressed.

WITNESS my Hand and Official Seal this _____ day of February, 1988.

(seal)

Notary Public, State of Florida
My Commission Expires:

COMMONWEALTH MORTGAGE COMPANY OF
AMERICA, L.P.

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared _____

known to me to be the person described in and who executed the foregoing Amendment, and he acknowledged to and before me that he executed said Amendment, in said capacity, and for the purposes therein expressed.

WITNESS my Hand and Official Seal this 29 day of February, 1988.

(seal)

Notary Public, State of Florida
My Commission Expires:

x Anna Kowalski
Anna Kowalski

CITY FEDERAL SAVINGS BANK f/k/a
CITY FEDERAL SAVINGS & LOAN ASSOCIATION

x Janet Wojciechowski
Janet Wojciechowski
STATE OF ~~FLORIDA~~ NEW JERSEY
COUNTY OF ~~PALM BEACH~~ SOMERSET

x Phyllis R. Edwards
Phyllis R. Edwards
Assistant Vice President

Before me, the undersigned authority, personally appeared
, as of City Federal Savings Bank to me
well known and known to me to be the person described in and who executed
the foregoing Amendment, and he acknowledged to and before me that he
executed said Amendment, in said capacity, and for the purposes therein
expressed.

WITNESS my Hand and Official Seal this 29 day of February, 1988.

(seal)

x William D. O'Connor
Notary Public, State of Florida
My Commission Expires:
WILLIAM D. O'CONNOR
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 26, 1991

COMMONWEALTH MORTGAGE COMPANY OF
AMERICA, L.P.

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared

known to me to be the person described in and who executed the foregoing Amendment, and he acknowledged to and before me that he executed said Amendment, in said capacity, and for the purposes therein expressed.

WITNESS my Hand and Official Seal this ____ day of February, 1988.

(seal)

Notary Public, State of Florida
My Commission Expires:

CITY FEDERAL SAVINGS & LOAN
ASSOCIATION

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared
, as of City Federal Savings & Loan Association, to me
well known and known to me to be the person described in and who executed
the foregoing Amendment, and he acknowledged to and before me that he
executed said Amendment, in said capacity, and for the purposes therein
expressed.

WITNESS my Hand and Official Seal this ____ day of February, 1988.

(seal)

Notary Public, State of Florida
My Commission Expires:

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared
Wallace W. Stevens, Jr., Assistant Vice President

COMMONWEALTH MORTGAGE COMPANY OF
AMERICA, L.P.

Wallace W. Stevens, Jr., Asst. Vice President

, as *Asst. Vice President* of Commonwealth Mortgage Company of America L.P. to me well known and known to me to be the person described in and who executed the foregoing Amendment, and he acknowledged to and before me that he executed said Amendment, in said capacity, and for the purposes therein expressed.

WITNESS my Hand and Official Seal this 27th day of February, 1988.

(seal)

Catherine B. Hays
Notary Public, State of Florida
My Commission Expires: _____
NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP. NOV. 15, 1991
BONDED, THIRD CENTRAL INS. CO.

BARNETT BANK OF PALM BEACH COUNTY

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared _____, as _____ of Barnett Bank of Palm Beach County, to me well known and known to me to be the person described in and who executed the foregoing Amendment, and he acknowledged to and before me that he executed said Amendment, in said capacity, and for the purposes therein expressed.

WITNESS my Hand and Official Seal this _____ day of February, 1988.

(seal)

Notary Public, State of Florida
My Commission Expires: _____

CITICORP SAVINGS OF FLORIDA

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared _____

, as of Commonwealth Mortgage Company of America, to me well known and known to me to be the person described in and who executed the foregoing Amendment, and he acknowledged to and before me that he executed said Amendment, in said capacity, and for the purposes therein expressed.

WITNESS my Hand and Official Seal this _____ day of February, 1988.

(seal)

Notary Public, State of Florida
My Commission Expires:

John D. Huntington
William D. Acosta

BARNETT BANK OF PALM BEACH COUNTY

BY: *W. D. Acosta*
Senior Vice President

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared Winthrop D. Acosta, as ^{Senior Vice} President of Barnett Bank of Palm Beach County, to me well known and known to me to be the person described in and who executed the foregoing Amendment, and he acknowledged to and before me that he executed said Amendment, in said capacity, and for the purposes therein expressed.

March
WITNESS my Hand and Official Seal this 2nd day of February, 1988.

(seal)

William L. Hunt
Notary Public, State of Florida
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR 10, 1988
BONDED TWO THOUSAND DOLLARS, U.S.D.

CITICORP SAVINGS OF FLORIDA

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared

, as of Commonwealth Mortgage Company of America, to me well known and known to me to be the person described in and who executed the foregoing Amendment, and he acknowledged to and before me that he executed said Amendment, in said capacity, and for the purposes therein expressed.

WITNESS my Hand and Official Seal this ____ day of February, 1988.

(seal)

Notary Public, State of Florida
My Commission Expires:

BARNETT BANK OF PALM BEACH COUNTY

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared
, as of Barnett Bank of Palm Beach County, to me well known and known to me to be the person described in and who executed the foregoing Amendment, and he acknowledged to and before me that he executed said Amendment, in said capacity, and for the purposes therein expressed.

WITNESS my Hand and Official Seal this ____ day of February, 1988.

(seal)

Notary Public, State of Florida
My Commission Expires:

[Signature]

CITICORP SAVINGS OF FLORIDA

[Signature: Kathleen E. Heaney]

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

[Signature: John Geng]
John Geng, Vice President of Citicorp Mortgage, Inc. an authorized signatory pursuant to resolution adopted on December 7, 1987.

Before me, the undersigned authority, personally appeared

, as of CitiCorp Savings of Florida, to me well known and known to me to be the person described in and who executed the foregoing Amendment, and he acknowledged to and before me that he executed said Amendment, in said capacity, and for the purposes therein expressed.

WITNESS my Hand and Official Seal this 1st day of JANUARY, 1988.

(seal)

Notary Public, State of Florida
My Commission Expires:

CAROL A. BROWN

SECURITY FIRST FEDERAL SAVINGS &
LOAN ASSOCIATION

JOHN D. OLIVE

JEAN M. WEBBER

STATE OF FLORIDA)
COUNTY OF ~~DADE~~ DADE)
Volusia

Before me, the undersigned authority, personally appeared Jean M. Webber, as Asst. VP of Security First Federal Savings & Loan Association, to me well known and known to me to be the person described in and who executed the foregoing Amendment, and he acknowledged to and before me that he executed said Amendment, in said capacity, and for the purposes therein expressed.

WITNESS my Hand and Official Seal this 3rd day of MARCH, 1988.

(seal)

CAROL A. BROWN
Notary Public, State of Florida
My Commission Expires: BY COMMISSION EXP. JULY 22, 1990
BOARDED 1989 GENERAL 185, UNC.

INVESTORS FEDERAL SAVINGS & LOAN
ASSOCIATION

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared

John Gang, Vice President CitiCorp Mortgage, Inc., to me well known and known to me to be the person described in and who executed the foregoing Amendment, and he acknowledged to and before me that he executed said Amendment, in said capacity, and for the purposes therein expressed.

WITNESS my Hand and Official Seal this 10 day of March

Butler A. Smith
Notary Public, State of MISSOURI
My Commission Expires:



(seal)

SECURITY FIRST FEDERAL SAVINGS &
LOAN ASSOCIATION

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared
, as of Security First Federal Savings & Loan Association,
to me well known and known to me to be the person described in and who
executed the foregoing Amendment, and he acknowledged to and before me that
he executed said Amendment, in said capacity, and for the purposes therein
expressed.

WITNESS my Hand and Official Seal this ____ day of February, 1988.

(seal)

Notary Public, State of Florida
My Commission Expires:

INVESTORS FEDERAL SAVINGS & LOAN
ASSOCIATION

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared

as of CitiCorp Savings of Florida, to me well known and known to me to be the person described in and who executed the foregoing Amendment, and he acknowledged to and before me that he executed said Amendment, in said capacity, and for the purposes therein expressed.

WITNESS my Hand and Official Seal this ____ day of February, 1988.

(seal)

Notary Public, State of Florida
My Commission Expires:

Robin De LaLlana

SECURITY FIRST FEDERAL SAVINGS &
LOAN ASSOCIATION

STATE OF FLORIDA)
COUNTY OF Broward)

Before me, the undersigned authority, personally appeared Robin De LaLlana, as Vice-President of Investors Federal Savings & Loan Association, to me well known and known to me to be the person described in and who executed the foregoing Amendment, and he acknowledged to and before me that he executed said Amendment, in said capacity, and for the purposes therein expressed.

WITNESS my Hand and Official Seal this 29th day of February, 1988.

(seal)

Linda K. Goldbaum
Notary Public, State of Florida
My Commission Expires:

Notary Public
State of Florida at Large
My Commission Expires Sept. 22, 1989

Erica A. V. Black
Karen L. Fran

INVESTORS FEDERAL SAVINGS & LOAN
ASSOCIATION

Robin De LaLlana

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared

, as of Investors Federal Savings & Loan Association, to me well known and known to me to be the person described in and who executed the foregoing Amendment, and he acknowledged to and before me that he executed said Amendment, in said capacity, and for the purposes therein expressed.

WITNESS my Hand and Official Seal this _____ day of February, 1988.

(seal)

Notary Public, State of Florida
My Commission Expires:

Janice C. Dover

June White

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

FIRST NATIONAL BANK OF LAKE PARK,
N.A.

Richard R. Montgomery

Before me, the undersigned authority, personally appeared Richard R. Montgomery, as President of First National Bank of Lake Park, to me well known and known to me to be the person described in and who executed the foregoing Amendment, and he acknowledged to and before me that he executed said Amendment, in said capacity, and for the purposes therein expressed.

WITNESS my Hand and Official Seal this 9th day of MARCH, 1988.

(seal)

Notary Public, State of Florida
My Commission Expires: 3/17/90

June White

Mallory Morrison

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

WINCHESTER COURTS HOMEOWNERS
ASSOCIATION, INC.

Paul Donald Schneller

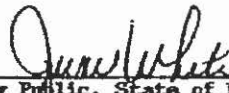
Paul Donald Schneller, President

Before me, the undersigned authority, personally appeared Paul Schneller, as President of Winchester Courts Homeowners Association, Inc., to

as well known and known to me to be the person described in and who executed the foregoing Amendment, and he acknowledged to and before me that he executed said Amendment, in said capacity, and for the purposes therein expressed.

WITNESS my Hand and Official Seal this 15 day of ^{March}~~February~~, 1988.

(seal)


Notary Public, State of Florida
My Commission Expires: 3/17/90

DECLARATION OF PARTY FACILITIES FOR
WINCHESTER COURTS
PALM BEACH COUNTY, FLORIDA

THIS DECLARATION, made this 9 day of July, 1979, by
WINCHESTER DEVELOPMENT CORPORATION.

W I T N E S S E T H:

WHEREAS, Declarant, WINCHESTER DEVELOPMENT COMPANY is the owner in fee simple of the property described in Schedule "A", situate and being in Palm Beach County, Florida; and

WHEREAS, Declarant is desirous of constructing upon the aforesaid property several buildings containing four (4) separate townhouse units connected by common walls as shown on Schedule "B" attached; and

WHEREAS, each such building is designed to be occupied solely by four (4) single families living independently of each other; and

WHEREAS, each such townhouse unit will share common walls with the adjacent townhouse units, and such common wall to be located on an imaginary line, as shown on Schedule "B", which is attached hereto and made a part hereof; and

WHEREAS, Declarant is desirous of declaring each of the above-described common walls to be a party wall; and

WHEREAS, Declarant is further desirous of setting forth the respective rights and duties of the purchasers, including its heirs, assigns, successors, and grantees, of the above-described townhouse units pertaining to said party walls; and

WHEREAS, Declarant is further desirous that this Declaration be construed to create a covenant running with the land;

NOW, THEREFORE, it is hereby declared that upon the completion of each of the buildings containing four (4) separate townhouse units, to be constructed on the aforesaid property:

1. The common walls and limited common property shared by the townhouse units; the walls being located on an imaginary line as shown on Schedule "B", and the limited common property being set forth in the separate Declaration of Covenants, Conditions and Restrictions of WINCHESTER COURTS, recorded in Palm Beach County Public Records shall be party walls, and limited common property for the successors and grantees, of each such townhouse unit.

2. In the event of damage or destruction of the party walls or the limited common property from any cause whatsoever, other than the negligence or willful misconduct of a townhouse owner, the townhouse owners shall, at their joint expenses, repair and rebuild said wall(s) and limited common property, and each townhouse owner shall have the right to full use as herein contained of said wall(s) and limited common property repaired or rebuilt. In the event it shall become necessary or desirable to perform maintenance on the whole or any part of the party wall(s), and limited common property, such expense shall be shared equally by the owner of the adjoining townhouse unit or his successor in title. Whenever such wall and limited common property or any part thereof, shall be rebuilt, it shall be erected in the same manner and at the same location where it shall initially be constructed, and shall be of the same size and of the same or similar materials and of like quality. Provided, that if such maintenance, repair or construction is brought about solely by the neglect or the willful misconduct of one (1) townhouse unit owner, any expense incidental thereto shall be borne solely by such wrongdoer. If a townhouse owner shall refuse to pay his share of such cost or all of such cost in the case of negligence or willful misconduct, any other townhouse unit owner or the WINCHESTER COURTS HOMEOWNERS ASSOCIATION, INC. may have such wall or limited common property repaired or reconstructed and shall be entitled to a lien on the townhouse of the owner so failing to pay for the amount of such defaulting owner's share of the repair or replacement. If a townhouse

owner shall give, or shall have given, a mortgage or mortgages upon his townhouse, then the mortgagee shall have the full right at his option to exercise the rights of his mortgagor as an owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repair hereunder and not reimbursed to said mortgagee by the townhouse unit owner. Any townhouse owner removing his improvements from the party wall or making use of the party wall or limited common property shall do so in such manner as to preserve all rights of the adjacent owner in the wall or limited common property, and shall save the adjacent owner harmless from all damage caused thereby to improvements then existing. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent townhouse unit shall not be deemed a trespass as long as the repairs and reconstruction necessitate such entries and shall be done in an expedient and workmanlike manner.

3. The owner of any townhouse unit sharing a party wall or limited common property with the adjoining townhouse unit shall not possess the right to cut windows or other openings in the party wall, nor make any alterations, additions or structural changes in the party wall or limited common property.

4. The owner of any such townhouse unit shall have the right to the full use of said party walls and limited common property for whatever purposes he chooses to employ, subject to the limitation that such use shall not infringe on the rights of the owner of an adjoining townhouse unit of his enjoyment of said walls or limited common property in any manner or in any manner impair the value of said walls or limited common property.

5. Each common wall and limited common property to be constructed on the above-described lots is to be and remain a party wall and limited common property for the perpetual use and benefit of the respective owners thereof, their heirs, assigns, successor and grantees, said lots being conveyed subject to this condition, and this condition shall be construed to be a covenant running with the land.

6. So long as there shall be a mortgage or mortgages upon any of the parcels described in Schedule "A", this Agreement shall not be modified, abandoned or extinguished without the consent of such mortgagee(s), and acquisition of one townhouse owner's property by any of the other owners shall not operate to render this Agreement void, useless or extinguished.

IN WITNESS WHEREOF, the Declarant has caused these presents to be signed in its name by a duly authorized officer and its seal affixed hereto on the day and year above written.

Signed, sealed and delivered
in the presence of:

WINCHESTER DEVELOPMENT COMPANY

5042001
Elizabeth J. Webb

By: George H. Francis
George H. Francis, Vice President
(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing Declaration of Party Facilities for WINCHESTER COURTS was acknowledged before me this 9 day of July, 1979 by George H. Francis, as President of WINCHESTER DEVELOPMENT COMPANY, a Florida corporation and he acknowledged that he executed same on behalf of the Corporation.

Wanda Diane Cecil
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 6, 1981
BONDED THRU GENERAL COS. UNDERWRITERS



The foregoing Declaration of Party Facilities for WINCHESTER COURTS is hereby approved and consented to by Royal American Realty, Inc. as Mortgagee pursuant to that certain mortgage recorded in Official Records Book 3036, at Page 352, Public Records of Palm Beach County, Florida.

WITNESSES:

ROYAL AMERICAN REALTY, INC.

Frederick J. Weiner

By: *B. D. Underwood*

B. D. Underwood, C.
Vice President

(CORPORATE SEAL)

James E. Underwood

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing consent to Declaration of Party Facilities for WINCHESTER COURTS was acknowledged before me this 9th day of July, 1979, by B. D. UNDERWOOD, as Vice President of ROYAL AMERICAN REALTY, INC., a Florida corporation and he acknowledged that he executed same on behalf of the Corporation.

(SEAL)

James E. Underwood
Notary Public, State of Florida

My Commission Expires: _____

NOTARY PUBLIC
STATE OF FLORIDA
COMMISSION EXPIRES: _____

The foregoing Declaration of Party Facilities of WINCHESTER COURTS is hereby approved and consented to by WINCHESTER COURTS HOMEOWNERS ASSOCIATION, INC..

WITNESSES:

WINCHESTER COURTS HOMEOWNERS
ASSOCIATION, INC.

S. D. Neal
Elizabeth J. Neale

By: George H. Francis
George H. Francis, President
Attest: Robert B. Cook
Robert B. Cook, Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing Declaration of Party Facilities was acknowledged before me this 9 day of July, 1979 by GEORGE H. FRANCIS and ROBERT B. COOK, respectively as President and Secretary of WINCHESTER COURTS HOMEOWNERS ASSOCIATION, INC., a Florida Corporation and they acknowledged that they executed same on behalf of the Corporation.

(SEAL)

David D. Neal
Notary Public, State of
Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT 6 1981
BONDED THRU GENERAL INS. UNDERWRITERS

LEGAL DESCRIPTION

Tracts 1, 2, 3, 4, 5, 6 and 7 of Replat No. 1 of Plat No. 4 as recorded in Plat Book 32, pages 186 and 187, City of Palm Beach Gardens, County of Palm Beach, Florida.

Together with the adjoining following described property:

A parcel of land in Section 1, Township 42 South, Range 42 East, being more particularly described as follows:

Start at the center of said Section 1, thence South 89°53'04" East along the East-West quarter (1/4) section line, and the South line of Tract 4, Replat No. 1 of Plat No. 4, City of Palm Beach Gardens, as recorded in Plat Book 32, pages 186 and 187, of the Public Records of Palm Beach County, Florida, a distance of 250.72 feet to the Point of Beginning of the herein described property. Said Point of Beginning also being a point on a curve concave to the Southeast, having a radius of 959.90 feet, and whose center bears South 52°13'01" East, thence continue along the South line of said Replat No. 1 and the arc of said curve through a central angle of 22°-26'48", a distance of 376.10 feet to the point of tangency of said curve, thence North 60°13'47" East, a distance of 982.55 feet to the Southeast corner of Tract 1 of said Replat, thence South 29°46'13" East, a distance of 42.0 feet; thence South 60°13'47" West, a distance of 982.55 feet to the point of curvature of a curve concave to the Southeast, and having a radius of 917.90 feet, thence along the arc of said curve through a central angle of 20°23'38", a distance of 320.72 feet; thence North 89°53'04" West, a distance of 53.80 feet to the Point of Beginning of the herein described property; said parcel containing 1.286 acres, more or less.

EXHIBIT B

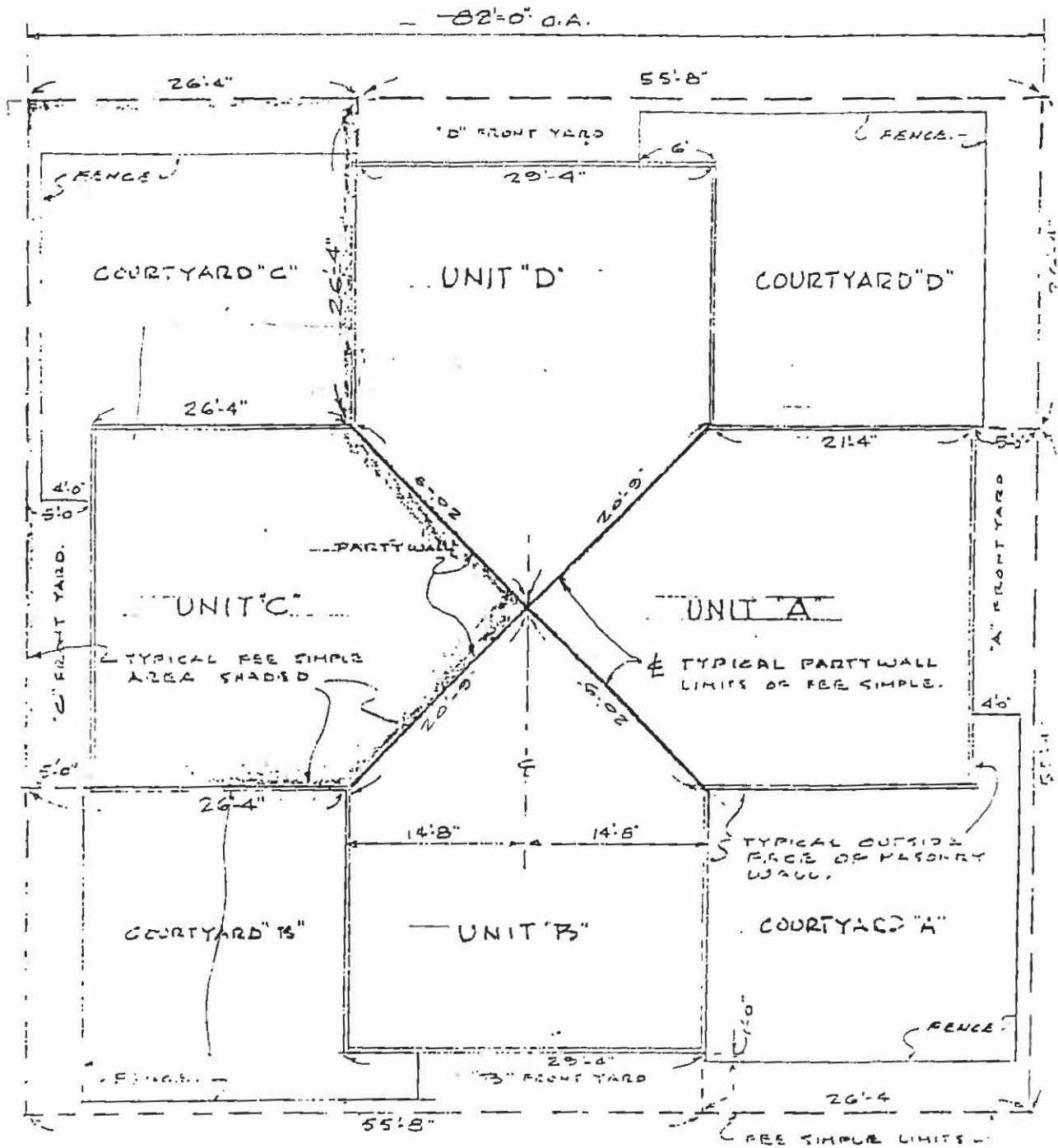


EXHIBIT "B"

TYPICAL PARTYWALL AND
FEE SIMPLE ARRANGEMENT

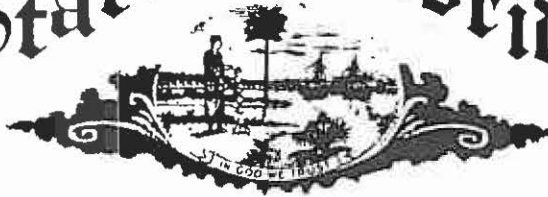
SCALE 1" = 10'

PAGE 5

OFF REC 3098 PG 1427

Board Verified
Palm Beach County, Fla.
John B. Dunkle
Clark Street Court

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of

WINCHESTER COURTS HOMEOWNERS ASSOCIATION, INC.

filed on the 6th day of July, A.D., 1979.

The Charter Number for this corporation is 747991.



CORP 104 Rev 1-79

Given under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
6th day of July, 1979.

Secretary of State

OFF REC 3100 PG 1784

FLORIDA — STATE OF THE ARTS

DESANTIS, C. "K"
P.O. BOX 14546 N.P.B.F.L.
25.00

ARTICLES OF INCORPORATION

OF

WINCHESTER COURTS

HOMEOWNERS ASSOCIATION, INC.

(A Corporation not for Profit)

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned persons do hereby make, subscribe and acknowledge that they have voluntarily associated themselves together for the purpose of forming a corporation not for profit, the Articles of Incorporation of which read as follows:

ARTICLE I

WINCHESTER COURTS

HOMEOWNERS ASSOCIATION, INC.

The name of the corporation is Winchester Courts Homeowners Association, Inc., hereafter called the "Association".

ARTICLE II

PRINCIPAL OFFICE

The initial principal office of the Association shall be located at 860 U. S. Highway One, North Palm Beach, Florida 33408.

ARTICLE III

REGISTERED AGENT AND REGISTERED OFFICE

ROBERT B. COOK, whose address is 860 U. S. Highway One, North Palm Beach, Florida 33408, is hereby appointed the initial registered agent of this Association, and his address is designated as the initial registered office of the Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, will make no distribution of income to its members, Directors, or Officers, and the specific purposes for which it is formed are to provide for the ownership, maintenance and preservation of the common area being developed as Winchester Courts, in Palm Beach Gardens, Palm Beach County, Florida, and to promote the health, safety, and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the

jurisdiction of this Association for this purpose to:

- (a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Clerk of the Circuit Court of Palm Beach County, Florida, and as the same may be amended from time to time as herein provided, said Declaration being incorporated herein as if set forth at length;
- (b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;
- (c) Acquire (by gift, purchase, or otherwise) own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) Borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (e) Dedicate, sell, or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the directors. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the directors, agreeing to such dedication, sale or transfer;
- (f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such

merger, consolidation, or annexation shall have the assent of two thirds (2/3) of each class of the members; and

- (g) Have and to exercise any and all powers, rights, and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have to exercise.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any single family unit within the property known as Winchester Courts of Palm Beach Gardens which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any unit which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any single Unit.

Class B. The Class B member(s) shall be the Declarant who shall be entitled to three (3) votes for each Unit owned including Units planned but not yet constructed on the Properties. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A memberships equal the total votes outstanding in the Class B memberships, or
(b) On January 1, 1981.

For purposes of these Articles reference to members of the Association

shall mean both the Class A and the Class B members.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by an initial Board of Directors, who need not be members of the Association. The number of Directors may be changed as hereinafter provided or by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

ROBERT B. COOK	860 U. S. Highway One North Palm Beach, Florida 33408
GEORGE H. FRANCIS	112 Yacht Club Drive North Palm Beach, Florida 33408
ROBERT F. SLATER	Plaza 222, Suite 215 U. S. Highway One Tequesta, Florida 33458

These directors or their successors shall serve until fifty (50%) percent of all possible units in the plat or plats of Winchester Courts, as is now recorded and as may be subsequently recorded in the Public Records of Palm Beach County, Florida, have been sold, with title thereto being recorded in the Public Records of Palm Beach County, Florida. The sole choice of successor directors until the aforesaid number of sales have been made shall be made by the remaining aforesaid initial members of the Board. When fifty (50%) percent of all such units have been sold, as defined above, one or more members of the Association shall have the right to petition the Association to hold a meeting of the members for the purpose of electing one (1) member to the Board to replace one of the above initial members or their successors, as the case may be. After the members of the Association hold such a meeting and election, the then serving members of the Board shall decide among themselves as to which member shall resign, and shall notify the members of the Association of their decision and forthwith hold a special meeting of the Board to recognize the new director.

After eighty (80%) percent of all such units have been sold, as defined above, one or more of the members of the Association shall have the right to petition the Association to hold a meeting of the members for the purpose of electing two (2) additional members to the Board to replace the

other two (2) above initial members or their successors, as the case may be. After such an election, a special meeting of the Board shall be held for the purpose of recognizing the new directors.

Until such levels of sales are achieved, as stated above, control of the Association shall be vested in a majority of the initial named directors, or their successors. The developer of the project, Winchester Development Corporation, in its sole discretion shall have veto power on any act of the Board of Directors that affects the marketability of any units in Winchester Courts that have not been sold and conveyed to original purchasers thereof until eighty (80%) percent of the units have been sold.

The number of members of the Board shall initially be three (3), but may be increased after eighty (80%) percent of the units have been sold, as stated above, to five (5) by vote of a majority of the members of the Association.

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any non-profit corporation, association, trust, or other organization to be devoted to such similar purposes.

ARTICLE IX

DURATION

The corporation shall exist perpetually.

ARTICLE X

AMENDMENTS

These Articles of Incorporation may be amended, altered, changed, or repealed by the affirmative vote of seventy-five (75%) percent of the entire membership, at a Member's meeting called for that purpose.

adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. Provided that, in the event of a settlement this right of indemnification will only apply if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification will be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE XIV

BY-LAWS

The first By-Laws of the Association will be adopted by the Board of Directors named herein, and may be altered, amended, or rescinded in the manner provided by said By-Laws.

IN WITNESS WHEREOF, the undersigned subscribers have executed these Articles of Incorporation this 6th day of July, 1979.

George H. Francis
George H. Francis

Robert F. Slater
Robert F. Slater

Robert B. Cook
Robert B. Cook

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 6th day of July, 1979 by GEORGE H. FRANCIS, ROBERT F. SLATER and ROBERT B. COOK.

Barbara Diane McNeil
Notary Public, State of Florida
at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 6 1981
BONDED WITH GENERAL INS. UNDERTAKERS

(SEAL)

Prepared by and return to:
Hartley & Morton, Attorneys at Law, P.A.
800 Village Square Crossing, Suite 222
Palm Beach Gardens, FL 33410

CFN 20110312519
OR BK 24702 PG 0045
RECORDED 08/19/2011 16:20:40
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0045 - 173; (129pgs)

**CERTIFICATE OF AMENDMENT TO THE BY-LAWS OF
WINCHESTER COURTS HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the By-Laws of WINCHESTER COURTS HOMEOWNERS ASSOCIATION, INC. was recorded in Official Record Book 3100, Page 1792, Public Records of Palm Beach County, Florida;

WHEREAS, Article VII, Section 7.02 of the By-Laws provides that the By-Laws may be amended by an instrument signed by not less than seventy-five (75%) percent of the Board of Directors and not less than seventy-five (75%) of the owners in WINCHESTER COURTS HOMEOWNERS ASSOCIATION, INC.;

WHEREAS, a duly noticed meeting of the membership was held on February 9, 2011, at which time there was a quorum present. A rolling vote was held and at least seventy-five (75%) percent of the Board of Directors and at least seventy-five (75%) percent of the entire membership consented to amend the By-Laws in the various particulars as set forth in the attached Exhibit "A" to this certificate;

WHEREAS, at least seventy-five (75%) percent of the Board of Directors and seventy-five (75%) of the owners written consents are attached hereto as Exhibit "B";

WHEREAS, the amendments and this Certificate shall be recorded in the Public Records of Palm Beach County, Florida;

NOW THEREFORE, the By-Laws of WINCHESTER COURTS HOMEOWNERS ASSOCIATION, INC. is hereby amended in the particulars as stated in Exhibit "A" attached hereto; said amendment shall run with the real property known as WINCHESTER COURTS HOMEOWNERS ASSOCIATION, INC., and shall be binding on all parties, having any right, title or interest in the said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and except as otherwise amended hereby, the By-Laws shall remain unchanged and in full force and effect.

CERTIFICATE OF ADOPTION OF AMENDMENT

We hereby certify that the Amendment attached to this certificate was duly adopted as an amendment to the above referenced By-Laws; and the required percentage of members of the Board of Directors and members consented and did approve same.

Dated this 9th day of August 2011.

WITNESSES:

Sign: Linda N Pyburn

Print: LINDA N PYBURN

Sign: Krystal Cross

Print: Krystal Cross

WINCHESTER COURTS HOMEOWNERS
ASSOCIATION, INC.

By: Rose K. White
President

Print: ROSE K. WHITE

Current Address: 4270 B HAZEL AVE

FOREMAN BAY GARDENS FL 33410

Attest: [Signature]
SECRETARY

Print: Michael McCarthy
(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 9th day of August 2011 by
Rose K. White, President of WINCHESTER COURTS HOMEOWNERS
ASSOCIATION, INC., who is personally known to me or who has produced _____
as identification and who did take an oath.

NOTARY PUBLIC STATE OF FLORIDA
B. Jamison
Commission # D1825800
Expires: OCT. 07, 2012
NOTED THIRD ATLANTIC BORROWING CO., INC.

NOTARY PUBLIC
Sign: [Signature]
Print: B. JAMISON
State of Florida at Large (seal)
My Commission Expires:

The foregoing instrument was acknowledged before me this 9th day of August 2011 by
Mike McCarthy, Secretary of WINCHESTER COURTS HOMEOWNERS
ASSOCIATION, INC., who is personally known to me or who has produced _____
as identification and who did take an oath.

NOTARY PUBLIC STATE OF FLORIDA
B. Jamison
Commission # D1825800
Expires: OCT. 07, 2012
NOTED THIRD ATLANTIC BORROWING CO., INC.

NOTARY PUBLIC
Sign: [Signature]
Print: B. JAMISON
State of Florida at Large (seal)
My Commission Expires:

EXHIBIT "A"

AMENDMENT TO THE BY-LAWS OF WINCHESTER COURTS HOMEOWNERS ASSOCIATION, INC. RECORDED IN OFFICIAL RECORDS BOOK 3100, PAGE 1792 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

(New language is underlined; deleted language is ~~struck through~~)

1. Article VI, Section 6.03 of the By-Laws of Winchester Courts Homeowners Association, Inc. is amended to read as follows:

6.03 Assessments. Assessments against the owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 31 preceding the year for which the assessments are made. Such assessments shall be due in ~~four (4) equal installments on the first days of January, April, July and October~~ twelve (12) monthly installments on the first day of each month of the year for which the assessments are made. Upon unanimous approval of the Board of Directors and without necessity of approval of the members, the frequency of payment of installments of the annual assessment may be changed from time to time from monthly to quarterly and from quarterly to monthly based on circumstances existing at the time of the unanimous approval of the Board of Directors. In the event that there is not unanimous approval of the Board of Directors to change the frequency of payment of installments of the annual assessment, then it will be necessary that the members approve an amendment to these By-Laws to change the frequency of payment of installments of the annual assessment from the last change in frequency of payment unanimously approved by the Board of Directors. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and semi-annual installments on such assessment shall be due on each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors if the accounts of the amended budget do not exceed the limitations for that year. Any account that does exceed such limitation shall be subject to the prior approval of the membership of the Association as previously required by these By-Laws. Assessments for repair and maintenance of the limited common property shall be made as funds are expended or liability therefore is incurred by the Association. Each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the unit against which the assessment is made. Any assessments which are not paid when due are considered delinquent. If the assessment is not paid within fifteen (15) days after the due date, a late fee of Twenty-Five Dollars (\$25.00) shall be charged. If the assessment is not paid within twenty (20) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten (10%) percent per annum until paid. The Association may bring an action at law against the unit owner personally obligated to pay same or foreclose the lien against the unit. Interest, suit costs and reasonable attorney's fees incurred in any such actions shall be added to the amount of such assessment. No member or unit owner may waive or otherwise escape the liability for assessments provided for herein by non-use or partial use of the common property or the limited common property or claim or offset against the Association or abandonment of his unit.

Prepared by and return to:
Natalie C. Chin-Lenn, Esquire
2300 Palm Beach Lakes Boulevard
Suite 308
West Palm Beach, FL 33409

CFN 20060076489
OR BK 19900 PG 1354
RECORDED 02/07/2006 13:22:42
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1354 - 1357; (4pgs)

**CERTIFICATE OF AMENDMENT TO THE BYLAWS OF
WINCHESTER COURTS HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the Bylaws of WINCHESTER COURTS was recorded in Official
Record Book 3100, Page 1792, Public Records of Palm Beach County, Florida;

WHEREAS, Article VII of the Bylaws provides that the Bylaws may be amended
upon receipt of the approval of not less than seventy five percent of the board of directors
and not less than seventy five percent of the vote of the entire membership;

WHEREAS, the amendment was unanimously approved by the board of directors;

WHEREAS, a meeting of the membership was held on January 30 2006, was
duly noticed and at which time there was a quorum and at which time at least a seventy
five percent of the entire membership approved the amendment to the Bylaws in the
various particulars as set forth in the attached Exhibit "1" to this certificate;

WHEREAS, the amendments and this Certificate shall be recorded in the Public
Records of Palm Beach County, Florida;

NOW THEREFORE, the BYLAWS of WINCHESTER COURTS is hereby
amended in the particulars as stated in Exhibit "1" attached hereto; said amendments shall
run with the real property known as WINCHESTER COURTS, and shall be binding on
all parties, having any right, title or interest in the said real property or any part thereof,
their heirs, successors and assigns, and shall inure to the benefit of each owner thereof;
and except as otherwise amended hereby, the Bylaws shall remain unchanged and in full
force and effect.

CERTIFICATE OF ADOPTION OF AMENDMENTS

EXHIBIT "1"
AMENDMENT TO THE BYLAWS OF WINCHESTER COURTS
RECORDED IN OFFICIAL RECORDS BOOK 3100, PAGE 1792

As used herein the following shall apply:

- A. Words in the text are lined through with (—) indicates deletions from the present text.
- B. Words in the text which are underlined indicates additions to the present text.
- C. If the above format would make understanding of the proposed amendment difficult, then instead, the proposal will be preceded by a reference that the document is substantially re-worded and reference made to the particular article of the present text.

1. The Section 6.02(d) of the Bylaws for Winchester Courts recorded at Official Records Book 3100, Page 1792 shall be amended as follows:

(d) Betterments, which shall include the funds to be used for capital expenditures for additional improvements to the common property, or for additional personal property; provided, however, that in the expenditure of this fund no sum in excess of One Thousand Dollars (\$1,000.00) shall be expended for a single item or for a single purpose without the approval of a majority of the members of the Association (approval is not required for costs of installation and construction for mitigation measures funded by the City of Palm Beach Gardens related to Resolution 150, 2005 of the City of Palm Beach Gardens.)

NOTICE: EXCEPT AS AMENDED ABOVE THE BYLAWS SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENTS SHALL BE EFFECTIVE WHEN RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

C:\WinchesterCourts\Bylaws\Amendment

We hereby certify that the Amendments attached to this certificate were duly adopted as amendments to the above-referenced Bylaws; and the required percentage of owners and board of directors at a meeting with a quorum present did approve same.

DATED this 6 day of February, 2006.

WITNESSES:

Sign [Signature]

Print Stephen R. Polino

Sign [Signature]

Print Lydia Melville

WINCHESTER COURTS
HOMEOWNERS ASSOCIATION, INC.

By: [Signature]

Print PRESIDENT
KEITH BRYER

Current Address 4538 A. WHEEL ME
P.B.G., FL. 33410

Attest [Signature]

SECRETARY

Print [Signature]
(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 6 day of February, 2006 by Keith Bryer President of WINCHESTER COURTS HOMEOWNERS ASSOCIATION, INC., who is personally known to me or who has produced _____ (if left blank), personal knowledge existed) as identification and who did take an oath.



NOTARY PUBLIC

Sign [Signature]

Print Diane M. Holladay

State of Florida at Large (scal)

My Commission Expires: 4/2/09

The foregoing instrument was acknowledged before me this 6 day of February, 2006 by Stephen R. Polino Secretary of WINCHESTER COURTS HOMEOWNERS ASSOCIATION, INC., who is personally known to me or

who has produced _____ (if left blank), personal knowledge existed) as
identification and who did take an oath.



Diane M. Holladay
Commission #ED398071
Expires: Apr 02, 2009
Bonded To:
Atlantic Bonding Co., Inc.

NOTARY PUBLIC

Sign

Diane M. Holladay

Print

Diane M. Holladay

State of Florida at Large (seal)

My Commission Expires: 4/2/09

BY-LAWS
OF
WINCHESTER COURTS HOMEOWNERS ASSOCIATION, INC.

A corporation not for profit
under the laws of the State of Florida

ARTICLE I
Identity

These are the By-Laws of the WINCHESTER COURTS HOMEOWNERS ASSOCIATION, INC., (hereinafter referred to as "Association"), a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on the 6th day of July, 1979. The Association has been organized for the purpose of owning and operating certain lands, and personal property located in Palm Beach County, Florida, which lands, and personal property are to be used in common by the members of the WINCHESTER COURTS HOMEOWNERS ASSOCIATION, INC., which members shall be property owners at WINCHESTER COURTS and shall include both classes of membership as set forth in the Articles of Incorporation of the Association. Such operation by the Association shall include the management of WINCHESTER COURTS in keeping with the terms and conditions as set forth in the "Declaration of Covenants Conditions and Restrictions of WINCHESTER COURTS", and the enforcement of such covenants, conditions and restrictions.

1.01 The Initial Office of the Association shall be at 860 U. S. Highway One, North Palm Beach, Florida.

1.02 The Fiscal Year of the Association shall be the calendar year.

1.03 The Seal of the Association shall bear the name of the corporation, the word, "Florida", the words, "corporation not for profit", the year of the incorporation, and an impression of which is as follows:

1.04 Definitions of terms used herein shall be the same as are contained in the "Declaration".

ARTICLE II
Members' Meetings

2.01 The Annual Members' Meeting shall be held at such location as shall be designated in the Notice of Meeting at 8:00 P.M., Eastern Standard Time; on the first Thursday in July of each year, for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a legal holiday. Election of directors shall be governed by the provisions of Article III, 3.02(f) hereof.

2.02 Special Members' Meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-fourth (1/4th) of the votes of the entire membership.

2.03 Notice of all Members' Meetings stating the time and place and the object for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing by all of the members. Such notice shall be in writing to each member at his address

OFF REC 3100 PG 1792

79 JUL 13 11 3:44 79 125964

2500

DESHAN TIS, C. 1111
P.O. Box 14546
N. B. 317-2 35405

as it appears on the books of the Association and shall be mailed not less than ten (10) days, nor more than sixty (60) days, prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice.

2.04 A Quorum at Members' Meetings shall consist of persons entitled to cast one-tenth (1/10th) of the votes of the entire membership except as otherwise provided for in the Articles, the Declaration or these By-Laws. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Articles of Incorporation, the Declaration or these By-Laws.

2.05 Voting.

(a) In any meeting of members the owners of townhouses shall be entitled to cast one vote as the owner of a townhouse unless the decision to be made is elsewhere required to be determined in another manner. WINCHESTER DEVELOPMENT CORPORATION, as developer of WINCHESTER COURTS shall be entitled to vote for townhouses owned by it, in accordance with the Articles of Incorporation of the Association.

(b) If a townhouse is owned by one person his right to vote shall be established by the record title to his townhouse. If any townhouse is owned by more than one person, or is under lease, the person entitled to cast the vote for the townhouse shall be designated by a certificate signed by all of the record owners of the townhouse and filed with the Secretary of the Association. If a townhouse is owned by a corporation, the person entitled to cast the vote for the townhouse shall be designated by a certificate signed by the President or Vice President and attested to by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the townhouse concerned. If such a certificate is not on file, the votes of such owners shall not be considered in determining the requirement for a quorum nor for any other purposes. All certificates must be received in the office of the Association no later than ten (10) days prior to the meeting.

2.06 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary at least thirty (30) days before the appointed time of the meeting or any adjournment of the meeting.

2.07 Adjourned Meetings. If any meeting of the members cannot be organized because of a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.08 The Order of Business at annual members' meetings, and as far as practicable at other members' meetings, shall be:

1. Election of chairman of the meeting.
2. Calling of the roll and certifying of proxies.
3. Proof of notice of meeting or waiver of notice.
4. Reading and disposal of any unapproved minutes.
5. Reports of officers.
6. Reports of committees.
7. Election of inspectors of elections.
8. Election of directors.
9. Unfinished business.
10. New business.
11. Adjournment.

2.09 Proviso. Provided, however, that until the Developer of WINCHESTER COURTS has completed all of the contemplated improvements and closed the sales of all of the townhouses located at WINCHESTER COURTS, or until the Developer elects to terminate its control of the Association, whichever shall first occur, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors, which approval shall not be unreasonably withheld.

ARTICLE III

Directors

3.01 Membership. The affairs of the Association shall be managed by a Board of not less than three (3) and not more than five (5) Directors. The initial Board, as designated in the Articles, shall serve until all of the contemplated improvements have been completed and sales have been closed on fifty (50%) percent of the townhouses.

3.02 Election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual members' meeting.

(b) A nominating committee of five (5) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one person for each director then serving. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

(c) The election shall be sealed written ballot (unless dispensed with by unanimous consent) and by plurality of the votes cast, each person voting being entitled to cast his vote for each of as many nominees as there are vacancies to be filled. The persons receiving the largest number of votes shall be elected. There shall be no cumulative voting.

(d) Except as to vacancies created by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

(e) Any Director may be removed by concurrence of two-thirds (2/3) of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created may be filled by the members of the Association at the same meeting.

(f) Notwithstanding the above, any vacancies in the Board of Directors may be filled by the Developer, until such time as the Developer has completed all of the contemplated improvements and closes on fifty (50%) percent of the townhouses or in the alternative, the Developer elects to terminate its control in the Association or five (5) years after the recordation of the Declaration in the Public Records of Palm Beach County, Florida, whichever first occurs. The Developer shall retain sole control of the Association until all of the contemplated improvements have been completed and sales have been closed on fifty (50%) percent of the units. The owners of the units shall be entitled to elect one (1) member to the Board of Directors of the Association after fifty (50%) percent of the units are sold and closed. During the period the Developer has sole control of the Association, it has the sole right to amend the Declaration of Protective Covenants, Conditions and Restrictions affecting the property without requirement of the joinder of any townhouse owner; provided, however, written joinder and consent of all mortgagees of any townhouse unit shall be required. After eighty (80%) percent of all units planned for construction by the Developer have been sold, the owners of the units shall be entitled to elect all of the members of the Board of Directors of the Association, in accordance with the provisions of the Articles of Incorporation of the Association.

3.03 The Term of each Director's service shall be the calendar year following his election and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

3.04 The Organization Meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and times as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

3.05 Regular Meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of Regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, at least

three (3) days prior to the day named for such meeting. This Section shall not be construed as to require regular meetings of the Board of Directors.

3.06 Special Meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the Directors. Not less than three (3) days notice of the meeting shall be given.

3.07 Waiver of Notice. Any Director may waive notice of a meeting before, during or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

3.08 A Quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Articles of Incorporation, or these By-Laws.

3.09 Adjourned Meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

3.10 Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

3.11 The Presiding Officer of Directors' Meetings shall be the Chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer the Directors present shall designate one of their number to preside.

3.12 The Order of Business at Directors' Annual Meetings, and as far as protocol at other Directors' meetings, shall be:

1. Calling of roll.
2. Proof of due notice of meeting.
3. Reading and disposal of any unapproved minutes.
4. Reports of officers and committees.
5. Election of officers.
6. Unfinished business.
7. New business.
8. Adjournment.

3.13 Directors' Fees, if any, shall be determined by the members.

ARTICLE IV

Powers and Duties of The Board of Directors

4.01 All of the powers and duties of the Association existing under the Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by members where such approval is specifically required.

4.02 Powers. The Board of Directors shall have the power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

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

(c) Exercise for the Association all powers, duties and

authority vested in or delegated to the Association and not reserved to the membership by other provision of these By-Laws, the Articles or the Declaration;

(d) Declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive meetings of the Board of Directors, provided, however, that concurrence in the minutes of the meeting as provided for herein shall constitute presence at said meeting;

(e) Employ such employees as they deem necessary and prescribe their duties;

(f) Exercise such other powers as given by Florida Statutes and not in conflict therewith.

4.03 Duties. It shall be the duty of the Board to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at an annual meeting of the members;

(b) Supervise all officers, agents and employees of the Association, and determine that their duties are properly performed;

(c) As more fully provided in the Declaration to:

(1) Fix the amount of the annual assessment against each unit at least thirty (30) days in advance of each annual assessment period;

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

(3) Foreclose the lien against any unit for which assessments are not paid within thirty (30) days after due date and/or bring an action at law against the owner personally obligated to pay the same;

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

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

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

(g) Cause the Common Area to be maintained and insured.

All of the powers and duties of the Association existing under the Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by members where such approval is specifically required.

ARTICLE V Officers

5.01 The Executive Officers of the Association shall be a President, who shall be director, a Vice President, who shall be a director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors, and who may be peremptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary or Assistant Secretary. The Board of Directors from time to time, shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

5.02 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time, as he, in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

5.03 The Vice President in the absence or disability of the

President, shall exercise the powers and perform the duties of the President. He also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

5.04 The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the Directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

5.05 The Assistant Secretary. Shall perform the duties of the Secretary when the Secretary is absent.

5.06 The Treasurer shall have the custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

5.07 The Compensation of all employees of the Association shall be fixed by the Directors. The provision that directors' fees shall be determined by members shall not preclude the Board of Directors from employing a Director as an employee of the Association.

ARTICLE VI

Fiscal Management

The provisions for fiscal management of the Association set forth in the Articles of Incorporation shall be supplemented by the following provisions:

6.01 Accounts. The receipts and expenditures of the Association shall be created and charged to accounts under the following classification as shall be appropriate; all of which expenditures shall be common expenses.

(a) Current Expenses, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance of this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

(b) Reserve for Deferred Maintenance, which shall include funds for maintenance items that occur less frequently than annually.

(c) Reserve for Replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(d) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property.

6.02 Budget. The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds for the foregoing accounts and reserves according to good accounting practices as follows:

(a) Current Expense.

(b) Reserve for Deferred Maintenance.

(c) Reserve for Replacement.

(d) Betterments, which shall include the funds to be used for capital expenditures for additional improvements to the common property, or for additional personal property; provided, however, that in the expenditure of this fund no sum in excess of One Thousand Dollars (\$1,000.00) shall be expended for a single item or for a single purpose

without the approval of a majority of the members of the Association.

(e) Operation, the amount of which may be to provide a working fund or to meet losses.

(f) Provided, however, that the amount of each budgeted item may be increased over the foregoing limitations when approved by owners entitled to cast not less than seventy-five (75%) percent of the votes of the entire membership of the Association; and further provided that until the Developer has completed all of the contemplated improvements and closed the sales of all townhouses at WINCHESTER COURTS, or until the Developer elects to terminate its control of the Association, whichever shall first occur, the Board of Directors may omit from the budget all allowances for contingencies and reserves.

(g) Copies of the budget and proposed assessments shall be transmitted to each member on or before August 1, preceding the year for which the budget is made. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.

6.03 Assessments. Assessments against the owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 31 preceding the year for which the assessments are made. Such assessments shall be due in four (4) equal installments on the first days of January, April, July and October of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and semi-annual installments on such assessment shall be due on each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors if the accounts of the amended budget do not exceed the limitations for that year. Any account that does exceed such limitation shall be subject to the prior approval of the membership of the Association as previously required by these By-Laws. Assessments for repair and maintenance of the limited common property shall be made as funds are expended or liability therefore is incurred by the Association. ~~Each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the unit against which the assessment is made.~~ Any assessments which are not paid when due are considered delinquent. If the assessment is not paid within fifteen (15) days after the due date, a late fee of Twenty-Five Dollars (\$25.00) shall be charged. If the assessment is not paid within twenty (20) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten (10%) percent per annum until paid. The Association may bring an action at law against the unit owner personally obligated to pay same or foreclose the lien against the unit. Interest, suit costs and reasonable attorney's fees incurred in any such actions shall be added to the amount of such assessment. No member or unit owner may waive or otherwise escape liability for assessments provided for herein by non-use or partial use of the common property or the limited common property or claim or offset against the Association or abandonment of his unit.

6.04 Acceleration of Assessment Installments Upon Default. If a townhouse owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the townhouse owner, and the unpaid balance of the assessment shall be due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the townhouse owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

6.05 Assessments for Emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses may be made without notice of the need for such expenditures being given. The assessment shall become effective and shall be due after thirty (30) days' notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

6.06 The Depository of the Association shall be such bank or banks and/or such savings and loan association or savings and loan associations as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

6.07 Audit. At the Annual Meeting of the Association, the members present shall determine by a majority vote whether an audit of the accounts of the Association shall be made by a Certified Public Accountant, Public Accountant, or by an auditing committee consisting of not less than three (3) members of the Association none of which shall be Board members. The cost of the audit shall be paid by the Association.

6.08 Fidelity Bonds in an amount sufficient to provide protection which is in no event less than one and one-half times the insured estimated annual operating expenses and reserves shall be obtained by the Association to provide the Association with fidelity coverage against dishonest acts on the part of directors, trustees, officers, employees or volunteers responsible for handling funds collected and held for the benefit of the owners of the units. The premiums on such bonds shall be paid by the Association. Such bonds shall not be required until such time as more than thirty (30) units have been completed.

ARTICLE VII Amendments

These By-Laws may be amended in the following manner:

7.01 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

7.02 A Resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by any of the member of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by:

- (a) Not less than seventy-five (75%) percent of the entire membership of the Board of Directors and not less than seventy-five (75%) percent of the votes of the entire membership of the Association; or
- (b) Not less than eighty (80%) percent of the votes of the entire membership of the Association; or
- (c) Until the first election of Directors, by all of the Directors.

7.03 Proviso. Provided, however, that no amendment shall discriminate against any townhouse owner nor against any townhouse or class or group of townhouses unless the townhouse owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation.

(a) In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these By-Laws, or the Articles of Incorporation, the Declaration shall control.

(b) So long as the Declarant owns any units which are being held for sale in the ordinary course of business, no amendment may (i) interfere with the Declarant's efforts to sell those units; (ii) assess the Declarant for capital improvements without its prior written consent; (iii) deny or limit the Declarant's right to vote as a member; and (iv) revoke Declarant's right to be excused from payments of regular assessments, so long as Declarant is performing its obligation with regard to operating deficits of the Association, and/or providing services as elsewhere set forth in the Declaration.

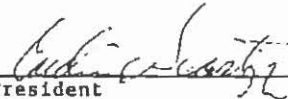
(c) No amendment shall materially impair or prejudice the rights and/or priorities of an institutional first mortgagee of any of the units without the prior written approval of such mortgagee. Any

amendment of these By-Laws which would affect the lien security or value of security of any institutional first mortgagee, or the salability of a first mortgage on the secondary market, shall require the joinder and consent of the institutional first mortgagee.

7.04 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the By-Laws, which certificate shall be executed by the officers of the Association with the formalities of the execution of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Palm Beach County, Florida.

The foregoing were adopted as the By-Laws of WINCHESTER COURTS HOMEOWNERS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors by unanimous vote of all of the Directors on this 9th day of July, 1979.

WINCHESTER COURTS HOMEOWNERS
ASSOCIATION, INC.


President

ATTEST

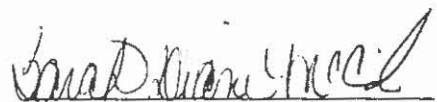
(SEAL)


Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing By-Laws of WINCHESTER COURTS HOMEOWNERS ASSOCIATION, INC., were acknowledged before me this 9th day of July, 1979, by GEORGE H. FRANCIS and ROBERT B. COOK, as President and Secretary of WINCHESTER COURTS HOMEOWNERS ASSOCIATION, INC.


Notary Public

My Commission Expires:

NOTARY PUBLIC
MY COMMISSION EXPIRES
BONDED THREE THOUSAND DOLLARS

(SEAL)

OFF REC 3100 PG 1800

Record Verified
Palm Beach County, Fla.
John B. Duziklo
Clerk Circuit Court

the 1990s, the number of people in the UK who are employed in the public sector has increased by 1.5 million, from 2.5 million in 1980 to 4 million in 1995 (Department of Health 1996).

There is a growing emphasis on the need to improve the quality of care in the public sector, and this has led to a number of initiatives to improve the quality of care in the public sector.

The first of these initiatives is the National Patient Safety Agency (NPSA), which was established in 1999. The NPSA is responsible for monitoring and improving the quality of care in the public sector, and for investigating and reporting on patient safety incidents.

The second initiative is the National Clinical Audit (NCA), which was established in 1999. The NCA is responsible for monitoring and improving the quality of care in the public sector, and for investigating and reporting on clinical audit findings.

The third initiative is the National Framework for Quality Improvement (NFQI), which was established in 1999. The NFQI is responsible for monitoring and improving the quality of care in the public sector, and for investigating and reporting on quality improvement findings.

The fourth initiative is the National Patient Safety Programme (NPSP), which was established in 1999. The NPSP is responsible for monitoring and improving the quality of care in the public sector, and for investigating and reporting on patient safety incidents.

The fifth initiative is the National Clinical Audit (NCA), which was established in 1999. The NCA is responsible for monitoring and improving the quality of care in the public sector, and for investigating and reporting on clinical audit findings.

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The seventh initiative is the National Patient Safety Programme (NPSP), which was established in 1999. The NPSP is responsible for monitoring and improving the quality of care in the public sector, and for investigating and reporting on patient safety incidents.

The eighth initiative is the National Clinical Audit (NCA), which was established in 1999. The NCA is responsible for monitoring and improving the quality of care in the public sector, and for investigating and reporting on clinical audit findings.

The ninth initiative is the National Framework for Quality Improvement (NFQI), which was established in 1999. The NFQI is responsible for monitoring and improving the quality of care in the public sector, and for investigating and reporting on quality improvement findings.

The tenth initiative is the National Patient Safety Programme (NPSP), which was established in 1999. The NPSP is responsible for monitoring and improving the quality of care in the public sector, and for investigating and reporting on patient safety incidents.

The eleventh initiative is the National Clinical Audit (NCA), which was established in 1999. The NCA is responsible for monitoring and improving the quality of care in the public sector, and for investigating and reporting on clinical audit findings.

The twelfth initiative is the National Framework for Quality Improvement (NFQI), which was established in 1999. The NFQI is responsible for monitoring and improving the quality of care in the public sector, and for investigating and reporting on quality improvement findings.

The thirteenth initiative is the National Patient Safety Programme (NPSP), which was established in 1999. The NPSP is responsible for monitoring and improving the quality of care in the public sector, and for investigating and reporting on patient safety incidents.

The fourteenth initiative is the National Clinical Audit (NCA), which was established in 1999. The NCA is responsible for monitoring and improving the quality of care in the public sector, and for investigating and reporting on clinical audit findings.

The fifteenth initiative is the National Framework for Quality Improvement (NFQI), which was established in 1999. The NFQI is responsible for monitoring and improving the quality of care in the public sector, and for investigating and reporting on quality improvement findings.

The sixteenth initiative is the National Patient Safety Programme (NPSP), which was established in 1999. The NPSP is responsible for monitoring and improving the quality of care in the public sector, and for investigating and reporting on patient safety incidents.

The seventeenth initiative is the National Clinical Audit (NCA), which was established in 1999. The NCA is responsible for monitoring and improving the quality of care in the public sector, and for investigating and reporting on clinical audit findings.

The eighteenth initiative is the National Framework for Quality Improvement (NFQI), which was established in 1999. The NFQI is responsible for monitoring and improving the quality of care in the public sector, and for investigating and reporting on quality improvement findings.

**REVISED RULES AND REGULATION OF THE
WINCHESTER COURTS HOMEOWNERS ASSOCIATION, INC.
Revised 1/15/2012**

FORWARD

The Board of Directors has adopted the following Revised Rules and Regulation for the Association. These Revised Rules and Regulation are passed pursuant to the authority given to the Board of Directors under the Declaration of Covenants, Conditions and restrictions of Winchester Courts, and the Articles of Incorporation and By-Laws ("Homeowners Documents"). The Revised Rules and Regulations are binding on all owners and residents of and visitors to units and the common area of WINCHESTER COURTS. Your cooperation in adhering to the following is appreciated.

The Effective date of these Rules is: July 1, 1993

These Rules were adopted by the Board of Directors on June 30, 1993.

Rule 1. Vehicle and Parking

- 1.1 Except as allowed in Section 1.2 below, no truck; van; boat; motor home or other habitable motor vehicle; trailer; two or three-wheeled vehicle; commercial vehicle of any type, including limousine; except four-wheel passenger automobiles; shall be placed, parked, or stored at any time within the confines of WINCHESTER COURTS.
- 1.2 Exceptions to Section 1.1 above. The following vehicles shall not be subject to the parking restrictions contained in section 1.1 above, and shall be entitled to park within WINCHESTER COURTS subject to restrictions contained in Sections 1.4 through 1.11 below:
 - (A) vehicles, regardless of classification, necessary for the maintenance, care or protection of the WINCHESTER COURTS properties, during regular business hours, and only for the time period during which the maintenance, care or protection is being provided.
 - (B) Services and delivery vehicles, regardless of classification, during regular business hours and only for that period of time to render the service of delivery in question.
 - (C) Official emergency or police vehicles, regardless of classification.
 - (D) Golf cart, if any, utilized by the Association.
 - (E) Vehicles for the handicapped bearing identification and such by the applicable governmental authority.
 - (F) Certain vans which are permitted. Subject to that provided above, a two-axle van as defined below which does not exceed the manufacturers' standard length, weight and width of the particular van in a customized converted condition; used solely for family or personal transportation and which is not a commercial vehicle as defined below; which contains at least two (2) rows of seating and a window on each side of the vehicle adjacent to at least each of the first two (2) rows of seating; and which is or would be registered in the State of Florida as a passenger station wagon or an equivalent; shall be permitted. The Association is

permitted to make a presumption that the foregoing criteria are met, without the receipt of specific information or the vehicle registration, unless upon visual inspection of vehicle, it is obvious that any of such criteria are not met. The owner or custodian of the vehicle shall submit to the Association, reasonable information and documentation (including title and/or registration) concerning the vehicle upon request

(G) **THIS HAS BEEN REVISED. SEE LAST PAGE FOR NEW RULES.**

Certain trucks which are permitted. Subject to that provided above, certain pickup trucks will be permitted if they meet all of the following conditions: (1) it must be a two axle truck that does not exceed the manufacturer's standard length, height and width; (2) only 1/2 to 3/4 ton trucks, with four wheels and no more than two doors; (3) it must be used solely for personal transportation and not be a commercial vehicle; (4) No lettering of any kind is permitted on the vehicle, no removable signs are permitted, and no racks are permitted; (5) No topper caps higher than the vehicle cab will be permitted; (6) Vehicles must have standard size beds only, and no extended beds will be permitted; (7) storage of items in the bed is prohibited except a permanently affixed to the bed locked tool box; and (8) All trucks must be approved by and registered with the Board of Directors prior to parking them on the grounds. All truck owners must sign a notarized agreement stating that they agree to abide by all of the conditions of this Rule I. Any vehicle not properly registered with the Association, or any registered vehicle which fails to comply with the provisions of Rule I may be towed with no prior warning.

1.3 Classification and Definitions

- (A) A "commercial vehicle" shall mean any motor vehicle which as an outward appearance of being used in connection with business, such as: the vehicle displays work equipment to view and/or is commercially lettered or contains a commercial or business logo.
- (B) A "truck" shall mean any motor vehicle which is classified as a truck in accordance with section 1.2 (G) above.
- (C) A "van" shall mean any motor vehicle which is classified as a van in accordance with Section 1.2 (F) above and which is recognized by the manufacturer to be a type of a van which has two (2) axles. Notwithstanding the foregoing to the contrary, a pick-up truck shall not be considered to be a van by the addition of a camper top or similar covering.

1.4 Assigned Parking Spaces and Guest Spaces. It is recognized by the Association that there is a shortage of parking spaces to accommodate the parking of vehicles by residents and owners and their visitors and guests. Therefore, a parking assignment plan has been devised, accommodating parking for residents and owners and their visitors and guests.

- (A) Each Unit at WINCHESTER COURTS shall be assigned two (2) parking spaces, as per the Association's parking assignment plan. Each unit's assigned parking spaces shall be limited to parking by the owners/residents of the particular Unit and their guests/visitors. No owner/resident of a Unit may use the assigned parking spaces assigned to another Unit unless the residents/Owners of the other unit consent.

1.5 All motor vehicles must be maintained as to not create an eyesore in the community.

- 1.6 No motor vehicle shall be driven or parked at any time on the grass within WINCHESTER COURTS, except for landscaping equipment at the direction of the Board of Directors of the Association.
- 1.7 Except in the case of safety concerns, horns shall not be used or blown while a vehicle is parked, standing in or driving through the roads and/or parking areas at WINCHESTER COURTS. Racing engines and loud exhausts shall be prohibited. No vehicle shall be parked with motor running.
- 1.8 No self-powered vehicles which appear to be unable to operate on its own power shall remain within WINCHESTER COURTS for more than twenty-four (24) hours, and no repair of a vehicle (including changing of oil) shall be made within WINCHESTER COURTS except for minor repairs necessary to permit removal of a vehicle.
- 1.9 Remedy of Towing. If upon the Association's provision of that notice required by Section 715.07, Florida Statutes, as amended from time to time, an offending vehicle owner does not remove a prohibited or improperly parked vehicle from the WINCHESTER COURTS community, the Association shall have the option and right to have the vehicle towed away at the vehicle owner's expense.
- 1.10 Alternative/Concurrent Remedies. Whether or not the Association exercises its right to have the vehicle so towed, the Association shall nonetheless have the right to seek compliance with this Rule 1. By injunctive and other relief through the Courts; and/or any other remedy conferred upon the Association by law or the HOMEOWNERS DOCUMENTS. The Association's right to tow shall in no way be a condition precedent to any other remedies available to the Association incident to the enforcement of this Rule 1.
- 1.11 Grandfather Provision. Any vehicle which was being permanently parked within WINCHESTER COURTS as of the Effective date of this Rule 1 as came into effect on January 1, 1989, which was permitted under the Declaration to park before January 1, 1989, may continue to so park.
- 1.12 Driving of Motorized and Non-motorized Vehicles. No skateboards, bicycles, mopeds, motorcycles and similar motorized and non-motorized vehicles and items shall be driven or ridden at any time on any walkways or in the parking areas.

Rule 2. Pets and Animals

- 2.1 Pets and animals shall be restricted to fish, small caged domestic birds, hamsters, gerbils, small turtles, guinea pigs, cats or dogs. All pets must be registered with and approved by the Board of Directors.
- 2.2 Dogs and cats shall be on a leash at all times. Pets and animals found running loose may be reported to the County of Palm Beach and/or city of Palm Beach Gardens and may be picked up and impounded by the County and/or City.
- 2.3 The owner/custodian of each pet/animal and/or the individual walking the pet/animal shall be required to clean up after the pet/animal.

- 2.4 The pet/animal owner and/or custodian of the pet/animal shall immediately remove the pet/animal from WINCHESTER COURTS when the pet/animal emits excessive noise as is determined by the Board of Directors.
- 2.5 The pet/animal owner and Unit Owner shall be strictly liable for damages caused by the pet/animal to the Common Area.
- 2.6 Any pet owner's right to have a pet/animal reside in or visit WINCHESTER COURTS shall have such right revoked if the pet/animal shall create a nuisance or shall become a nuisance as may be determined by the Board of Directors of the Association.

Rule 3. Leasing of Units. Article VI, Section of the Declaration permits the Board of Directors of the Association to adopt rules and regulations in connection with the leasing of Units. That Article and Section even permits the Board to approve and disapprove of a lease.

- 3.1 Every owner shall provide written notice to the Association of any (oral or written) lease, prior to occupancy under the lease. The Board of Directors of the Association is empowered to adopt a form requesting reasonable information, to be used in connection with and as proper notification under this Rule 3. The form shall be fully executed. The form shall require the completion of information to include the name(s) of the lessees/occupants and lease term. The lessee and other intended occupants shall sign an acknowledgement that they have received, reviewed and agreed to abide the HOMEOWNERS DOCUMENTS and these Rules and Regulations. The owner shall also provide a photocopy of the lease (if written) as part of the notification to the Association.
- 3.2 In the event that any owner fails to notify the Association of a lease, the Association shall provide written notice by certified mail, return receipt requested, or by hand delivery, to the Owner concerned, requiring proper notification. If after thirty (30) days after the mailing of the notice, the Owner has failed to provide proper notice, the lease agreement shall be void, and the Association shall be entitled to file injunction proceedings in Court to seek removal of the occupants in the Unit. This remedy shall be in addition to any other remedies of the Association under the HOMEOWNERS DOCUMENTS.

Rule 4. Personal Items. No bicycles, toys, clothes, clutter or other personal items may be left on the walkways or parking areas at anytime. Also, these items shall be removed from the common areas prior to sundown each day. No clothes, toys, clutter or other personal items shall be hung, displayed or placed on the exterior portions of the Units such that they may be viewed from the common areas.

Rule 5. Trash and Garbage. All garbage shall be placed in secured plastic bags and then placed in dumpsters located in the common areas. Trash which is of the size to fit into plastic bags shall be secured and then placed in the dumpsters located in the common areas.

Rule 6. Owner Responsibility. Owners are strictly responsible to ensure that their family members, tenants, agents, visitors and guests or any occupants of their Units comply with the HOMEOWNERS DOCUMENTS. As such, Owners are responsible and liable to the Association for violation of the HOMEOWNERS DOCUMENTS by the above-mentioned persons.

Rule 6. Quiet Use.

- 6.1 Each owner shall occupy and use his unit in such a manner as will not interfere with the quiet and peaceable use and enjoyment of the other units and occupants.

6.2 Owners, occupants, guests and other invitees shall play only in designated "tot lot" areas. There shall be no playing in parking lots, on sidewalks or any paved areas within the Common Areas.

Revised Rules & Regulations for Winchester Courts HOA, Inc. #1.2(g) shall be amended and replaced with the following:

- 1.2(g) Pick-up trucks prohibited. Subject to that provided above, pick-up trucks will be prohibited after September 1, 1998. Any pick-up truck which was permanently parked within WINCHESTER COURTS as of the effective date of September 1, 1998, which was permitted under these rules and regulations to be parked before September 1, 1998 may continue to park within WINCHESTER COURTS provided that the following occurs:
- (1) Vehicle application must be completed and submitted to the Association on or before September 1, 1998;
 - (2) The Association will issue a vehicle sticker which must be placed on the back bumper of the vehicle;
 - (3) All vehicles failing to comply with these provisions shall not be in compliance and shall be subject to tow;
 - (4) All Pick-up trucks not registered will be prohibited from parking within WINCHESTER COURTS;
 - (5) The registered pick-up trucks shall not be replaced. Any replacement pick-up trucks shall be prohibited from parking within WINCHESTER COURTS;
 - (6) Effective January 15, 2012. Pick up trucks may only park in the community 6:00 am to 11:00 pm, 7 days per week, unless emergency and resident can prove, or subject to tow.