

**AMENDMENTS TO
THE DECLARATION OF CONDOMINIUM
OF WINSTON HOUSE ASSOCIATION**

(Additions indicated by underlining, deletions by "-----")

Article XVIII

**LIMITATION UPON RIGHT OF OWNERS TO
ALTER AND MODIFY PRIVATE DWELLINGS**

No owner of a Private Dwelling shall permit to be made any structural modifications or alterations in such PRIVATE DWELLING without first obtaining the written consent of ASSOCIATION, which consent may be withheld in the event that a majority of the Board of Directors of said Corporation determine, in their sole discretion, that such structural modifications or alterations would affect or in any manner endanger the building in part or in its entirety. If the modification or alteration desired by the owner of any PRIVATE DWELLING involves the removal of any permanent interior partition, ASSOCIATION shall have the right to permit such removal so long as the permanent interior partition to be removed is not a load bearing partition, and so long as the removal thereof would in no manner affect or interfere with the provisions of utility services constituting COMMON PROPERTY located therein and so long as all required city and county permits have been acquired. No owner shall cause any building, including painting or other decoration, or the installation of electrical wiring, television antenna, machines or air conditioning units, which may protrude through the walls or roof of the building, or in any manner change the appearance of any portion of the building not within the walls of such PRIVATE DWELLING, without the written consent of ASSOCIATION being first hand and obtained.

Article XXIII

LIABILITY FOR LOSS INSURANCE

Risk of loss or damage to any furniture, furnishings, personal effects, floors, wall or ceiling coverings, electrical fixtures, appliances, air conditioners and heating equipment, water heaters and built-in cabinets and other personal property (other than such furniture, furnishings and personal property constituting a portion of the Common Property) belonging to or carried by the person of each Private Dwelling, or which may be stored in any Private Dwelling, or in, or upon Common property or Limited Common Property, shall be borne by the owner of each such Private Dwelling. The owner of a Private Dwelling shall have no personal liability for any damages caused by the Association or in connection with the use of the Common Property or Limited Common Property. The owner of a Private Dwelling shall be liable for injuries or damages resulting from an accident in his own Private Dwelling to the same extent and degree that the owner of a house would be liable for an accident occurring within the house. The owner of each Private Dwelling may, at his own expense, obtain insurance coverage for loss of or damage to any furniture, furnishings, personal effects and other personal property belonging to such owner and may, at his own expense and option, obtain insurance coverage against personal liability for injury to the person or property of another while within such owner's Private Dwelling or upon the Common Property or Limited Common Property.

Article XXVI

TRANSFER OR LEASE OF PRIVATE DWELLINGS

The Association members are cognizant of the fact that the close proximity of the apartments and the mutual sharing of the Common Property and recreational areas can create social problems if the owners and occupants of the facilities are not compatible. With this knowledge and understanding, each party who purchases a Private Dwelling is screened and investigated to insure to the extent possible that he or they were of must be of good moral character, habit and morals, and of sufficient financial responsibility to maintain their share of common expenses and not have been convicted of a felony involving moral turpitude and that they would be generally desirable as occupants, users and neighbors in a condominium apartment house project. It is the desire of the Association members that the same investigative and screening process be used and employed to keep and maintain these same basic standards with respect to the admission of new members or occupants of the condominium project. With this background and for these reasons, no lease or sale of any Private Dwelling may be made except in compliance with these provisions:

No lease or sale of any Private Dwellings shall be made, nor shall such attempted lease or sale be valid unless the Association's prior written approval of such lease, sale or transfer shall have been first obtained. Request for an Association screening and interview shall be accompanied by a fee in the highest amount permitted by law or such lesser amount as the Board shall determine from time to time by duly adopted rule. The fee is assessed per applicant other than husband and wife or parent and dependent child, which are considered one applicant. In the case of a renewal lease for a tenant previously approved by the Association the fee and interview are waived.

Article XXVIII

ASSESSMENTS: LIABILITY, LIEN AND ENFORCEMENT

B. The assessment levied against the owner of each Private Dwelling and his Private Dwelling shall be payable in such installments and at such times as may be determined by the Board of Directors of Association, and shall not be paid less than quarterly.

C. The Board of Directors of Association shall establish an Annual Budget in advance for such fiscal year which shall correspond to the calendar year, and such Budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the CONDOMINIUM, including a reasonable allowance for contingencies and reserves. Such Budget to take into account projected anticipated income which is to be applied in reduction of the amounts required to be collected as an assessment each year. Such proposed Budget shall be included with the notice of the Board of Directors meeting at which the Annual Budget will be considered, and shall be mailed to each PRIVATE DWELLING owner not less than fourteen (14) days prior to such meeting. Upon adoption of such Annual Budget by the Board of Directors of Association, copies of said Budget shall be delivered to each owner of a Private Dwelling and the assessment for said year shall be established based upon such Budget, although the delivery of a copy of said Budget to each owner shall not affect the liability of any owner for such assessment. Should the Board of Directors at any time determine, in the sole discretion of said Board of Directors, that the assessments levied are or may prove to be insufficient to pay the cost of operation and management of the

CONDOMINIUM; or, in the event of emergencies, said Board of Directors shall have the authority to levy such additional assessment or assessments as it shall deem to be necessary. The specific purpose of any special assessment shall be set forth in a written notice of such assessment to each PRIVATE DWELLING owner. The funds collected pursuant to a special assessment shall be used only for the specific purpose set forth in the notice. However, any excess funds may be returned to the PRIVATE DWELLING owners or held as a credit toward future special assessments.

D. The Board of Directors of Association, in establishing said Annual Budget for operation, management and maintenance of the Project, shall include therein a sum to be collected and maintained as a reserve fund for replacement of Common Property and Limited Common Property, which reserve fund shall be for the purpose of enabling Association to replace ~~structural elements and mechanical equipment constituting a part of the Common Property and Limited Common Property, as well as the replacement of personal property which may constitute a portion of the Common Property held for the joint use and benefit of all of the owners of all Private Dwellings,~~ the roof, to paint the building, resurface the pavement and any other item for which the replacement or deferred maintenance costs exceed Ten Thousand Dollars (\$10,000.00). The amount to be allocated to such reserve fund for replacements shall be established by said Board of Directors using a formula which is based upon the estimated life and estimated replacement cost or deferred maintenance expense of each reserve item so as to accrue and maintain at all times a sum reasonably necessary to anticipate the need for replacement of said Common Property and Limited Common Property. The amount collected and allocated to the Reserve Fund for replacements from time to time shall be maintained in a separate account by Association although nothing herein contained shall limit Association with advance approval by a vote of the majority of the voting interests present at a duly called meeting of the Association, from applying any monies in such Reserve Fund for Replacements to meet other needs or requirements of Association in operating or managing the Project in the event of emergencies, ~~or in the event that the sums collected from the owners of Private Dwellings are insufficient to meet the then fiscal financial requirements of Association, but it shall not be a requirement that these monies be used for such latter purposes as a separate assessment may be levied therefore if deemed to be preferable by the Board of Directors of Association in the sole discretion of said Board of Directors.~~ Each budget shall include reserves for capital expenditures and deferred maintenance unless the majority of voting interests of the Association present in person or by proxy at a duly called meeting of the Association vote to waive, in whole or in part, the reserve requirements. Any such waiver shall be effective for only one annual budget.

E. The Board of Directors of Association, in establishing said Annual Budget for operation, management and maintenance of the Project, may include therein a sum to be collected and maintained as a general operating contingency reserve which shall be used to provide a measure of financial stability during periods of special stress when such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by owners of Private Dwellings as a result of emergencies or for other reason placing financial stress upon the Corporation. The annual amount allocated to such operating contingency reserve and collected therefor shall be determined by the Board of Directors in accordance with the same notices to unit owners as required in establishment of the Annual Budgets for operations and for Replacement Reserve Funds. In no event shall surplus or excess sums be construed as income to the Association, but will be a liability of the Association in favor of the Private Dwelling owners in direct proportion to their percentage of interest in the Common Property.

G. The payment of any assessment or installment thereof due to Association shall be in default if such assessment, or any installment thereof, is not paid unto Association on or before the due date for such payment. When in default, the delinquent assessment or delinquent installment thereof due to Association shall bear interest at the rate of 8% per annum highest rate permitted by law until such delinquent assessment or installment thereof and all interest due thereon has been paid in full to Association. In addition to such interest, the Association may charge an administrative late fee not to exceed the highest amount permitted by law or such lesser amount as may be determined from time to time by a duly enacted rate. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.

H. The owner or owners of each Private Dwelling shall be personally liable, jointly and severally, as the case may be, to Association for the payment of all assessments, regular or special, which may be levied by Association while such party or parties are owner or owners of a Private Dwelling in the Condominium. In the event that any owner or owners are in default in payment of any assessment or installment thereof owing to Association, such owner or owners of any Private Dwelling shall be personally liable, jointly and severally, for interest on such delinquent assessment or installment thereof as above provided, and for all costs of collecting such assessment or installment thereof and interest thereon, including a reasonable attorneys fee, whether suit be brought or not. A first mortgagee who acquires title to a PRIVATE DWELLING unit by foreclosure or by deed in lieu of foreclosure is liable for the unpaid assessments that became due prior to the mortgagee's receipt of the deed. However, the mortgagee's liability is limited to a period not exceeding six (6) months, but in no event does the first mortgagee's liability exceed one (1) percent of the original mortgage debt. The first mortgagee's liability for such expenses or assessments does not commence until thirty (30) days after the date the first mortgagee received the last payment of principal or interest.

J. Recognizing that the necessity for providing proper operation and management of the Project entails the continuing payment of costs and expenses thereof, which results in benefit to all of the owners of Private Dwellings, and that the payment of such Common expenses represented by the assessments levied and collected by Association is necessary in order to preserve and protect the investment of the owner of each Private Dwelling, the Association is hereby granted a lien upon such Private Dwelling and its appurtenant undivided interest in Common Property, and, if applicable, upon any exclusive right to use Limited Common Property which may be an appurtenance to any such Private Dwelling, which lien shall secure and does secure monies due for all assessments now or hereafter levied against the owner of each Private Dwelling, which lien shall also secure interest, if any, which may be due on the amount of any delinquent assessments owing to Association, and which lien shall also secure all costs and expenses, including a reasonable attorney's fee, which may be incurred by Association in enforcing this lien upon said Private Dwelling and its appurtenant undivided interest in the Common Property and Limited Common Property. The lien granted to Association may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida; and in any suit for the foreclosure of said lien, the Association shall be entitled to rental from the owner of any Private Dwelling after a from-the-date-on-which-the-payment-of-any-assessment-or-installment-thereof-became-delinquent foreclosure judgment has been entered. If the unit is rented or leased during the pendency of the foreclosure action, the Association shall be entitled to rental from the date on which the payment of any assessment or installment becomes delinquent and shall be entitled to the appointment of a Receiver for said Private Dwelling, without notice to the owner of a such Private Dwelling. The expenses of the receiver shall be paid by the party which does not prevail in the foreclosure

action. The rental required to be paid shall be equal to the rental charged on comparable type of Dwelling Units. The lien granted to the Association shall further secure such advances for taxes, and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, and the Association shall further be entitled to interest at the rate of 8% per annum highest rate permitted by law on any such advances made for such purpose. All persons, firms or corporations who shall acquire, by whatever means, any interest in the ownership of any Private Dwelling, or who may be given or acquire a mortgage, lien or other encumbrance thereon, is hereby placed on notice of the lien granted to Association, and shall acquire such interest in any Private Dwelling expressly subject to such lien, upon its recording as provided hereinafter.

K. The lien herein granted unto Association shall relate back to April 1, 1992. However, as to first mortgages of record, the lien is effective from ~~be effective from~~ and after the time of recording in the Public Records of the county in which the condominium property is situated, a claim of lien stating the description of the Private Dwelling encumbered thereby, the name of the record owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid or such earlier time as may be provided by Florida Statute Section 718.116(5)(a) as same may be amended or renumbered from time to time. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes, administrative late fees, and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. The claim of lien filed by the Association shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording of the Association's claim of lien, except that the lien of the Association for tax or special assessment advances made by Association where any taxing authority having jurisdiction levies any tax or special assessments against the CONDOMINIUM as an entirety instead of levying the same against each Private Dwelling and its appurtenant undivided interest in Common Property, shall be prior in lien, right and dignity to the lien of all mortgages, liens and encumbrances, whether or not recorded prior to the Association's claim of lien therefor, and the Association's claim of lien for collection of such portion of any tax or special assessment shall specifically designate that the same secures an assessment levied pursuant to the provisions of this Declaration of Condominium. No such lien shall continue for a longer period than one (1) year after the claim of lien has been recorded, unless, within that time, an action to enforce the lien is commenced in a court of competent jurisdiction.

~~In the event that any person, firm or corporation shall acquire title to any Private Dwelling and its appurtenant undivided interest in common property by virtue of any foreclosure or judicial sale or through voluntary conveyance in lieu of foreclosure and judicial sale, such persons, firm or corporation so acquiring title shall only be liable and obligated for assessments as shall accrue and become due and payable for said Private Dwelling and its appurtenant undivided interest in Common Property subsequent to the date of acquisition of such title, and shall not be liable for the payment of any assessments which were in default and delinquent at the time it acquired such title, except that such person, firm or corporation shall acquire such title subject to the lien of any Assessment by Association representing an apportionment of Taxes or Special Assessment levied by taxing authorities against the CONDOMINIUM in its entirety. In the event of the acquisition of title to a Private Dwelling by foreclosure or judicial sale, or through voluntary conveyance in lieu of foreclosure and judicial sale, any assessment or assessments as to which the party so acquiring title shall be liable for the unpaid assessments that became due prior to the mortgagees' receipt of the deed. Any remaining amounts shall be absorbed and paid by all owners of all Private Dwellings as a part of the Common Expense, although nothing herein contained shall be construed as releasing the party~~

~~Hable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure. A unit owner, regardless of how his title has been acquired, including a purchaser at a judicial sale, is liable for all assessments which come due while he is the unit owner. The grantee is jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses up to the time of transfer of title, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee.~~

Article XXX

AMENDMENT OF DECLARATION OF CONDOMINIUM

Except for any alteration in the percentage of ownership in Common Property appurtenant to each Private Dwelling, or alteration of the basis for apportionment of assessments which may be levied by Association in accordance with the provisions hereto, in which said instances consent of all of the owners of all Private Dwellings and their respective mortgagees shall be required, and except for any alteration, amendment and modification of the rights and privileges granted and reserved hereunder in favor of the DEVELOPER, which said rights and privileges shall only be altered amended or modified with its express written consent, this Declaration of Condominium may be amended in the following manner.

An amendment or amendments to this Declaration of Condominium may be proposed by the Board of Directors of Association acting upon a vote of the majority of the Directors, or by the members of the Association owning a majority of the Private Dwellings in the CONDOMINIUM, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to this Declaration of Condominium being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of Association, or other officer of Association in the absence of the President, who shall thereupon call a Special Meeting of the members of Association for a date not sooner than twenty-(20) ~~fourteen~~ (14) days nor later than sixty (60) days from receipt by him of the proposed amendment or amendments, and it shall be the duty of the secretary to give to each member written or printed notice of such Special Meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed not less than ten-(10) ~~fourteen~~ (14) days nor more than thirty (30) days before the date set for such Special Meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail addressed to the member at his Post Office address as it appears on the records of Association, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice and such waiver, when filed in the records of Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of the members owning not less than two thirds (2/3rds) of the Private Dwellings in the condominium in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of this Declaration of Condominium shall be transcribed and certified by the President and Secretary of Association as having been duly adopted, and the original or an executed copy of such amendment or amendments so certified and executed with the same formalities as a deed shall be recorded in the Public Records of the county in which the condominium property is situated, within ten (10) days from the date on which the same became effective, such amendment or amendments to specifically refer to the recording data identifying the Declaration of Condominium. Thereafter, a copy of said amendment or amendments in the form in which the same were placed of record by the officers of Association shall be delivered to all of the owners of all Private Dwellings, but delivery

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of a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any member of Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of Association at or prior to such meeting.

AMENDMENT TO BY-LAWS OF WINSTON HOUSE ASSOCIATION, INC.

1. Amendment to Article 4(b)(i) of the By-Laws is hereby deleted in its entirety:

~~(b)(i) The members of the Board of Directors shall be elected by a plurality of the votes cast at the annual meeting of the members of the Association. Election to the Board shall be arranged so as to provide rotation. The first year the nominating committee (appointed by the President of the Association) shall propose not fewer than three members and three directors shall be elected for a term of two years, the next year four directors shall be elected, the next year after that three directors shall be elected again, and so on ad imp.~~

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS DELETED ARE LINED THROUGH WITH HYPHENS.

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