

AMENDMENT TO DECLARATION OF CONDOMINIUM

WHEREAS, on the 18th day of August, 1970, a Declaration of Condominium was filed in O.R. Book 4282, at Page 682, in the Broward County Records for the WINSTON HOUSE ASSOCIATION, INC.; and

WHEREAS, on Monday, the 18th day of March, 1985, a meeting of the members of WINSTON HOUSE ASSOCIATION, INC., a Florida corporation, not for profit, and

WHEREAS, at such meeting the following resolution was adopted in accordance with the provisions for amending the aforesaid Declaration of Condominium:

"BE IT RESOLVED: that Article XX pertaining to Maintenance and Repair by Owners of Private Dwellings, at Page 7 and 8 of said Declaration of Condominium, as recorded in O.R. Book 4282 at pages 688 and 689, be it hereby amended as per the form attached hereto and marked Amended Page 8 so as to substitute the attached amended materials for the original Page 8, appearing at O.R. Book 4282 at Page 689 for the purpose of deleting references to insurance trust."

85 MAR 21 PM 2 07

The undersigned as president and secretary of WINSTON HOUSE ASSOCIATION, INC. do hereby certify that the foregoing is a true and correct copy of the resolution adopted at said meeting.

In witness whereof, we have hereunto set our hands and official seal this 18 day of March, 1985.

WINSTON HOUSE ASSOCIATION, INC.

W. Schneider  
President

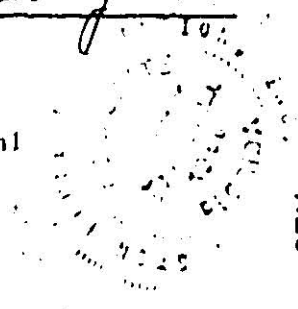
ATTEST:

Charles Harding  
Secretary

Witnesses:

Frank Setzer  
Grant Allen

Affix corporate seal



THIS INSTRUMENT WAS PREPARED BY:

GERALD R. WELLS, ESQ.  
1650 NE 26 St.  
Ft. Lauderdale, Florida 33305  
561-5880

OFF 12419 PAGE 938

MS

the maintenance, repair and replacement of any items for which the owner of a Private Dwelling is obligated to maintain, repair, or replace at his own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by ASSOCIATION, the proceeds of the insurance received by ASSOCIATION, shall be used for the purpose of making such maintenance, repair, or replacement, except that the owner of such Private Dwelling shall be in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance, exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement.

XXI

MAINTENANCE AND REPAIR OF COMMON PROPERTY  
AND LIMITED COMMON PROPERTY BY ASSOCIATION

The ASSOCIATION, at its expense, shall be responsible for the maintenance, repair and replacement of all the COMMON PROPERTY and LIMITED COMMON PROPERTY, including those portions thereof which contribute to the support of the building, and all conduits, ducts, plumbing, wiring and other facilities located in the COMMON PROPERTY and the LIMITED COMMON PROPERTY for the furnishing of utility services, to the PRIVATE DWELLINGS and said COMMON PROPERTY and LIMITED COMMON PROPERTY, and should any incidental damage be caused to any PRIVATE DWELLING by virtue of any work which may be done or caused to be done by ASSOCIATION in the maintenance, repair or replacement of any COMMON PROPERTY, the said ASSOCIATION shall, at its expense, repair such incidental damage.

XXII

LIMITED COMMON PROPERTY

Upon his acquiring a fee simple title interest in and to a private dwelling, each owner shall be assigned a parking space and storage locker. The said spaces are designated as LIMITED COMMON PROPERTY. With respect to such LIMITED COMMON PROPERTY, the owner of the Private Dwelling being assigned the same shall have the exclusive right to use the same; and such exclusive right shall become an appurtenance to said Private Dwelling and shall be encumbered by or subject to any mortgage then or thereafter encumbering said Private Dwelling; and upon the conveyance or passing of title to the Private Dwelling to which the said Limited Common Property is appurtenant, such exclusive right shall pass as an appurtenance thereto in the same manner as the undivided interest in the Common Property appurtenant to such Private Dwelling passes. No conveyance, encumbrance or passing of title in any manner whatsoever to any exclusive right to use Limited Common Property may be made or accomplished separately from the conveyance, encumbrance or passing of title to the Private Dwelling to which it is appurtenant, except that such exclusive right may be separately assigned, transferred or conveyed to the ASSOCIATION, provided that as a condition precedent to the conveyance, assignment or transfer to the Association of said exclusive right, the same shall be released from any mortgage, lien or encumbrance encumbering the Private Dwelling from which such appurtenance is being severed by conveyance, assignment or transfer. Whenever the Association shall become the owner of the exclusive right to use LIMITED COMMON PROPERTY, the acquisition of which such exclusive right shall be by instrument executed with the formality of a deed, such exclusive right may be thereafter by instrument executed in such formality assigned by the ASSOCIATION to any Private Dwelling to the same force and effect as if originally assigned thereto by the Association. However, while the Association shall be

REC 12419 PAGE 939