

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 XXIV pertaining to Insurance Coverage To Be Maintained By The Association; Insurance Trustee, Employment and Duties; Use and Distribution of Insurance Proceeds, Etc. at Paragraph (D) at Pages 10, 11 and 12 of said Declaration of Condominium, as recorded in O.R. Book 4282 at Pages 691, 692 and 693, be and it is hereby amended as per the form attached hereto and marked Amended Page 10, Amended Page 11 and Amended Page 12, so as to substitute the attached amended materials for the original Pages 10, 11 and 12 appearing at O.R. Book 4282 at Pages 691, 692 and 693 for the purposes of terminating that certain Trust Agreement dated March 28, 1977, with Landmark First National Bank, commonly referred to as WINSTON HOUSE ASSOCIATION, INC., Insurance Trust No.03747, and by these amendments name WINSTON HOUSE ASSOCIATION, INC. as a successor insurance trustee."

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.

M. Schneider
President

ATTEST:

Carlise Harding
Secretary

Witnesses:

Fred Setzer
Gary Collins

Affix corporate seal



THIS INSTRUMENT WAS PREPARED BY:

GERALD R. WELLS, ESQ.
1650 NE 26 St.
Ft. Lauderdale, Florida 33305
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AMENDED PARAGRAPH (D) OF XXIV

INSURANCE COVERAGE TO BE MAINTAINED
BY ASSOCIATION

(D) Such other insurance coverage as the Board of Directors of the Association in its sole discretion may determine from time to time to be in the best interest of the Association and the owners of the Private Dwellings.

All liability insurance maintained by the Association shall contain cross-liability endorsements to cover the liability of all owners of Private Dwellings as a group to each Private Dwelling owner.

All insurance coverage authorized to be purchased shall be purchased by Association for itself and for the benefit of all of the owners of all PRIVATE DWELLINGS, and their respective mortgagees as their interests shall appear. The cost of obtaining the insurance coverage authorized above is declared to be a common expense, as are any other fees and expenses incurred which may be necessary or incidental to carrying out the provisions hereof.

All policies of casualty insurance covering the Condominium shall provide for the insurance proceeds covering any loss to be payable to the Winston House Association, Inc., and the insurance proceeds from any casualty loss shall be held by the Association for the use and the benefit of the Association and all of the owners of all Private Dwellings and their respective mortgages, as their interest may appear, and such insurance proceeds shall be applied or distributed in the manner herein provided. The Association is hereby declared to be an appointed Authorized Agent for all the owners of all Private Dwellings for the purposes of negotiating and agreeing to a settlement as to the value and extent of any loss which may be covered under any policy of casualty insurance, and is granted a full right and authority to execute in favor of any insurer a release of liability arising out of any occurrence covered by any policy or policies of casualty insurance and resulting in loss of or damage to insured property.

Where any insurance proceeds are paid to the Association for any casualty loss, the holder or holders of any mortgage or mortgages encumbering a Private Dwelling shall not have the right to determine or participate in the determination of repair or replacement of any loss or damage, and shall not have the right to elect to apply insurance proceeds to the reduction of any mortgage or mortgages, unless such insurance proceeds represent a distribution of the owner or owners of any Private Dwelling or Private Dwellings, and their respective mortgagees, after such insurance proceeds have been first applied to repair, replacement or reconstruction of any loss or damage, or unless such casualty insurance proceeds are authorized to be distributed to the owner or owners of any Private Dwelling or Private Dwellings, and their respective mortgagee or mortgagees, by reason of loss of or damage to any property as to which a determination is made not to repair, replace or restore such property.

In the event of the loss of or damage to Common Property, real or personal, and/or Limited Common Property, and/or Private Dwelling or Dwellings, which loss or damage is covered by the casualty insurance, the proceeds paid to the Association to cover such loss or damage shall be applied to the repair, replacement or reconstruction of such loss or damage, the following order: first, toward the repair, replacement or reconstruction of the Common Property, including the Limited Common Property, and then toward the repair, replacement

AMENDED PAGE

OFF 12419 PAGE 941

or reconstruction of the Private Dwellings. If the insurance proceeds are in excess of the cost of repair, replacement or reconstruction, then such excess insurance proceeds shall be paid by the Association to the owners of all of the Private Dwellings and their respective mortgagees, irrespective of whether there may be exclusive right to use a parking space constituting Limited Common Property appurtenant to any of such Private Dwellings, the distribution to be separately made to the owner of each Private Dwelling and his respective mortgagee or mortgagees, as their interests may appear, in such proportion that the share of such excess insurance proceeds paid to the owner of each Private Dwelling and his said mortgagee or mortgagees, if any, shall bear the same ratio to the total excess insurance proceeds as does the undivided interest in Common Property appurtenant to each Private Dwelling bear to the total undivided interests in Common Property appurtenant to all Private Dwellings. If it appears that the insurance proceeds covering the casualty loss or damage payable to the Association are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be so sufficient, then Association shall set aside a sum which, together with the insurance proceeds received or to be received, will enable the Association to completely pay for the repair, replacement or reconstruction of any loss or damage, as the case may be. The monies to be set aside by the Association, in said latter event, may be paid by the Association out of its Reserve for Replacement Fund, and if the amount in such Reserve for Replacement Fund is not sufficient, then Association shall levy and collect an assessment against the owners of all Private Dwellings and said Private Dwellings in an amount which shall provide the funds required to pay for said repair, replacement or reconstruction without regard to the existence of any exclusive right to use a parking space constituting Limited Common Property which may be an appurtenance to said Private Dwellings.

In the event of loss of or damage to property covered by such casualty insurance, Association shall, within sixty (60) days after any such occurrence, obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before such loss or damage, such estimates to contain and include the cost of any professional fees and premium for such Bond as the Board of Directors of the Association may deem to be in the best interests of the membership of said Association. Wherever it shall appear that the insurance proceeds payable for such loss or damage will not be sufficient to defray the cost of the repair, replacement or reconstruction thereof, the additional monies required to completely pay for such repair, replacement or reconstruction of said loss or damage shall be assessed by the Association.

In the event of the loss of or damage to personal property belonging to the Association, the Insurance proceeds, when received by the Association shall be held by the Association. In the event of the loss of or damage to personal property constituting a portion of the Common Property and should the Board of Directors of the Association determine not to replace such personal property as may be lost or damaged, then the insurance proceeds received by the Association shall be paid to all of the owners of all Private Dwellings and their respective mortgagee or mortgagees, as their interests may appear, in the manner and in the proportions hereinbefore provided for the distribution of excess insurance proceeds.

AMENDED PAGE

-11-

OFF 12419 PAGE 942

XXV

APPORTIONMENT OF TAX OR SPECIAL ASSESSMENT IF LEVIED
AND ASSESSED AGAINST THE CONDOMINIUM AS A WHOLE

In the event that any taxing authority having jurisdiction over the CONDOMINIUM shall levy or assess any Tax or Special Assessment against the CONDOMINIUM, as a whole, as opposed to levying and assessing such Tax or Special Assessment against each Private Dwelling and its appurtenant undivided interest in Common Property as now provided by law, then such Tax or Special Assessment so levied shall be paid as a common expense by Association, and any Taxes or Special Assessments which are to be levied shall be included, wherever possible, in the estimated Annual Budget of Association, or shall be separately levied and collected as an assessment by Association against all of the owners of all Private Dwellings and said Private Dwellings, if not included in said Annual Budget. The amount of any Tax or Special Assessment paid or to be paid by Association in the event that such Tax or Special Assessment is levied against the CONDOMINIUM, as a whole, instead of against each separate Private Dwelling and its appurtenant undivided interest in Common Property, shall be apportioned among the owners of all Private Dwellings so that the amount of such Tax or Special Assessment so paid or to be paid by Association and attributable to and to be paid by the owner or owners of each Private Dwelling shall be that portion of such total Tax or Special Assessment which bears the same ratio to said total Tax or Special Assessment as the undivided interest in Common Property appurtenant to each Private Dwelling bears to the total undivided interest in Common Property appurtenant to all Private Dwellings. In the event that any Tax or Special Assessment shall be levied against the CONDOMINIUM in its entirety, without apportionment by the taxing authority to the Private Dwellings and appurtenant undivided interests in Common Property, then the assessment by Association, which shall include the proportionate share of such Tax or Special Assessment attributable to each Private Dwelling and its appurtenant undivided interest in Common Property, shall separately specify and identify the amount of such assessment

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
E. T. JOHNSON
COUNTY ADMINISTRATOR

REC 12419 PAGE 943

AMENDED PAGE