

This instrument prepared by:
Scott A. Stoloff, Esquire
ST. JOHN, DICKER, CAPLAN, KRIVOK & CORE, P.A.
Will Call Box 110
500 Australian Avenue So., Suite 600
West Palm Beach, Florida 33401
(561) 655-8994

**CERTIFICATE OF AMENDMENT TO THE DECLARATION
OF COVENANTS FOR THE LAKES OF WESTCHESTER**

I HEREBY CERTIFY that the Amendments attached as Exhibit "I" to this Certificate were duly adopted as Amendments to the Declaration of Covenants for the Lakes of Westchester. The original Declaration of Covenants for the Lakes of Westchester is recorded in Official Records Book 9104, Page 776 of the Public Records of Palm Beach County, Florida. Written consent to the Amendments was given in accordance with Section 617.0701(4) of the Florida Statutes. The Declaration affects real property located in Palm Beach County, Florida and is described as follows:

All the lands within the Plat of Piper's Glen - Parcel "E" as recorded in Plat Book 75, Pages 55 through 58, inclusive, of the Public Records of Palm Beach County, Florida and all the lands within the Plat of Piper's Glen - Parcel "E" Replat as recorded in Plat Book 76, Pages 134 through 137 inclusive, of the Public Records of Palm Beach County, Florida.

DATED this 8th day of AUGUST, 1999.

As to witnesses:

LAKES OF WESTCHESTER COUNTRY
CLUB HOMEOWNERS ASSOCIATION, INC.

Print Name: IRWIN SMITH

By: Bob A. Newmark
Bob A. Newmark, President

Print Name: JUDE NEWMARK

Attest: Beverly Rosenberg
Beverly Rosenberg, Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 8 day of August, 1999, by Bob A. Newmark and Beverly Rosenberg, as President and Secretary of the Lakes of Westchester Country Club Homeowners Association, Inc. respectively, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. They are personally known to me or have produced _____ and _____ as identification and who did take an oath.

(S-I-A-L)

NOTARY PUBLIC
State of Florida at Large.
My Commission Expires:

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100



Irwin Smith
My Commission CC838181
Expires April 13 2001

AMENDMENT TO
THE DECLARATION OF COVENANTS
FOR
THE LAKES OF WESTCHESTER

The Lakes Of Westchester Country Club Homeowners Association, Inc. agrees to the following amendment to the Declaration of Covenants for The Lakes of Westchester ("Declaration"). *-(Words underlined are added and words struck-through are deleted.)*

Item 1. Article V. Section 4 of the Declaration of Covenants for The Lakes of Westchester shall be amended to add a new paragraph (g) as follows:

(g) For capital improvements, except in an emergency, the Board of Directors may not expend more than \$25,000.00 for a single item or purpose without approval by a majority of the Parcel Owners, and may not expend more than \$50,000.00 in the aggregate in a fiscal year, without a approval by a majority of the Parcel Owners.

Item 2. Article VI of the Declaration of Covenants for The Lakes of Westchester shall be amended to add a new Section 9 as follows:

Section 9. Parcel Irrigation Systems. The Association shall maintain, repair and replace the irrigation system (including sprinkler heads) for the individual Parcels. Parcel Owners are responsible to operate the irrigation system and properly irrigate the Parcel.

(a) Parcel Owners shall be responsible to advise the Association of any problem or deficiency with the irrigation system serving the Parcels.

(b) Parcel Owners shall be liable for the cost to repair or replace any portion of the irrigation system damaged by the Parcel Owner's failure to promptly advise the Association of any problem with the irrigation system, or caused by an act or omission of the Parcel Owners, or of any guest, invitee or occupant of the Parcel. The cost thereof shall be added to and become part of the assessment to which the Parcel is subject.

(c) The Association shall not be responsible to replace any Parcel landscaping necessitated by a Parcel Owner's failure to promptly advise the Association of any problem with the irrigation system, or by a Parcel Owner's failure to adequately irrigate the Parcel.

Item 3. Article VI of the Declaration of Covenants for The Lakes of Westchester shall be amended to add a new Section 10 as follows:

Section 10. Exterior Painting. The Association shall repaint the exterior of residential dwellings on the Parcels and shall undertake any other repairs or maintenance associated with a repainting project, including but not limited to pressure cleaning roofs. The Association shall determine the repainting schedule and color scheme. If the Association is required to repaint because of damage caused by a Parcel Owner the Association, after approval by two-thirds vote of the Board of Directors, shall have the right, through its agents and employees to enter upon the Parcel and to repaint. The cost thereof shall be added to and become part of the assessment to which the Parcel is subject.

Item 4. Article XVI, Section 15 of the Declaration of Covenants for The Lakes of Westchester shall be amended as follows:

Section 15. Clothes Line. No clothes, linens, or the like, shall be hung on clothes lines or in any other manner, outside of a dwelling such that the same is visible from any street, lakefront Parcel or the golf course.

Item 5. Article XVI of the Declaration of Covenants for The Lakes of Westchester shall be amended to add a new Section 21 as follows:

Section 21. Leasing. If a Parcel is leased, then the lease may occur only after a Parcel Owner provides the Association a copy of the lease and the required security deposit. A Parcel is "leased" when a person other than the Parcel Owner or a member of the Parcel Owner's family provides consideration to occupy a Parcel.

(a) Form. All leases shall be in writing. Before entering into a lease, Parcel Owners shall provide the prospective tenant with a complete legible copy of the Declaration, By-Laws, Articles, and Rules and Regulations, each as amended, and shall certify to the Association, in writing that legible photocopies of these documents have been provided to the prospective tenant.

(1) Each lease shall incorporate, and the prospective tenant shall in writing agree to comply with the Declaration, Articles, By-Laws, and Rules and Regulations, each as amended. Failure of a Parcel Owner or prospective tenant to comply with this subsection shall not relieve the Parcel Owner or prospective tenant from the provisions of the Declaration, By-Laws, Articles and Rules and Regulations, as amended from time to time. The Parcel Owner shall be responsible for any damage to the Common Area caused by the Parcel Owner's tenants, occupants, guests, and invitees.

(2) Only an entire Parcel may be leased.

(b) Term. A Lease may not be less than twelve consecutive months in duration. Only one lease for a Parcel can commence in any twelve month period.

(c) Use. Leased premises shall be used only for single family non-commercial residential purposes.

(d) Security Deposit. The Association shall from time to time determine the amount of a uniform deposit not to exceed \$500.00.

(1) Once paid, the deposit is not subject to increase so long as the lease remains unchanged and no additional tenants are added to the lease.

(2) The Association may in its discretion use the deposit to: reimburse the Association for damages or injuries suffered by the Association if a tenant or tenant's guests or invitees damage Association common areas, damage Association property, or violate Association use restrictions; and, for any delinquent monetary obligation owed by the Parcel Owner or tenant to the Association, including but not limited to any assessment.

(3) The Association shall only be accountable to the Parcel Owner for the deposit. The Association shall not be responsible to the tenant for the deposit.

(e) Subleasing. There shall be no subleasing. Only one lease shall be effective for any Parcel at any time.

(f) Assignment of Rights. Notwithstanding a lease, a Parcel Owner shall retain the right to vote and ancillary corporate membership rights, such as the right to attend Association meetings, and the right to access the Parcel Owner's Parcel.

(g) Family. A "family" for the purposes of this Section is defined as a single individual, parents, siblings, children, grandparents, and spouse. If the tenants are not married, then the term "spouse" shall also include one person who is the equivalent of the tenant's spouse who is part of a single economic unit with the tenant. The Parcel must be maintained as a single economic unit. The Association may require tenants to provide proof of familial relationship between tenants.

(h) Fair Housing Act. None of the provisions contained in this Section are intended to be inconsistent with any local, state, or Federal fair housing law.

(i) Regulations. The Association's Directors may supplement these restrictions by reasonable regulations.

July 1999

This instrument prepared by:
Scott A. Stoiloff, Esquire
ST. JOHN, DICKER, CAPLAN, KRIVOK & CORE, P.A.
Will Call Box 110
500 Australian Avenue So., Suite 600
West Palm Beach, Florida 33401
(561) 655-8994

**CERTIFICATE OF AMENDMENT TO THE DECLARATION
OF COVENANTS FOR THE LAKES OF WESTCHESTER**

I HEREBY CERTIFY that the Amendment attached as Exhibit "I" to this Certificate was duly adopted as an Amendment to the Declaration of Covenants for the Lakes of Westchester. The original Declaration of Covenants for the Lakes of Westchester is recorded in Official Records Book 9104, Page 776 of the Public Records of Palm Beach County, Florida. Written consent to the Amendment was given in accordance with Section 617.0701(4) of the Florida Statutes. The Declaration affects real property located in Palm Beach County, Florida and is described as follows:

All the lands within the Plat of Piper's Glen - Parcel "E" as recorded in Plat Book 75, Pages 55 through 58, inclusive, of the Public Records of Palm Beach County, Florida and all the lands within the Plat of Piper's Glen - Parcel "E" Replat as recorded in Plat Book 76, Pages 134 through 137 inclusive, of the Public Records of Palm Beach County, Florida.

DATED this 25th day of JUNE, 1999.

As to witnesses:

LAKES OF WESTCHESTER COUNTRY
CLUB HOMEOWNERS ASSOCIATION, INC.

Carole Neckrich
Print Name: CAROLE NECKRICH

By: Bob A. Newmark
Bob A. Newmark, President

Florence Adular
Print Name: FLORENCE ADULAR

Attest: Beverly Rosenberg
BEVERLY ROSENBERG Secretary
(Seal)

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 25th day of JUNE, 1999, by Bob A. Newmark and Beverly Rosenberg, as President and Secretary of the Lakes of Westchester Country Club Homeowners Association, Inc. respectively, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. They are personally known to me or ~~have produced~~ and ~~as identification~~ and who did take an oath.

(SEAL)

[Signature]
NOTARY PUBLIC
State of Florida at Large.
My Commission Expires:

14631016 2112

NOTARY PUBLIC
Inam Smith
My Commission CC639181
Expires April 13 2001

THE LAKES OF WESTCHESTER COUNTRY CLUB
HOMEOWNERS ASSOCIATION, INC.

EXHIBIT "1"

Article XI, Section 6 of the Declaration of Covenants for The Lakes of Westchester is amended as follows (additions in text are indicated by underline, deletions in text are indicated by ~~strikeouts~~):

~~Section 6. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by eighty percent (80%) of all the votes entitled to be cast by all the Voting Member. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens) (b) the imposition and collection of assessments as provided in Article V hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Developer or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.~~

THE LAKES OF WESTCHESTER COUNTRY CLUB
HOMEOWNERS ASSOCIATION, INC.

EXHIBIT "J"

Article XI, Section 6 of the Declaration of Covenants for The Lakes of Westchester is amended as follows (additions in text are indicated by underline, deletions in text are indicated by ~~strikeouts~~):

~~Section 6. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by eighty percent (80%) of all the votes entitled to be cast by all the Voting Members. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens) (b) the imposition and collection of assessments as provided in Article V hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Developer or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.~~

PREPARED BY:

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123 N.W. 13th Street
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Boca Raton, Florida 33432

JAN-31-1996 2:55pm 96-033743
ORB 9104 Pg 776

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etc

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FOR
THE LAKES OF WESTCHESTER

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EXHIBITS

- EXHIBIT A - Legal Description
- EXHIBIT B - Articles of Incorporation of Association
- EXHIBIT C - By-Laws of Association

PREPARED BY:
Kerry D. Safier, Esq.
123 N.W. 13th Street
Suite 300
Boca Raton, Florida 33432

DRS 9104 Pg 780

DECLARATION OF COVENANTS

FOR

THE LAKES OF WESTCHESTER

THIS DECLARATION, made by ENGLE HOMES/PALM BEACH, INC., a Florida corporation, hereinafter referred to as "Developer";

WITNESSETH:

WHEREAS, Developer is the owner of certain property in Palm Beach County, Florida, more particularly described in Exhibit A affixed hereto and made a part hereof, and is desirous of subjecting such real property to the covenants, conditions and restrictions hereinafter set forth, each and all of which are for the benefit of such property and each present and future owner and shall apply to and bind every present and future owner of said property and their heirs, successors and assigns; and,

NOW, THEREFORE, Developer hereby declares that the real property described in Exhibit A is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth:

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to THE LAKES OF WESTCHESTER COUNTRY CLUB HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

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

Section 3. "Community" shall mean and refer to that certain real property described in Exhibit "A" affixed hereto and made a part hereof, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Parcel" shall have the meaning as set forth in Florida Statutes Section 617.301 (9) and shall be further defined to provide that, no resubdivision of a Parcel shall be permitted, and no alienation, transfer, demise, sale or lease of a portion of a Parcel shall be permitted. Any such alienation, transfer, demise, sale or lease must be of an entire Parcel. The legal description for each Parcel in the Community shall reference the "Plat(s)" as hereinafter defined and recorded in the Public Records of Palm Beach, County, Florida, together with all structures and improvements thereon. The term "Parcel" shall be synonymous with and have the meaning of "Parcel" as defined herein to the extent the term "Parcel" is used in the previously filed Articles of Incorporation for the Association.

Section 5. "Developer" shall mean and refer to Engle Homes/Palm Beach, Inc., a Florida corporation, its specific successors and assigns as set forth in Article X hereof and as defined in Florida Statute Section 617.301 (5). The term "Developer" shall be synonymous with and have the meaning of "Developer" as defined herein to the extent the term "Developer" is used in the previously filed Articles of Incorporation for the Association.

Section 6. "Articles and By-Laws". It is intended that Articles of Incorporation for the Association be filed with the Florida Secretary of State, substantially in the form attached hereto as Exhibit B, and By-Laws for the Association be adopted substantially in the form attached hereto as Exhibit C.

Section 7. "Public Records" shall mean the public records of Palm Beach County, Florida, as recorded in the Clerk of the Circuit Court's office thereof.

Section 8. "Institutional Mortgagee" shall mean a state or federal bank, savings and loan association or service company, a mortgage corporation or mortgage banker, insurance company, real estate or mortgage investment trust, pension fund, an agency of the Parceled States Government, F.N.M.A., HUD/VA or any other lender generally recognized as an institutional-type lender, or Developer and any related entity or person to Developer, holding a mortgage on a Parcel.

Section 9. "Member" shall mean a member of the Association.

Section 10. "Governing Documents" shall have the meaning as set forth in Florida Statute Section 617.301 (6).

Section 11. "Common Area" shall mean all real property (and interests therein and improvements thereon) owned or leased by or dedicated to the Association for the common use and enjoyment of the Members, including, but not limited to, the Tracts as depicted upon and dedicated to the Association pursuant to the Plat(s) and as may be further hereinafter defined specifically, but not limited to, Article III hereof.

Section 12. "Voting Interest(s)" shall have the meaning as set forth in Florida Statute Section 617.301 (11).

Section 13. "Plat(s)" shall mean the plat of "Pipers Glen - Parcel 'E'" as recorded in Plat Book 75, Pages 55 through 58, inclusive, of the Public Records of Palm Beach County, Florida, and all land within the plat of Pipers Glen - Parcel "E" Replat, as recorded in Plat Book 76, Pages 134 through 137, inclusive, of the Public Records of Palm Beach County, Florida.

Section 14. "Master Association" shall mean and refer to the Westchester Community Master Association, Inc.; see Article XVIII hereof for further information.

ARTICLE II

ANNEXATION, WITHDRAWAL, VACATING AND DISSOLUTION

Section 1. Annexation by Developer. Until such time as Class B membership to the Association has ceased pursuant to the provisions of Article IV hereof, additional residential property and/or Common Area may be annexed to the Properties with the consent and approval of Developer. Except for applicable governmental approvals, no consent from any other party, including Class A members, or any mortgagees of any Parcels shall be required. Such annexed lands shall be brought within the scheme of this Declaration by the recording of a short form Notice of Declaration and shall be executed by Developer and recorded in the Public Records. The short form of Declaration shall refer to this Declaration and shall, unless specifically otherwise provided, incorporate by reference all the terms, protective covenants and conditions of this Declaration, thereby subject said annexed lands to such terms,

covenants, conditions and restrictions as fully as though said annexed lands were described herein as a portion of the Properties. Such Notice of Declaration may contain such additions or modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such a Notice of Declaration revoke, modify or, subject to the covenants established by this Declaration as to the Properties. Any such annexation as contemplated by this Section 1. shall require the approval of the Master Association.

Section 2. Annexation by Members. At such time as Class B membership has ceased pursuant to the provisions of Article IV hereof, additional lands may be annexed with the consent of two-thirds (2/3rds) of the vote of the membership in the Association and applicable governmental approvals. Any such annexation as contemplated by this Section 2. shall also require the approval of the Master Association.

Section 3. Withdrawal. For a period of five years from the date of recordation of this Declaration, the Developer shall be entitled to withdraw any portion of the Properties which are described in Exhibit A affixed hereto (or any additions thereto which may be annexed in accordance with the provisions of Section 1 of this Article II) from the provisions and applicability of this Declaration and the Articles and By-Laws attached hereto, by recording a notice thereof in the Public Records; provided, however, that this right of Developer to withdraw shall not apply to any portions of the Properties which have been conveyed to a Purchaser thereof unless said right is specifically reserved in such conveyance. The withdrawal of any portion of the Properties as hereinafter stated shall not require the consent or joinder of any other party, including any Owner, the Association, or any Mortgagee of the Properties provided applicable governmental approvals are obtained. Notwithstanding the foregoing, any such withdrawal as contemplated by this Section 3. shall require the approval of the Master Association.

Section 4. Vacating of Recorded Plat(s). Developer hereby covenants that it will not vacate any portion of the recorded Plat(s) for the Properties, as recorded in the Public Records, which provide for open space, unless it vacates the entire Plat(s) of record, however, the Developer shall have the right to replat all or a portion of the properties as necessary within its discretion.

Section 5. Dissolution. In the event of the dissolution of the Association, other than incident to a merger or consolidation, any Member may petition the Circuit Court of the Fifteenth Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Properties, in the place and instead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the Properties.

Section 6. Termination of the Association. In the event of a termination of the Association, The Lakes of Westchester Country Club Homeowners Association, Inc. shall be authorized, and have the right but not the obligation, to maintain the landscaping of the common areas as designated herein or later added or withdrawn pursuant to Articles II and IX herein.

ARTICLE III

AREAS

Section 1. Common Area. Initially, the Common Area associated with this Association are the following Tracts: (1) A and B for private street purposes; (2) C and D for driveway purposes; (3) E, G-1, G-2, H, I-1, I-2, J-1, J-2, and K for open space purposes; (4) F and M for recreational purposes; (5) N and O for littoral zone purposes and other easements as set forth and depicted on the Plat(s) and as may be created by separate instrument.

Section 2. Non-Exclusive Use of Common Area. Due to the configuration of the boundary lines of certain of the Parcels and in order to comply with the applicable governmental building and zoning codes, small sections of land may not have been included within the boundaries of a Parcel and, therefore have become a portion of the Common Area. Since these small sections of land are isolated from other Common Areas, it may be necessary for sprinkler systems of Individual Parcels to be extended so as to provide irrigation for landscaping of these small sections of Common Area. In consideration of a Parcel Owner's sprinkler system being so extended, a non-exclusive easement of use shall be granted to such Parcel and Parcel Owner, as a covenant running with the Land to permit the Parcel Owner of such Parcel, and his successors and assigns, the use of such isolated section of Common Area. By acceptance of such non-exclusive easement of use, the Parcel Owner and Parcel Owner's successors and assigns, as a covenant running with the land, agree to be obligated to permit the sprinkler system servicing such section of land to be connected to Parcel Owner's sprinkler system in order to operate thereon and, subject to the Association's obligations of maintenance of landscaping and sprinkler systems, the Parcel Owner shall be responsible and obligated to maintain and repair such isolated section of land and the sprinkler system thereon. The Developer reserves the right to grant such easements of use upon such isolated parcels as the Developer determines in the Developer's sole discretion.

Section 3. Property Rights. Except with respect to any portion of the Common Area subjected to an non-exclusive use easement or subject to a restriction as to lakefront property, each Parcel Owner shall have a right and easement of enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to and pass with the title of each Parcel, subject to the right of the Association to adopt rules and regulations governing the use and enjoyment thereof, and the right of the Association to grant permits, licenses and easements thereover for utilities, roads and other purposes reasonably necessary or useful for the maintenance or operation of the Community. Further, such Common Area easement rights shall be subject to the following provisions:

(a) The right of the Association to suspend the right to use all or a portion of the Common Area by a Member and/or Member's tenants, guests and invitees for any period during which any assessment against Member's Parcel remains unpaid, and to fine and/or suspend such Member's right to use all or a portion of the Common Area for a reasonable period of time for any infraction of its published rules and regulations, provided, however, that a Member may not be denied access, ingress or egress to such Member's Parcel and such fine and/or suspension is imposed in accordance with F.S. 617.305 (2) and the Bylaws. In the event of such suspension, a Member shall not be entitled to any abatement or reduction in assessments due the Association.

(b) 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 and subject to such conditions as may be agreed to by the Members. No such dedication or transfer (except as permitted in subsection (d) of this Section 3.) shall be effective without consent of Members entitled to vote at least two-thirds (2/3) of the voting interests of the Association.

(c) Rules and regulations adopted by the Association governing use and enjoyment of the Common Area.

(d) The right of the Association to grant permits, licenses, and easements over the Common Area for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Community.

Section 4. Delegation of Use. Any Member may delegate by written instrument to the Association such Member's right of enjoyment to the Common Area to specified persons in Member's family, Member's tenants or contract purchasers who reside in the Parcel and in the Community.

Section 5. Ingress and Egress. Any conveyance or encumbrance upon that portion of the Common Area providing ingress and egress to and from each Parcel is subject to every Member's right and easement of ingress and egress of such area.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Parcel Owner of a Parcel shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Parcel.

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

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

Class B. The Class B members shall be the Developer and shall be entitled to two hundred (200) votes. The Class B membership shall cease on the happening of one of the following earlier:

(a) Four (4) months after 75% of the Parcels that will be ultimately operated by the Association have been conveyed to Parcel purchasers; or,

(b) Five years following conveyance of the first Parcel in the Community to a Parcel purchaser; or,

(c) Such earlier date as Developer may determine.

ARTICLE V

COVENANT FOR ASSESSMENTS

Note: With respect to the lien rights and liabilities hereinafter provided, such rights and liabilities shall encompass not only a particular Parcel, but shall also encompass any additional real property rights which may have been granted to a Parcel Owner in accordance with Section 2 of Article III of this Declaration of Covenants.

Section 1. Payment of Assessments. The Developer hereby covenants, creates and establishes, and each Parcel Owner of a Parcel, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner, shall hereafter be deemed to have

covenanted and agreed to pay to the Association the following dues, fees, charges and assessments, subject to the provisions of Section 3 of this Article V:

(a) Any annual assessment or charge for the purpose of operating the Association and accomplishing any and all of its purposes.

(b) Any special assessments for emergencies, or non-recurring expenses; such assessments shall be in equal amounts against the Parcel Owners of each Parcel.

(c) Charges incurred in connection with the enforcement of any of the terms and conditions hereof, including reasonable attorney fees and costs reasonable.

(d) Fees or charges that may be established for such purpose deemed appropriate by the Board of Directors of the Association.

(e) Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. Such assessments shall be in equal amounts against the Parcel Owners of each Parcel.

(f) The assessments under (a), (b) and (c) above shall be in equal amounts to all Parcel Owners, subject to the provisions of Section 3. Of this Article V. Such equal amount shall be determined by dividing the assessment by a fraction; the numerator of which is one (1) and the denominator of which is the number of Parcels in The Lakes of Westchester submitted to this Declaration at the time the assessment was enacted.

Section 2. Creation of the Lien and Liability of Parcel Owner. The Developer, for each Parcel owned within the Community hereby covenants, and each Parcel Owner of any Parcel by acceptance of a deed or instrument of conveyance for the acquisition of title to a Parcel, whether or not it shall be so expressed in such deed or instrument, is deemed to covenant and agree that the annual and special assessments, or other charges and fees set forth in Section 1 hereof, together with interest, late fees, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Parcel against which each such assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records, stating the description of the Parcel, name of the Parcel Owner, amount due and the due dates. Each such assessment, together with interest, late fees, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Parcel Owner of such property at the time when the assessment fell due, as well as his heirs, legal representatives, successors and assigns.

Section 3. Commencement of First Assessment. Assessments provided herein shall first commence as to each Parcel on the day of the conveyance of title of each Parcel to a purchaser thereof (unless otherwise specifically set forth by Developer in such conveyance to the contrary). The annual assessments in effect at that time shall be adjusted according to the number of months remaining in the calendar year after such date.

Section 4. Establishment of Assessments. The Board of Directors of the Association shall approve and establish all sums which shall be payable by the members of the Association in accordance with the following procedures:

(a) The Board of Directors shall prepare an annual operating budget, reflecting the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Association, Developer or another person. The Board of Directors shall provide written notice of the amount and date of commencement thereof to each Owner not less than thirty (30) days in advance of the initial

due date thereof. Annual assessments shall be payable at such time or times as the Board of Directors shall direct, which shall be monthly unless otherwise specifically set forth. Assessments may include an amount for reserves so as to enable the Association to establish and maintain an adequate reserve fund for periodic maintenance, repair and replacement of improvements to the Common Areas.

(b) Annual assessments against the Parcel Owners of all of the Parcels shall be established after the adoption of an operating budget, and written notice of the amount and date of commencement thereof shall be given to each Parcel Owner not less than thirty (30) days in advance of the date thereof. Annual assessments shall be payable at such time or times as the Board of Directors shall direct which shall be monthly until otherwise directed.

(c) Special Assessments against the Parcel Owners and all other fees, dues and charges, including assessments for the creation of reasonable reserves, may be established by the Board of Directors at any regular or special meeting thereof, and shall be payable at such time or times as the Board of Directors shall direct.

(d) The Board of Directors may, from time to time, establish by a resolution, rule or regulation, specific fees, dues or charges to be paid by Parcel Owners of Parcels for any special or personal use of facilities, or to reimburse the Association for the expenses incurred in connection with the enforcement of any of the terms of this Declaration. Such sums shall be payable by the affected member at such time or times as shall be established by the resolution, rule or regulation.

(e) The Association shall prepare a roster of the Parcels and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Parcel Owner. The Association shall, upon request, furnish any Parcel Owner a certificate in writing signed by an officer of the Association, setting forth whether his assessment has been paid and/or the amount which is due as of any date. As to parties without knowledge of error, who rely thereon, such certificates shall be conclusive evidence of payment or partial payment of any assessment therein stated having been paid or partially paid.

(f) Developer may establish a Working Capital Fund for the initial months of operation of the Association, which shall be collected from each Parcel purchaser at the time of conveyance of each Parcel to such purchaser in an amount equal to two months of the annual assessment for each Parcel. Each Parcel's share of the Working Capital Fund shall be collected and transferred to the Association at the time of closing of the sale of each Parcel. The purpose of this fund is to assure that the Association's Board of Directors will have cash available to meet any legitimate Association expense, or to acquire additional equipment or services deemed necessary or desirable by the Board of Directors. Amounts paid into the fund at closing are not to be considered advance payment of any assessments under this Article V, and are not refundable or transferable. In the event that during the startup of the Association, the Association does not have adequate working capital to meet its expenses, the Developer may, but is not obligated, to advance funds on behalf of the Association, and if such advances are made by the Developer then they shall be reimbursed to the Developer by the Association from such Working Capital Fund.

(3)

Section 5. Effect of Nonpayment of Assessments; Remedies of the Association. If any assessment is not paid within thirty (30) days after the due date a late fee of \$25.00, beginning from the due date, may be levied by the Board of Directors for each month the assessment is unpaid. The Association may at any time thereafter bring an action at law against the Parcel Owner personally obligated to pay the same, and/or foreclose the lien against the property. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the

(g) For capital improvements, except in an emergency, the Board of Directors may not expend more than \$25,000.00 for a single item or purpose without approval by a majority of the Parcel Owners, and may not expend more than \$50,000.00 in the aggregate in a fiscal year, without a approval by a majority of the Parcel Owners.

assessment all costs and expenses, including attorneys' fees, required to collect same. No Parcel Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of such Parcel.

Section 6. Subordination of the Lien to Mortgages. As hereinabove provided in Section 2, the lien of the Association for assessments and other charges of the Association becomes effective from and after recording of a Claim of Lien in the Public Records. This lien of the Association shall be subordinate to a first mortgage on any Parcel or to a mortgage by an Institutional Mortgagee on any Parcel, which mortgage is recorded in the Public Records prior to any said Claim of Lien against the same Parcel being recorded in the Public Records. A lien for assessments shall not be affected by any sale or transfer of a Parcel; provided, however, that in the event of a sale or transfer pursuant to a foreclosure of a first mortgage, a foreclosure of a mortgage held by an Institutional Mortgagee, or a deed in lieu of foreclosure of a first mortgage or of a mortgage held by an Institutional Mortgagee, the acquirer of title, his successors and assigns, shall not be liable for assessments pertaining to the Parcel or chargeable to the former Parcel Owner of the Parcel which became due prior to such sale or transfer. However, any such unpaid assessments for which such acquirer of title is not liable, may be reallocated and assessed to all Parcels (including such acquirer of title) as an Association expense. Any such sale or transfer pursuant to a foreclosure or deed in lieu of foreclosure shall not relieve the Purchaser or Transferee of a Parcel from liability for, nor the Parcel from the lien of, any assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent assessments from the payment thereof, or the enforcement of collection by means other than foreclosure.

Section 7. Assessments During Class B Membership. Notwithstanding anything to the contrary contained in this Article V, until such time as the Developer's Class B Membership in the Association terminates in accordance with the provisions of Article IV hereof, and at Developer's option, for the period of time of Developer's Class B membership, unless terminated earlier at Developer's sole discretion, Developer may be excused from payment of its share of assessments related to its Parcels, and in such event, Developer shall be responsible to pay any operating expenses incurred that exceed the assessments receivable from other Parcel Owners and other income of the Association.

ARTICLE VI

MAINTENANCE OBLIGATION OF ASSOCIATION

Section 1. Landscaping and Irrigation. The Association shall maintain all landscaping, vegetation, grass, plants, trees, and the like, for individual Parcels, use easement areas as assigned to individual Parcels and the Common Areas, and irrigation systems (including sprinkler heads) for same for the Common Area defined in Article III hereof. If any of the foregoing landscaping pertaining to an individual Parcel requires replacement, it shall be the responsibility of the Parcel Owner of such Parcel to do so, at such Parcel Owner's expense; unless such replacement is necessitated by an act or omission to act by the Association under its maintenance requirements. In the event that a fenced-in privacy area is constructed and attached to a Parcel, adequate access to this privacy area may be provided to enable the Association to perform its maintenance obligations, but if none is so provided, then the Association shall not be responsible for providing any maintenance within this privacy area, and the Parcel Owner thereof shall have such responsibility and not be entitled to claim any abatement of any portion of the annual assessment by the Association due to such a situation. If the installation of fencing by an Parcel Owner increases the cost to the Association of performing this landscape maintenance, then the Board of Directors may cause such Parcel Owner to pay such increases as a special assessment. Further, the Association shall maintain and care for landscaping areas and all walls bordering Pipers Glen Boulevard and any common

area property which the Association shall have transferred to it or dedicated to it subsequent to the execution and recording of the Declaration.

Section 2. Common Area Painting. The Association shall be responsible for the painting and maintenance of the wall along Pipers Glen Boulevard as well as the entrance sign walls and all recreation area buildings.

Section 3. Roadway and Drainage. The Association shall maintain and repair the private roadways, including the drainage system contained therein, serving the Parcels, which roadways are labeled respectively Tracts A, B, C and D on the Plat(s) and drainage system associated therewith.

Section 4. Right of Entry by Association. Whenever it is necessary to enter a Parcel for the purpose of performance of any maintenance duties by the Association, the Owner thereof shall permit an authorized agent of the Association to go upon the Parcel, provided that such entry shall be made only at reasonable times. In the case of emergency such as, but not limited to, fire or hurricane, entry may be made at any time. Each Owner does hereby appoint the Association as its agent for the purposes herein provided and agrees that the Association shall not be liable for any alleged property damage or theft caused or occurring on account of any entry.

Section 5. Cable Television. The Board of Directors of the Association is authorized to negotiate and enter into a bulk contract for the provision of cable television services to the Properties, under such terms and conditions as the majority of the Board of Directors deems appropriate in its discretion. The costs of basic cable television service to be provided under such bulk contract shall be added to the Operating Budget of the Association and shall be a portion of the annual assessment payable by the Parcel Owners of all Parcels in this Association. The provision of premium cable services to each Parcel shall be determined by each individual Parcel Owner, as each such Parcel Owner determines, and the costs for such premium services shall be borne directly by such Parcel Owner.

Section 6. Alarm Monitoring System. All Parcels are required to have and shall have an alarm monitoring system installed so that all such alarm systems shall be able to be connected to one alarm company for servicing and monitoring. The Association shall be responsible for contracting with an Alarm Company for monitoring for all of the Parcels' alarm systems and all Parcel Owners will be required to use this alarm company and shall pay a monthly maintenance charge together with other assessments pursuant to Article V herein through the Association for such monitoring service. All maintenance and/or repairs necessary to the functioning and operation of the installed alarm system shall be the responsibility of the Parcel Owner and all Parcel Owners shall maintain their alarm system in working order at all times. Neither the Developer nor the Association shall be responsible or liable to any Parcel Owner for any injury, damage or other claim resulting from the use, activity, inability or failure of such system.

Section 7. Miscellaneous. The Association shall be responsible for the general maintenance of the recreation area and payment for the operation and monthly electricity charges for all street lights and other common area expense. Notwithstanding anything contained herein to the contrary, the Association may be required by the Westchester Community Master Association, Inc. Declaration ("Master Association"), as same may be amended from time to time, to collect certain fees and/or assessments on behalf of the Master Association, and if so required by the Master Association, then the Association shall be responsible to collect said fees and/or assessments and to remit same to the Master Association.

Section 8. Littoral Plantings. The Association shall be responsible for maintenance of the planted littoral zones (Tracts N and O of the Plat(s)) in the following manner:

(a) A minimum of eighty percent (80%) survivorship and a minimum of seventy percent (70%) coverage of the original planted littoral zone is required.

(b) Exotic and invasive plant species such as cattails, primrose willows and water hyacinth, shall be restricted to less than ten percent (10%) of the planted littoral zone.

ARTICLE VII

MAINTENANCE OBLIGATION OF PARCEL OWNERS

Section 1. Maintenance of Residences. Except with respect to landscaping as set forth in Article VI, each Parcel Owner shall be responsible for the repair, maintenance and/or replacement of all portions of the residential dwelling and other improvements of the Parcel.

Section 2. Landscaping. In the event any landscaping upon a Parcel requires replacing, then the Parcel Owner thereof shall do so, at the Parcel Owner's expense, unless such replacement is necessitated by an act or omission to act by the Association under its maintenance requirements. Each Parcel Owner is strictly prohibited from performing any maintenance duties of the Association without prior consent of the Board of Directors and is prohibited from planting any additional landscaping or the like without said consent. Should any Parcel Owner undertake any unauthorized improvements or modifications to the landscaping, the Association, after approval of a majority vote of the Board of Directors and upon ten days' prior written notice to the Parcel Owner, shall have the right, through its agents and employees, to enter upon said Parcel and remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs to the Association, shall be added to and become a part of the assessment to which the Parcel is subject.

ARTICLE VIII

EASEMENT UPON THE PARCELS

Section 1. Easement for Encroachments. In the event that any dwelling or other improvement upon a Parcel, as originally constructed by Developer, shall encroach upon any other Parcel or Common Area, then an easement appurtenant to such shall exist for so long as such encroachment shall naturally exist.

Section 2. Three Foot Easement. Except for some Parcels located on the corner of an intersection of two streets, all dwellings are to be constructed so as to abut a side yard boundary line (commonly referred to as a "zero lot line" side yard setback). There is hereby created a three-foot easement upon each Parcel which is adjacent to a zero lot line, running parallel to, and for the entire length of, the boundary line of such Parcel. This shall be a perpetual easement running with the land for the benefit of the Parcel upon which the dwelling is constructed abutting said zero lot line, for the purpose and uses of drainage, roof overhang, utilities and access to the rear of the adjacent Parcel and for maintenance to the dwelling constructed upon the boundary line. Further, this easement shall also be in favor of Florida Power and Light Company for the installation and maintenance of its cables, lines, meters and other apparatus for the provision of electrical service to the Parcels.

Section 9. Parcel Irrigation Systems. The Association shall maintain, repair and replace the irrigation system (including sprinkler heads) for the individual Parcels. Parcel Owners are responsible to operate the irrigation system and properly irrigate the Parcel.

(a) Parcel Owners shall be responsible to advise the Association of any problem or deficiency with the irrigation system serving the Parcels.

(b) Parcel Owners shall be liable for the cost to repair or replace any portion of the irrigation system damaged by the Parcel Owner's failure to promptly advise the Association of any problem with the irrigation system, or caused by an act or omission of the Parcel Owners, or of any guest, invitee or occupant of the Parcel. The cost thereof shall be added to and become part of the assessment to which the Parcel is subject.

(c) The Association shall not be responsible to replace any Parcel landscaping necessitated by a Parcel Owner's failure to promptly advise the Association of any problem with the irrigation system, or by a Parcel Owner's failure to adequately irrigate the Parcel.

Section 10. Exterior Painting. The Association shall repaint the exterior of residential dwellings on the Parcels and shall undertake any other repairs or maintenance associated with a repainting project, including but not limited to pressure cleaning roofs. The Association shall determine the repainting schedule and color scheme. If the Association is required to repaint because of damage caused by a Parcel Owner the Association, after approval by two-thirds vote of the Board of Directors, shall have the right, through its agents and employees to enter upon the Parcel and to repaint. The cost thereof shall be added to and become part of the assessment to which the Parcel is subject.

ARTICLE IX RIGHTS OF DEVELOPER

Section 1. Sales Office. For so long as the Developer owns any property affected by this Declaration the Developer shall have the right to transact any business necessary to consummate sales of any said property or other properties owned by Developer, including but not limited to, the right to maintain model dwellings, have signs and flags on any portion of the Properties, employees in the offices, and show dwellings. Sales Office signs and all items pertaining to sales shall remain the property of the Developer.

Section 2. Developer Exempt. The Developer, Parcels owned by Developer and improvements made by Developer shall be exempt from the prohibition as to adding or altering the landscaping on any Parcels.

Section 3. Common Areas. For so long as Developer owns any property affected by this Declaration the Developer shall have the right to create and transfer, out of properties as defined herein and as set forth on Exhibit A affixed hereto, any common areas which it deems in its discretion to be necessary, required or otherwise a benefit to the development as such and in furtherance of the purposes, restrictions and covenants of this Declaration.

Section 4. Access for Construction and Sales Purposes. The Developer shall have a right to access and easement on, over, under and through all of the property described herein, or later added or annexed hereto, for construction and sales purposes, for so long as Developer owns any property included within the property described herein, or later added or annexed.

Section 5. Right to Alter. Developer reserves the right to alter the boundaries of all Parcels so long as Developer owns the Parcels so altered. Said alteration may be accomplished by Developer as permitted by applicable governmental authorities.

Section 6. Indemnification. The Association covenants and agrees that it will indemnify, defend and hold harmless Developer, and any related partners, corporations, or other entities, parent corporations and their employees from and against any and all claims, suits, actions, causes of action and/or damages arising from any personal injury, loss of life and/or damage to property sustained on or about Committed or Uncommitted Property or other property serving the Association, or resulting or arising out of the operation of the Association and improvements thereof and thereon, or resulting from or arising out of activities or operation of the Association, and from and against all costs, expenses, counsel fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred by Developer arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments and/or decrees which may be entered thereon. The costs and expense of fulfilling this covenant of indemnification set forth in this paragraph shall be an Association Expense to the extent such matters are not covered by the Association's insurance. This Section shall not be amended unless such amendment is made by the Developer or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

ARTICLE X

ASSIGNMENT OF POWERS

All or any part of the rights and powers and reservations of the Developer hereinafter contained may be deeded, conveyed, or assigned to other persons or entities by an instrument in writing duly executed, acknowledged and recorded in the Public Records.

ARTICLE XI

GENERAL PROVISIONS

Section 1. 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. In any such suit the prevailing party shall also be entitled to recovery of all costs and expenses including court costs and attorneys' fees.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. 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 at any time and from time to time upon approval of Owners who are entitled to vote a majority of all votes of the Association and the execution and recordation of an instrument containing a certification by the President and Secretary of the Association that the amendment is duly adopted, PROVIDED that for the period of time Developer owns one (1) or more Parcels, the Developer's written consent must first be obtained; and FURTHER PROVIDED, that for so long as Class B membership in the Association exists, the Declaration may be amended by the execution and recordation of an instrument executed solely by a majority of the Board of Directors. The Developer shall have the right at any time within five (5) years from the date hereof to amend this Declaration to correct scrivener's errors or to clarify any ambiguities determined to exist herein. No amendment shall alter the subordination provisions of this Declaration without the prior approval of any mortgagee enjoying such protection. The Master Association and this Association shall be notified of any amendments prior to enactment and Master Association approval shall be obtained as provided in Article VIII, Section 2. of the Master Declaration. It is further provided that in order to be effective any amendment to this Declaration must be recorded in the Public Records of Palm Beach County, Florida.

Notwithstanding any of the above, for such time that Developer owns one or more Parcels, Developer's written consent must first be obtained to any amendment. The Developer shall have the right at any time within five (5) years from the date hereof to amend this Declaration to correct scrivener's errors or to clarify any ambiguities determined to exist herein. No amendment shall alter the subordination provisions of this Declaration without the prior approval of any mortgagee enjoying such protection.

Notwithstanding anything contained herein to the contrary, the prior written approval of the South Florida Water Management District is required for any amendments to this Declaration that could affect the surface water management system.

Section 4. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

Section 5. Boundary Line Wall. As to those Parcels upon which a residential dwelling is constructed in such a manner that a structural wall of the dwelling abuts the boundary line of a Parcel (commonly referred to as a "Zero Lot Line" dwelling), then and in that event the Owner of such dwelling shall not possess the right to cut windows or other openings in such wall, such prohibition being for the purpose of enhancing the privacy of the Owner of the adjoining dwelling.

~~Section 6. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by eighty percent (80%) of all the votes entitled to be cast by all of the Voting Members. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Article V hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Developer or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.~~

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ARTICLE XII

INFORMATION TO LENDERS AND PARCEL OWNERS

Section 1. Records Available. The Association shall make available to Owners and to lenders, and to holders, insurers, or guarantors of any first mortgage on any Parcel, current copies of this Declaration of Restrictions, the Articles of Incorporation or By-Laws of the Association, other rules concerning these Properties and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

Section 2. Financial Statement. Any holder of a first mortgage upon a Parcel shall be entitled, upon written request, to a financial statement of the Association for the immediately preceding fiscal year.

Section 3. Notices. Upon written request to the Association by a holder, insurer, or guarantor of any mortgage of a Parcel (hereinafter referred to as "Lender"), which written request shall identify the name and address of the Lender and the Parcel number and address thereof, the Lender will be entitled to timely written notice of:

- (a) Any condemnation loss or casualty loss which affects either a material portion of the Properties, or the Parcel securing its mortgage;
- (b) Any delinquency in the payment of assessments or charges owed by an Owner of a Parcel subject to a first mortgage held by the Lender, which remains uncured for a period of sixty (60) days;
- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- (d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

Section 4. Conflicts. As determined by Developer, there may be incorporated as part of this Declaration, and, where applicable, the Articles and By-Laws of the Association, any and all provisions which now or hereafter may be required under the regulations or guidelines of FNMA, FHLMC, GNMA, VA and FHA so as to make any first mortgage encumbering a Parcel eligible for purchase by FNMA, FHLMC or GNMA, and eligible under VA or FHA, and such provisions shall supersede any conflicting matters contained in this Declaration, the Articles or By-Laws, except to the extent compliance with any regulation or guideline is waived by FNMA, FHLMC, GNMA, VA or FHA.

Should FNMA, FHLMC, GNMA, VA or FHA require an amendment to this Declaration, the Articles or By-Laws, then such amendment may be made and filed by the Developer or Association without regard to any other provisions herein contained regarding amendments, and without any requirement of securing the consent of any Parcel Owner.

Further, in the event of any inconsistency between this Declaration and the Declaration of Covenants, Conditions and Restrictions of The Lakes of Westchester Country Club Homeowners Association, Inc., the provisions of the latter mentioned document shall supersede, govern and control.

ARTICLE XIII

INSURANCE

Section 1. Parcels. Since this Association is created solely for the purpose of providing maintenance services, as herein described, there are no provisions herein as to the procuring of insurance on any Parcel. Such insurance shall be obtained by each Owner. The Association has no obligation whatsoever regarding Parcel insurance.

Section 2. Common Areas. The Association shall purchase and maintain a policy of property insurance covering all the Common Areas (except land, foundation, excavation and other items normally excluded from coverage) and any common personal property and supplies. This insurance policy shall afford, as a minimum, protection against loss or damage by fire and other perils normally covered by a standard extended coverage endorsement, as well as all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available. This policy shall be in an amount equal to one hundred percent (100%) of current replacement cost of the Common Areas, exclusive of land, foundation, excavation and other items normally excluded from coverage. The policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association. The Association shall also obtain, if available, the following special endorsements: "Agreed Amount" and "Inflation Guard Endorsement".

Section 3. Liability Insurance. The Association shall maintain comprehensive general liability insurance coverage covering all of its maintenance activities. The coverage shall be at least for One Million Dollars (\$1,000,000.00) for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with its maintenance activities, and legal liability arising out of lawsuits related to employment contracts of the Association. Such policies must provide that they may not be cancelled or substantially modified by any party, without at least ten (10) days' prior written notice to the Association.

Section 4. Fidelity Bonds. The Association shall maintain a blanket fidelity bond for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds of or administered by the Association. In the event the Association

delegates some or all of the responsibility for the handling of the funds to a management agent, such bonds are required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of the Association. The amount of the fidelity bond shall be based upon best business judgment and shall not be less than the estimated maximum of funds, including reserve funds, in custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than an amount equal to three months aggregate assessments on all Parcels, plus reserve funds. The fidelity bonds required herein must meet the following requirements:

- (a) Fidelity bonds shall name the Association as an obligee.
- (b) The bonds shall contain waivers by the insurers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee", or similar terms or expressions;
- (c) The premiums on all bonds required herein for the Association (except for premiums on fidelity bonds maintained by a management agent, or its officers, employees and agents), shall be paid by the Owner's Association as a common expense;
- (d) The bond shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Association.

Section 5. Directors and Officers Errors and Omissions Insurance. The Association shall maintain errors and omissions insurance for all of its past and present directors and officers, including but not limited to any officer or director appointed or elected by the Developer, which insurance shall provide coverage for any acts taken or omissions made, and further that said insurance shall at all times contain tail coverage in order that there shall never be a gap in coverage for any act or omission by any officer or Director of the Association.

Section 6. Purchase of Insurance. All insurance purchased pursuant to this Article XIII shall be purchased by the Association for the benefit of the Association, the Owners and their respective mortgagees, as their interest may appear, and shall provide for the issuance of certificates of insurance and mortgagee endorsements to Owners and any or all of the holders of institutional first mortgages. The policies shall provide that the insurer waives its rights of subrogation as to any claims against Owners and the Association, their respective servants, agents and guests. Each Owner and the Association hereby agree to waive any claim against each other and against other Owners for any loss or damage for which insurance hereunder is carried where the insurer has waived its rights of subrogation as aforesaid.

Section 7. Cost and Payment of Premiums. The Association shall pay the cost of obtaining all insurance hereunder, excluding only the insurance as may be purchased by individual Owners, and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof.

Section 8. Association as Agent. The Association is irrevocably appointed agent for each Owner, for each Owner of a Mortgage upon a Parcel and for each Owner of any other interest in a Parcel or the Common Area to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

Section 9. Estimates. In all instances hereunder, immediately after a casualty causing damage to the property for which the Association has the responsibility of maintenance and repair, the Association shall obtain a reliable, detailed estimate of the cost to place the

damaged property in a condition as good as that before the casualty. Such cost may include professional fees and premiums for such bonds as the Board may require by any Institutional Mortgagee involved.

Section 10. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction, or if, at any time during reconstruction or upon completion of reconstruction, the funds for the payment of the costs of reconstruction are insufficient, assessments shall be made against the Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments shall be uniform against all Owners.

Section 11. Authority of Association. In all instances herein, except when a vote of the membership of the Association is specifically required, all decisions, duties and obligations of the Association hereunder may be made by the Board. The Association and its members shall jointly and severally be bound thereby.

ARTICLE XIV

ARCHITECTURAL COMMITTEE

Section 1. Approval Necessary. No building, outbuilding, garage, fence, wall, retaining wall, or other structure of any kind shall be erected, constructed, placed or maintained on the Properties, nor shall any dwelling or other improvements on each Parcel, as originally constructed and provided by Developer, be altered, changed, repaired or modified unless prior to the commencement of any work thereof, two complete sets for plans and specifications therefore including, as applicable, front, side and rear elevations, and floor plans, and two plot plans indicating and fixing the exact location of such improvements, structures or such altered structure on the Parcel with reference to the street and side lines thereof, shall have been first submitted in writing for approval and approved in writing by the Architectural Committee. The foregoing prior approval is intended to specifically apply to the painting of a dwelling or any other maintenance or repair which changes the exterior appearance of a dwelling or other improvements on a Parcel.

Section 2. Membership to Committee. The Architectural Committee shall be appointed by the Developer. The Architectural Committee shall initially consist of three (3) members. These initial members shall be designated by the Developer. Until such time as Developer's Class B membership expires as provided in Article IV hereof, in the event of the resignation, failure, refusal or liability of any member of the Architectural Committee to act, Developer shall have the right to appoint a person to fill such vacancy, and in the event Developer fails to fill such vacancy within thirty (30) days of such occurrence, and upon the expiration of said Class B membership, the Board of Directors shall select and fill any such vacancy by appointment for a term as determined by the Board.

Section 3. Endorsement of Plans. Approval of plans, specifications and location of improvements by the Architectural Committee shall be endorsed on both sets of said plans and specifications, and one set shall forthwith be returned by the Architectural Committee to the person submitting the same. The approval of the Architectural Committee of plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Architectural Committee of the right to object to any of the features or elements embodied in such plans or specifications if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use on other Parcels.

Section 4. Construction to be in Conformance with Plans. After such plans and specifications and other data submitted have been approved by the Architectural Committee, no building, outbuilding, garage, fence, wall, retaining wall, or other improvements or

structures of any kind shall be erected, constructed, placed, altered or maintained upon the Properties unless the same shall be erected, constructed or altered in conformity with the plans and specifications and plot plans theretofore approved by the Architectural Committee.

Section 5. Deemed Approval. After the expiration of one year from the date of completion of any structure or alteration, such structure or alteration shall be deemed to comply with all of the provisions of this Article XIV unless notice to the contrary shall have been recorded in the Public Records, or legal proceedings shall have been instituted to enforce such compliance.

Section 6. Right of Entry. Any agent or member of the Architectural Committee may at any reasonable time enter and inspect any building or property subject to the jurisdiction Architectural Committee and any building or structure reasonably believed by such agent or member to be a violation of the covenants, restrictions, reservations, servitudes or easements of the Declaration.

Section 7. Waiver of Liability. Neither the Architectural Committee nor any member thereof, nor its duly authorized representative, shall be liable to the Association, or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or non-performance of the Architectural Committee duties hereunder. The Architectural Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition solely on the basis of aesthetic considerations and the benefit or detriment which would result to The Lakes of Westchester Country Club Homeowners Association. The Architectural Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, or warranty as to, any plan or design from the standpoint of structural safety or conformance with building or other codes. The Architectural Committee and the Developer do not determine or assume any responsibility for the quality of construction or structural soundness of any improvements and no obligation or liability relating to construction of any improvements shall result from review or approval of any plans by the Architectural Committee and/or the Developer. Furthermore, the Architectural Committee and/or the Developer do not evaluate plans to determine whether the plans satisfy all applicable governmental requirements.

Section 8. Developer Exempt. The Developer, Parcels owned by Developer and improvements made by Developer shall be exempt from the application of this Article XIV and Developer therefore is not obligated to comply with the provisions hereof.

ARTICLE XV

LAKEFRONT PROPERTY

Section 1. Lakefront Property. As to all portions of the Properties which have a boundary contiguous to any lake or other body of water, the following additional restrictions and requirements shall be applicable:

(a) No boathouse, dock, wharf or other structure of any kind shall be erected, placed, altered or maintained on the shores of the lake unless erected by the Developer, subject to any and all governmental approvals and permits that may be required.

(b) No motorized boats shall be permitted in the lake(s) except as specifically provided in Section 1 (e) of this Article.

(c) No motorized boat, boat trailer or vehicular parking shall be permitted on the lake slopes or shore areas.

(d) Each applicable Owner shall maintain his lot to the edge of the lake surface.

(e) No motorized boat shall be operated on any lake or waterbody except by the Association or its designee for maintenance purposes.

(f) No plantings of any kind shall be made by any Parcel owner in the Lake Maintenance Easement as shown on the Plat(s) of the property.

(g) No Owner shall be permitted to install a fence across the Lake Maintenance Easement until such Owner has received written approval from the all applicable governmental agencies as well as from the Architectural Review Board hereunder. All permitted fences on lots/Parcels abutting the Lake Maintenance Easement must be aluminum picket.

(h) In order to provide for uniform water and waterbody vegetation control, no Owner shall undertake the performance of same without the Association's approval.

ARTICLE XVI

PROHIBITED USES

Section 1. Garbage and Trash. Each Owner shall be responsible for properly depositing his garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate authorities.

Section 2. Temporary Structures. No temporary or permanent utility or storage shed, building, tent, structure or improvement shall be constructed, erected or maintained without the prior approval of the Architectural Committee.

Section 3. Animals. No horses, hogs, cattle, cows, goats, sheep, poultry or other animals, birds or reptiles, shall be kept, raised or maintained on any Parcel; PROVIDED, HOWEVER, that dogs, cats and other household pets may be kept in reasonable numbers in the dwelling if their presence causes no disturbance to others. All pets shall be kept on a leash when not in the Owner's Parcel and shall be walked only on areas that may be designated for pets by the Board of Directors.

Section 4. Stables. No stable, livery stable or barn shall be erected, constructed, permitted or maintained on any Parcel.

Section 5. Vehicle Parking. No boats, trailers of any kind or campers (motorized or towed) shall be parked on the Properties. No vehicles used in business for the purposes of transporting goods, equipment and the like or any trucks or vans which are larger than one-half (1/2) ton capacity shall be parked on the Properties. Personal street vans, personal trucks of one-half (1/2) ton capacity or smaller or personal vehicles which can be appropriately parked within standard-sized parking stalls may be parked on the Properties. No vehicles of any nature shall be parked on any portion of the Properties or a Parcel except on the surfaced, parking area thereof. No vehicle repairs or maintenance shall be allowed on the Properties. See the Master Declaration for further restrictions regarding vehicles.

Section 6. Signs. No signs, except as approved by the Master Association and the Architectural Committee of this Association, shall be placed, erected or displayed on any

Parcel, provided, however, a "For Sale" or "For Rent" sign no larger than eighteen (18) inches by eighteen (18) inches shall be permissible.

Section 7. Business. No trade, business or any commercial use shall be conducted in or from any Parcel.

Section 8. Maintenance. All Parcels shall be kept in a clean and sanitary manner and no rubbish, refuse or garbage allowed to accumulate, or any fire hazard allowed to exist. All Parcels shall be maintained in first class condition with well kept lawn and well maintained landscaping.

Section 9. Nuisance. No nuisance or any use or practice that is a source of annoyance to other Parcel Owners, or interferes with the peaceful possession and proper use of the Parcels by the residents of the Properties shall be allowed upon any Parcel.

Section 10. Unlawful Use. No improper, offensive or unlawful use shall be made of any Parcel and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

Section 11. Antennas. No television, satellite dishes or radio masts, towers, poles, antennas or aerials may be erected, constructed, or maintained on the exterior of the home or property.

Section 12. Occupants. Each Parcel is restricted to residential use as a single family residence by the Owner or Owners thereof, their lessees, immediate families, guests and invitees.

Section 13. Use. No person shall use the Parcel or any parts thereof in any manner contrary to this Declaration.

Section 14. Interference. Neither the Association, Architectural Committee nor any Parcel Owner, including their guests, employees and guests, shall interfere with the Developer's completion and sale of the Parcels.

Section 15. Clothes Line. No clothes, linens, or the like, shall be hung on clothes lines or in any other manner, ~~outside of a dwelling~~ such that the same is visible from any street, lakefront Parcel or the golf course.

Section 16. Fences. No fence, or other improvement, shall be erected upon a Parcel which is deemed by the Association to interfere with a common sprinkler system (if any) upon the Properties, or which interferes with any landscape maintenance performed by the Association, thereby increasing the amount of trimming or edging required to be done, or increases in any other manner the cost of maintenance of the landscaping by the Association, unless otherwise specifically agreed to in writing by the Association. No Owner shall be permitted to install a fence across the Lake Maintenance Easement until such Owner has received written approval from the all applicable governmental agencies as well as from the Architectural Review Board hereunder. All permitted fences on lots/Parcels abutting the Lake Maintenance Easement must be aluminum picket.

Aug 1999
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Section 17. Wells. No individual water supply system shall be permitted on any Parcel, except the installation required for the individual water supply for the irrigation purposes of the landscaping upon a Parcel; provided, however, that the following must be complied with by such Parcel Owner:

(a) Any individual water supply must be installed, operated and maintained in such a manner as to prevent iron stains and/or discoloring of any exterior improvements upon the Parcel, including but not limited to cement areas, the exterior finish of any dwelling or other building, structure or fencing, or any vehicles.

(b) Such Owner shall be required to clean, repair or replace any and all improvements which are discolored due to iron stains caused by such water supply system due to a direct or indirect result of the operation of such water supply system, within thirty (30) days of notice by the Association.

Section 18. Lake Irrigation. No individual water supply system for the purposes of irrigation shall be allowed to withdraw water from any of the lakes abutting any Parcel.

Section 19. Not Applicable to Developer. The above restrictions set forth in this Article XV shall not apply to Developer or its agents, employees, successors or assigns during the period of construction of the Community and sales of the Parcels.

Section 20. Access. The Association shall have the right and power to control the access to the Properties, as determined by its Board of Directors, including but not limited to a mechanical gate or other device. All expenses of such shall be assessed in accordance with the provisions of Article V hereof. The Association shall have no liability if such is not provided or if any service which is provided fails to work properly or to accomplish any desired result.

ARTICLE XVII

WESTCHESTER COMMUNITY MASTER ASSOCIATION, INC.

The Westchester Community is subject to the Westchester Community Master Declaration ("Master Association"). The Master Association was created in order to provide for the maintenance, preservation and architectural control of all property within the Westchester Community and to assure compliance with same with the power to levy assessments and to defray expenses incurred in the furtherance of the stated purpose. Every member of the Association is subject to assessment by the Master Association and is required to be a member of the Master Association. Voting rights in the Master Association shall be in accordance with the Westchester Community Master Declaration, as amended. The terms and conditions of the Westchester Community Master Declaration are by this reference incorporated herein and made a part hereof. In the event of any conflict between this Declaration and the Westchester Community Master Declaration, the latter shall prevail. By taking title to a Fee Simple Parcel, each owner becomes subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions of Westchester filed in Official Records Book 3996, Page 500, of the Public Records of Palm Beach County, Florida. Among other things, that document provides that an Owner shall become a member of the Westchester Community Master Association, Inc., shall acquire certain property rights to Common Areas within Westchester, as more particularly described in that document, and shall become subject to the Assessments of the Master Association. Copies of all amendments to

Section 21. Leasing. If a Parcel is leased, then the lease may occur only after a Parcel Owner provides the Association a copy of the lease and the required security deposit. A Parcel is "leased" when a person other than the Parcel Owner or a member of the Parcel Owner's family provides consideration to occupy a Parcel.

(a) Form. All leases shall be in writing. Before entering into a lease, Parcel Owners shall provide the prospective tenant with a complete legible copy of the Declaration, By-Laws, Articles, and Rules and Regulations, each as amended, and shall certify to the Association, in writing that legible photocopies of these documents have been provided to the prospective tenant.

(1) Each lease shall incorporate, and the prospective tenant shall in writing agree to comply with the Declaration, Articles, By-Laws, and Rules and Regulations, each as amended. Failure of a Parcel Owner or prospective tenant to comply with this subsection shall not relieve the Parcel Owner or prospective tenant from the provisions of the Declaration, By-Laws, Articles and Rules and Regulations, as amended from time to time. The Parcel Owner shall be responsible for any damage to the Common Area caused by the Parcel Owner's tenants, occupants, guests, and invitees.

(2) Only an entire Parcel may be leased.

(b) Term. A lease may not be less than twelve consecutive months in duration. Only one lease for a Parcel can commence in any twelve month period.

(c) Use. Leased premises shall be used only for single family non-commercial residential purposes.

(d) Security Deposit. The Association shall from time to time determine the amount of a uniform deposit not to exceed \$500.00.

(1) Once paid, the deposit is not subject to increase so long as the lease remains unchanged and no additional tenants are added to the lease.

(2) The Association may in its discretion use the deposit to: reimburse the Association for damages or injuries suffered by the Association if a tenant or tenant's guests or invitees damage Association common areas, damage Association property, or violate Association use restrictions; and, for any delinquent monetary obligation owed by the Parcel Owner or tenant to the Association, including but not limited to any assessment.

(3) The Association shall only be accountable to the Parcel Owner for the deposit. The Association shall not be responsible to the tenant for the deposit.

(e) Subleasing. There shall be no subleasing. Only one lease shall be effective for any Parcel at any time.

(f) Assignment of Rights. Notwithstanding a lease, a Parcel Owner shall retain the right to vote and ancillary corporate membership rights, such as the right to attend Association meetings, and the right to access the Parcel Owner's Parcel.

(g) Family. A "family" for the purposes of this Section is defined as a single individual, parents, siblings, children, grandparents, and spouse. If the tenants are not married, then the term "spouse" shall also include one person who is the equivalent of the tenant's spouse who is part of a single economic unit with the tenant. The Parcel must be maintained as a single economic unit. The Association may require tenants to provide proof of familial relationship between tenants.

(h) Fair Housing Act. None of the provisions contained in this Section are intended to be inconsistent with any local, state, or Federal fair housing law.

(i) Regulations. The Association's Directors may supplement these restrictions by reasonable regulations.

this Declaration, the Articles of Incorporation and By-Laws of the Association, and any easements or conveyances affecting the Common Areas, shall be promptly forwarded to the Master Association.

WHEREFORE, the undersigned, being the Developer hereunder, has hereunto set its hand and seal this 30th day of January, 1996.

Developer:

ENGLE HOMES/PALM BEACH, INC.,
a Florida corporation

By: John A. Kraynick
Its: Vice President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 30th day of January, 1996, by John A. Kraynick, as Vice President of ENGLE HOMES/PALM BEACH, INC., a Florida corporation, on behalf of the corporation and he is personally known to me.

SUSAN S. BONNER
Notary Public, State of Florida
My Comm. Expires Apr. 25, 1998
No. CC 387284
Bonded thru Official Notary Service
(NOTARIAL SEAL)

Susan S. Bonner
NOTARY PUBLIC
Print name: Susan S. Bonner
Commission No. CC367284
My Commission Expires: 4/25/98

The Westchester Community Master Association, Inc. hereby consents to the recording of this Declaration of Covenants pursuant to Article VIII, Section 2. of the Mater Declaration, as of the 30th day of January, 1996.

WESTCHESTER COMMUNITY MASTER
ASSOCIATION, INC., a Florida not-for-profit corporation

By: Gregory A. Pillen, V.P.
GREGORY A. PILLEN
Its: Vice President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing consent was acknowledged before me this 30th day of January, 1996, by Gregory A. Pillen, Vice President of WESTCHESTER COMMUNITY MASTER ASSOCIATION, INC., a Florida not-for-profit corporation and he is personally known to me.

SUSAN S. BONNER
Notary Public, State of Florida
My Comm. Expires Apr. 25, 1998
No. CC 387284
Bonded thru Official Notary Service
(NOTARIAL SEAL)

Susan S. Bonner
NOTARY PUBLIC
Print name: Susan S. Bonner
Commission No. CC367284
My Commission Expires: 4/25/98

EXHIBIT A TO DECLARATION OF COVENANTS FOR
LEGAL DESCRIPTION

All the lands within the Plat of Pipers Glen - Parcel "E", as recorded in Plat Book 75, Pages 55 through 58, inclusive, of the Public Records of Palm Beach County, Florida, and all the lands within the Plat of Pipers Glen - Parcel "E" Replat, as recorded in Plat Book 76, Pages 134 through 137, inclusive, of the Public Records of Palm Beach County, Florida.

8/12/1999

This instrument prepared by:
Scott A. Stoloff, Esquire
ST. JOHN, DICKER, CAPLAN, KRIVOK & CORE, P.A.
Will Call Box 110
500 Australian Avenue So., Suite 600
West Palm Beach, Florida 33401
(561) 655-8994

**CERTIFICATE OF AMENDMENT TO THE BY-LAWS
OF THE LAKES OF WESTCHESTER COUNTRY CLUB
HOMEOWNERS ASSOCIATION, INC.**

I HEREBY CERTIFY that the Amendment attached as Exhibit "1" to this Certificate was duly adopted as an Amendment to the By-Laws for the Lakes of Westchester Country Club Homeowners Association, Inc. The original By-Laws for the Lakes of Westchester Country Club Homeowners Association is recorded in Official Records Book 9104, Page 809 of the Public Records of Palm Beach County, Florida. Written consent to the Amendment was given in accordance with Section 617.0701(4) of the Florida Statutes. The Declaration affects real property located in Palm Beach County, Florida and is described as follows:

All the lands within the Plat of Piper's Glen - Parcel "E" as recorded in Plat Book 75, Pages 55 through 58, inclusive, of the Public Records of Palm Beach County, Florida and all the lands within the Plat of Piper's Glen - Parcel "E" Replat as recorded in Plat Book 76, Pages 134 through 137 inclusive, of the Public Records of Palm Beach County, Florida.

DATED this 8th day of AUGUST, 1999.

As to witnesses:

LAKES OF WESTCHESTER COUNTRY
CLUB HOMEOWNERS ASSOCIATION, INC.

Irwin Smith
Print Name: Irwin Smith

Jane Newmark
Print Name: Jane Newmark

By: Bob A. Newmark
Bob A. Newmark, President

Attest: Beverly Rosenberg
Beverly Rosenberg, Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 8 day of August, 1999, by Bob A. Newmark and Beverly Rosenberg, as President and Secretary of the Lakes of Westchester Country Club Homeowners Association, Inc. respectively, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. They are personally known to me or have produced _____ and _____ as identification and who did take an oath.



Irwin Smith
My Commission CG688181
Expires April 13 2001

(SEAL)
E:\USERS\SCOTT\1463BLC WPD

[Signature]
NOTARY PUBLIC
State of Florida at Large.
My Commission Expires:

AMENDMENT TO
THE BY-LAWS
OF
THE LAKES OF WESTCHESTER COUNTRY CLUB
HOMEOWNERS ASSOCIATION, INC.

Article IV (page 2) of the By-Laws of The Lakes of Westchester Country Club Homeowners Association, Inc. shall be amended as follows (*words underlined are added and words ~~struck through~~ are deleted*):

* * *

~~Section 3. Election by Members other than Developer. Members other than Developer are entitled to elect a majority of the members of the Board of Directors of the Association when the earlier of one of the following events occurs (for the purposes of this Section, the term "Members other than Developer" shall not include builders, Contractors or others who purchase a Parcel for the purpose of constructing improvements thereon for resale):~~

- a. ~~three (3) months after 75% of the Parcels in Cypress Lake Estates that will ultimately be operated by the Association have been conveyed to Parcel Owners;~~
- b. ~~five (5) years following the conveyance of the first Parcel in Cypress Lake Estates to a Parcel Owner; or~~
- c. ~~such earlier date as Developer may determine.~~

~~Section 4. Developer's Right to Elect. The Developer is entitled to elect at least one (1) member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Parcels of Cypress Lake Estates. After the Developer relinquishes control of the Association, the Developer may exercise the voting interests attributable to Parcels owned by Developer in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting a majority of the members of the Board of Directors.~~

EXHIBIT "1"

7/7/1999

This instrument prepared by:
Scott A. Stoloff, Esquire
ST. JOHN, DICKER, CAPLAN, KRIVOK & CORE, P.A.
Will Call Box 110
500 Australian Avenue So., Suite 600
West Palm Beach, Florida 33401
(561) 655-8994

**CERTIFICATE OF AMENDMENT TO THE BY-LAWS
OF THE LAKES OF WESTCHESTER COUNTRY CLUB
HOMEOWNERS ASSOCIATION, INC.**

I HEREBY CERTIFY that the Amendment attached as Exhibit "I" to this Certificate was duly adopted as an Amendment to the By-Laws for the Lakes of Westchester Country Club Homeowners Association, Inc. The original By-Laws for the Lakes of Westchester Country Club Homeowners Association is recorded in Official Records Book 9104, Page 809 of the Public Records of Palm Beach County, Florida. Written consent to the Amendment was given in accordance with Section 617.0701(4) of the Florida Statutes. The Declaration affects real property located in Palm Beach County, Florida and is described as follows:

All the lands within the Plat of Piper's Glen - Parcel "E" as recorded in Plat Book 75, Pages 55 through 58, inclusive, of the Public Records of Palm Beach County, Florida and all the lands within the Plat of Piper's Glen - Parcel "E" Replat as recorded in Plat Book 76, Pages 134 through 137 inclusive, of the Public Records of Palm Beach County, Florida.

DATED this 25th day of JUNE, 1999.

As to witnesses:

LAKES OF WESTCHESTER COUNTRY
CLUB HOMEOWNERS ASSOCIATION, INC.

Carole Neckrich
Print Name: CAROLE NECKRICH

Florence Adular
Print Name: FLORENCE ADULAR

By: Bob A. Newmark
Bob A. Newmark, President

Attest: Beverly Rosenberg
BEVERLY ROSENBERG Secretary
(Seal)

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 25th day of JUNE, 1999, by Bob A. Newmark and BEVERLY ROSENBERG as President and Secretary of the Lakes of Westchester Country Club Homeowners Association, Inc. respectively, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. They are personally known to me or have produced _____ and _____ as identification and who did take an oath.

(SEAL)
14631016.21B



Irwin Smith
My Commission CC630181
Expires April 13, 2001

Irwin Smith
NOTARY PUBLIC
State of Florida at Large.
My Commission Expires:

**THE LAKES OF WESTCHESTER COUNTRY CLUB
HOMEOWNERS ASSOCIATION, INC.**

EXHIBIT "1"

Article XVI, Section 2 of the By-Laws of The Lakes of Westchester Country Club Homeowners Association, Inc. is amended as follows (deletions in text are indicated by strikeouts):

~~Section 2. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by eighty percent (80%) of all the votes entitled to be cast by all the Voting Members. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Article V hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Developer or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.~~

ORB 9104 809

BY-LAWS
OF
THE LAKES OF WESTCHESTER COUNTRY CLUB
HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is THE LAKES OF WESTCHESTER COUNTRY CLUB HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 123 N.W. 13th Street, Suite 300, Boca Raton, Florida 33432 but meetings of members and Directors may be held at such places within the State of Florida, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

The definitions of words as defined in the Declaration of Covenants for The Lakes of Westchester ("Declaration") to which these By-Laws are attached as Exhibit C and recorded in the Public Records of Palm Beach County, Florida, are incorporated herein by reference and made a part hereof.

ARTICLE III
MEETING OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the members shall be held at least once each calendar year on a date and at a time to be determined by the Board of Directors for the purpose of electing directors and transacting any other business as may be determined by the directors.

Section 2. Meetings Prior to First Election. Prior to the first election of Directors by Members as set forth in the Articles of Incorporation, no meetings of Members shall take place unless the Board of Directors, in its sole discretion, determines to call a meeting of Members by providing written notice thereof in accordance with the provisions of Section 4 below, for the purpose as set forth in such notice; and should a meeting be called, which is not in accordance with the foregoing, the proceedings of such unauthorized meeting shall have no effect, unless subsequently approved in writing by the Board of Directors.

Section 3. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-tenth (1/10) of all of the voting interests of the Association.

Section 4. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary, or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting (provided, however, in the case of an emergency, four (4) days' notice will be deemed sufficient) to each member entitled to vote thereat addressed to the member's address last appearing on the books of the Association, or supplied by such member to the

Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 5. Quorum. The presence at the meeting of members entitled to cast, or proxies entitled to cast, at least thirty percent (30%) of the total voting interests of the Association shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If a quorum has been attained, the Vote of Members, present in person or by proxy, entitled to vote at least a majority of the voting interests of the Association shall be binding upon all members for all purposes, except as otherwise provided by law, the Declaration, the Articles of Incorporation of these By-Laws. If, however, such quorum shall not be present or represented at any meeting, said meeting may be adjourned to a different date, time or place if the same is announced at that meeting before an adjournment is taken, or notice must be given of the new date, time or place pursuant to F.S. 617.303(2). Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. If a new record date for the adjourned meeting is or must be fixed under F.S. 617.0707, notice of the adjourned meeting must be given to persons who are entitled to vote and are Members as of the new record date but were not Members as of the previous record date.

Section 6. Proxies. The Members have the right to vote in person or by proxy. To be valid, a proxy must be dated, must state the date, time and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expire 90 days after the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his place.

Section 7. Recording. Any Parcel Owner may tape record or videotape meetings of the Members. The Board of Directors of the Association may adopt reasonable rules governing the taping of meetings of the membership.

Section 8. Minutes of Meetings. Minutes of meetings of the Members of the Association must be maintained in written form or in another form that can be converted into written form within a reasonable time.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Management of Association. The affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than seven (7) persons who need not be Members of the Association. The first Board shall consist of three (3) members; thereafter, the number of the Directors may be increased to a maximum of seven (7), by a majority vote of the Board of Directors.

Section 2. First Board. The First Board shall consist of three (3) persons as designated by Developer, and they shall serve until their successors are appointed or elected as hereinafter set forth. Developer-designated members to the Board may, in the absolute discretion of Developer, be removed and replaced with any such person or persons as determined by Developer. Such removal and replacement shall be accomplished by written notice from Developer to the Board of Directors.

~~Section 3. Election by Members other than Developer. Members other than Developer are entitled to elect a majority of the members of the Board of Directors of the Association when the earlier of one of the following events occurs (for the purposes of this~~

~~Section, the term "Members other than Developer" shall not include builders, Contractors or others who purchase a Parcel for the purpose of constructing improvements thereon for resale):—~~

~~a. three (3) months after 75% of the Parcels in Cypress Lake Estates that will ultimately be operated by the Association have been conveyed to Parcel Owners;—~~

~~b. five (5) years following the conveyance of the first Parcel in Cypress Lake Estates to a Parcel Owner; or—~~

~~c. such earlier date as Developer may determine.~~

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~~Section 4. Developer's Right to Elect. The Developer is entitled to elect at least one (1) member of the Board of Directors of the Association as long as Developer holds for sale in the ordinary course of business at least five percent (5%) of the Parcels of Cypress Lake Estates. After the Developer relinquishes control of the Association, the Developer may exercise the voting interests attributable to Parcels owned by Developer in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors.~~

Section 5. Term of Office. Directors shall be elected for one (1) year terms, and shall serve until their successors are duly elected or appointed. Election of Directors shall be held at or in conjunction with the annual meeting.

Section 6. Removal. At such time as the members of the Association are permitted to elect Directors, any Director may be removed from the Board with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 7. Compensation. No Director shall receive compensation for any service such Director may render to the Association. However, any Director may be reimbursed for such Director's actual expenses incurred in the performance of such Director's duties.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

The nomination and election of Directors by Members, other than Developer, shall be conducted as follows:

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the election meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors at least sixty (60) days prior to each annual meeting of the members to serve until the close of that annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot, unless unanimously waived by all members present. At each election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held on such dates and at such place and hour as may be fixed, from time to time, by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors after not less than three (3) days' notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Open Meetings. Pursuant to F.S. 617.303, a meeting of the Board of Directors of the Association occurs whenever a quorum of the Board gathers to conduct Association business. All meetings of the Board must be open to all Members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Any Parcel Owner may tape record or videotape meetings of the Board of Directors. The Board of Directors may adopt reasonable rules governing the taping of meetings of the Board.

Section 5. Notice. Pursuant to F.S. 617.303, notices of all Board meetings must be posted in a conspicuous place in Cypress Lake Estates at least 48 hours in advance of a meeting, except in an emergency; in the alternative, as so determined by the Board, notice of each Board meeting may be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. Assessments may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments.

Section 6. Voting. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers.

Section 7. Minutes. Minutes of all meetings of the Board of Directors must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon by each Director present at a Board meeting must be recorded in the minutes.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the powers reasonably necessary to operate and maintain the Association, including, but not limited to, the following:

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

(b) Suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration.

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

(e) Employ a manager, an independent Contractor, or such other employees as they deem necessary, prescribe their duties and delegate any or all of the duties and functions of the Association and/or its officers; and

Section 2. Duties. It shall be the duty of the Board of Directors to cause the Association to perform the purposes for which it was formed, including, but not limited to, the following:

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

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to fix the amount of the annual assessment against each Parcel and send notice thereof to every Parcel Owner at least thirty (30) days in advance of each annual assessment period;

(d) Issue or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not an 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 such insurance as deemed necessary by the Board of Directors;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as required by the Declaration;

(g) Perform all other duties and responsibilities as provided in the Declaration;

(h) Perform all duties and responsibilities as provided in the Master Declaration, as described in Article XVIII of the Declaration.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of officers are as follows:

PRESIDENT

(a) The President shall preside at all meetings of the members and Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and or written instruments and shall co-sign all checks and promissory notes.

VICE PRESIDENT

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

SECRETARY

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board. The Secretary of the Association shall maintain a register showing the names and addresses of members. It shall be the obligation of the individual members to advise the Secretary of the Association of any change of address and ownership as otherwise provided. The Association, for purposes of notification, shall have the right to rely on the last given address of each of the members. A copy of such register shall be furnished to the Community Association within fifteen (15) days of request therefor by the Community Association.

TREASURER

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by Resolution of the Board of Directors; shall sign all checks, and promissory notes of the Association; keep proper books of account, and shall prepare an annual budget and a statement of income and expenditures

to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

Section 9. Compensation. No Officer shall receive compensation for any service such Officer may render to the Association. However, any Officer may be reimbursed for such Officer's actual expenses incurred in the performance of such Officer's duties.

ARTICLE IX

COMMITTEES

The Board of Directors shall fill any vacancies on the Architectural Committee for a term as the Board determines, as provided in the Declaration, and appoint a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

Pursuant to the provisions of F.S. 617.303(2), the meetings of any Committee shall comply with the provisions of 617.303(2) including, but not limited to, the following: A meeting occurs whenever a quorum of the Committee gathers to conduct Association business. All meetings must be opened to all Members of the Association except for meetings between the Committee and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be covered by the attorney-client privilege. Notice of all Committee meetings must be posted in a conspicuous place in the Community at least 48 hours in advance of a meeting; except in an emergency; in the alternative, if notice is not posted in a conspicuous place, notice of each meeting must be mailed or delivered to each Member of the Association at least seven days before the meeting, except in an emergency.

ARTICLE X

BOOKS AND RECORDS

The Association shall maintain the specific items set forth in Florida Statute 617.303(4), constituting the "Official Records" of the Association for such periods of time as therein set forth. Inspection and copying of the Official Records of the Association shall be permitted pursuant to the provisions of 617.303(5). The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased, by such member, at a reasonable cost.

ARTICLE XI

FINANCIAL REPORTING

The Association shall prepare and distribute financial information pursuant to the provisions of Florida Statute 617.303(7). The annual financial report shall either be prepared within 60 days after the close of the fiscal year and shall either be provided to each Member, or notice shall be provided that the same is available, within ten business days after such 60 day period.

ARTICLE XII

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when

due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, a late fee of \$25.00, beginning from the due date, may be levied by the Board of Directors for each month the assessment is late, and the Association may bring an action at law against the Parcel Owner personally obligated to pay the same and/or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees incurred by the Association in connection with collection and/or appeal shall be added to the amount of such assessment. No Parcel Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Parcel..

ARTICLE XIII

FINES AND SUSPENSIONS

Section 1. Statutory Authority. As permitted under the provisions of Florida Statute 617.305(2), the Association may suspend, for a reasonable period of time, the rights of a Member or a Member's tenants, guests or invitees, or both, to use Common Areas and facilities, and may levy reasonable fines, not to exceed \$50.00 per violation, against any Member or any tenant, guest or invitee.

Section 2. Notice and Hearing. A fine or suspension may not be imposed without notice of at least 14 days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three members appointed by the Board of Directors who are not officers, directors, or employees of the Association, nor the spouse, parent, child, brother or sister of an officer, director, or employee. If the committee by majority vote does not approve a proposed fine or suspension, it may not be imposed.

Section 3. Not Apply for Failure to Pay Assessments. The provisions of this Article XIII may not be imposed upon any Member because of the failure of the Member to pay assessments or other charges when due.

Section 4. Shall Not Impair Ingress or Egress. Suspension of Common Area use rights shall not impair the right of a Parcel Owner or tenant of a Parcel to have vehicular or pedestrian ingress to and egress from the Parcel including, but not limited to, the right to park.

Section 5. May Not Suspend Voting Rights. Pursuant to F.S. 617.305, a Member's voting rights shall not be suspended by the Association under the provisions hereof.

ARTICLE XIV

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: THE LAKES OF WESTCHESTER COUNTRY CLUB HOMEOWNERS ASSOCIATION, INC., a Corporation Not For Profit, 1995.

ARTICLE XV
AMENDMENTS

Section 1. Until such time as Class B membership ceases, these By-Laws may be amended, altered or rescinded by a majority vote of the Board of Directors; and thereafter at a regular or special meeting of the members, by members entitled to vote fifty percent (50%) of the voting interests of the Association.

ARTICLE XVI
MISCELLANEOUS

Section 1. The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.


~~Section 2. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by eighty percent (80%) of all the votes entitled to be cast by all of the Voting Members. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Article V hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Developer or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.~~

7/1999
AMD.

IN WITNESS WHEREOF, We, being all of the directors of THE LAKES OF WESTCHESTER COUNTRY CLUB HOMEOWNERS ASSOCIATION, INC. have hereunto set our hands this 21st day of April, 1995.


GREGORY A. PILLEN


HARRY ENGELSTEIN


LYNNE GAUDET

This Instrument Prepared By:
Kerry D. Selier, Esq.
Engle Homes, Inc.
128 N.W. 13th Street
Suite 300
Boca Raton, Florida 33432

ORE 7104 Pg 818.
DOROTHY H. WILKEN, CLERK OF COUNTY, FL

CONSENT OF MORTGAGEE
TO
DECLARATION OF COVENANTS FOR
THE LAKES OF WESTCHESTER

The undersigned, NATIONSBANK OF FLORIDA, N.A., hereinafter referred to as "Mortgagee", being the owner and holder of that certain Mortgage dated March 15, 1995, and recorded March 17, 1995, in Official Records Book 8663, Page 171, securing an original indebtedness of \$3,664,000.00, and that certain Mortgage, as may be amended and modified, dated February 7, 1994, and recorded February 8, 1994, in Official Records Book 8113, Page 983, securing an additional indebtedness of \$7,000,000.00, as Modified by that certain Sixth Mortgage Modification Agreement dated March 15, 1995, and recorded on March 17, 1995, in Official Records Book 8663, Page 203, all of the Public Records of Palm Beach County, Florida, which Mortgages encumber the real property and improvements described in the Declaration of Covenants for The Lakes of Westchester, hereby consents to and joins in the execution of the annexed Declaration of Covenants for The Lakes of Westchester.

This Consent shall be binding upon Mortgagee, its successors and assigns.

IN WITNESS WHEREOF, Mortgagee has caused this instrument to be executed in its name and seal affixed this 30th day of January, 1996.

MORTGAGEE:

NATIONSBANK OF FLORIDA, N.A.

By:

Its:

Doris Corcoran
DORIS CORCORAN

Jim Webb
STATE OF FLORIDA
COUNTY OF Broward

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared BREN MCMILLAN well known to me to be the person described in and who executed the foregoing instrument as VICE PRESIDENT of NATIONSBANK OF FLORIDA, N.A. and HE acknowledged before me that HE executed the same freely and voluntarily and that HE is personally known to me or has produced as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 30 day of January, 1996.

Any references in this document to
NationsBank of Florida, N.A. shall mean
NationsBank, National Association (South)

Doris Corcoran
NOTARY PUBLIC

Printed Name: DORIS CORCORAN

My Commission Expires:

Commission No.:

(Impress or Affix Seal)



DORIS CORCORAN
COMMISSION # CC421470
EXPIRES DEC 8, 1998
BONDED THRU
ATLANTIC BONDING CO., INC.

The Lakes of
Westchester County
Articles of Club

ARTICLES OF INCORPORATION OF

FILED

THE LAKES OF WESTCHESTER COUNTRY CLUB
HOMEOWNERS ASSOCIATION, INC.
(A Corporation Not For Profit)

95 APR 14 PM 12:00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In compliance with the requirements of the Laws of the State of Florida, the undersigned hereby associate themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is THE LAKES OF WESTCHESTER COUNTRY CLUB HOMEOWNERS ASSOCIATION, INC., hereinafter called the "Association":

ARTICLE II

The mailing address of the Corporation and the street address of the Registered Office of the Association is 123 N.W. 13th Street, Suite 300, Boca Raton, Florida 33432 and the name of the Registered Agent is Kerry Safier.

ARTICLE III

All definitions in the "Declaration of Covenants For The Lakes of Westchester County Club Homeowners Association, Inc. ("Declaration") to which these Articles are attached as Exhibit B and recorded in the Public Records of Palm Beach County, Florida, are incorporated herein by reference and made a part hereof.

ARTICLE IV

PURPOSE OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members whereof, and the specific purposes for which it is formed are to provide for operation, maintenance and preservation of the Units and Common Area, and improvements thereon, within that certain real property (and any additions thereto) described in the Declaration to promote the health, safety and welfare of the members of the Association and to provide other services and facilities for the members, as determined by the Board of Directors.

ARTICLE V

POWERS OF THE ASSOCIATION

The Association shall have all the powers and duties reasonably necessary to operate and maintain the Association, including, but not limited to, the following:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration and as the same may be amended from time to time as therein 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 or By-Laws of the Association; 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 or otherwise dispose of real or personal property in connection with the affairs of the Association;

EXHIBIT B

(d) Borrow money, and with the assent of two-thirds (2/3rds) of each class of members at a duly called meeting of the Association, 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 members. No such dedication or transfer shall be effective without obtaining consent of two-thirds (2/3rds) of the members to such dedication, sale or transfer in writing or by vote at a duly called meeting of the Association, and unless prior written consent of Declarant is obtained for so long as Declarant owns a Unit;

(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 (2/3rds) of each class of members at a duly called meeting of the Association, except as otherwise provided in Article II of the Declaration;

(g) To promulgate or enforce rules, regulations, by-laws, covenants, restrictions or agreements to effectuate all of the purposes for which the Association is organized;

(h) To have and to exercise any and all powers, rights and privileges which a non-profit corporation organized under the Laws of the State of Florida may now or hereafter have or exercise;

(i) To contract for management of the Association and to delegate in such contract all or any part of the powers and duties of the Association and to contract for services to be provided the Owners including but not limited to garbage pick-up and other utilities and master antenna or cable television and/or radio system and the servicing and monitoring of the medical/fire/burglary system in each residence.

PROVISO: Notwithstanding the foregoing, until such time as Class B membership in the Association ceases, as hereinafter set forth, the powers of the Association as set forth in Paragraphs (d), (e) and (f) may be exercised solely by the Board of Directors.

ARTICLE VI

MEMBERSHIP

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.

ARTICLE VII

VOTING RIGHTS

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

Class A. Class A members shall be all Owners, and shall be entitled to one (1) vote for each Unit owned. 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 Unit.

Class B. The Class B member shall be the Declarant, and shall be entitled to two hundred (200) votes. The Class B membership shall cease on the happening of one of the following events, whichever occurs earlier:

- (a) Four (4) months after 75% of the Units that will be ultimately operated by the Association have been conveyed to Unit purchasers; or,
- (b) Five (5) years following conveyance of the first Unit in the Properties to a Unit purchaser; or,
- (c) Such earlier date as Declarant may determine.

ARTICLE VIII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than nine (9) persons who need not be members of the Association. The first Board shall consist of three (3) members. Thereafter the number of Directors may be increased to a maximum of nine (9) by a majority vote of the Board of Directors.

The first elect on of Directors shall be held when Class B membership ceases as provided in Article VII hereof at a meeting of the members called for that purpose. Unless increased by the Board, three (3) Directors shall be elected at this first election to serve until the next annual members' meeting. At the said next annual meeting, one-third (1/3) of the Board of Directors shall be elected for a one (1) year term, one-third (1/3) for a two (2) year term and one-third (1/3) for a three (3) year term. If the number of Board members is not evenly divisible by three (3), a smaller number of three (3) year term Directors shall be elected. The length of term for which a nominee is elected at this annual meeting shall be determined by the number of votes each nominee receives. The nominee(s) receiving the most votes shall serve the three (3) year term(s), the next highest shall serve the two (2) year term(s) and the next highest the one (1) years term(s). At each annual meeting thereafter a number of Directors equal to that of those whose terms have expired shall be elected for the term of three (3) years. At the expiration of any term of three (3) years, any Director may be re-elected.

The Directors named in these Articles shall serve until the first election of Directors, and any vacancies in their number occurring before the first election shall be filled by the Class "B" Member. The Class B Member shall have the right to remove and replace Directors until the first election of Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Gregory A. Pillen	123 N.W. 13th Street Suite 300 Boca Raton, Florida 33432
Harry Engelstein	123 N.W. 13th Street Suite 300 Boca Raton, Florida 33432
Lynne Gaudet	123 N.W. 13th Street Suite 300 Boca Raton, Florida 33432

ARTICLE IX

DISSOLUTION

In the event of the dissolution of the Association, other than incident to a merger or consolidation, any Member may petition the Circuit Court of the Fifteenth Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Properties, in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the Properties. Upon termination of the Association, the Community Association shall be authorized to maintain the landscaping areas bordering and up to the pavement of S.W. 18th Street.

ARTICLE X

DURATION

The corporation shall exist perpetually.

ARTICLE XI

AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

1. **Proposal.** Amendments to these Articles may be proposed upon a vote of the majority of the entire Board adopting a resolution setting forth the proposed amendment to these Articles, directing that it be submitted to a vote at a special or annual meeting of members; or amendments may be proposed by the members of the Association upon a vote of the majority of the membership entitled to vote at a meeting for which notice of the proposed amendment has been given.

2. **Call for Meeting.** Upon the adoption of a resolution proposing any amendment or amendments to these Articles by said Board or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in absence of the President, who shall thereupon call a special meeting of the membership, unless it is to be considered at an annual meeting. It shall be the duty of the Secretary to give each member written notice stating the purpose of the meeting, place, day and hour of the meeting, and setting forth the proposed amendment or a summary of the changes to be effected thereby. Notice shall be delivered not less than ten (10) or more than sixty (60) days before the date of the meeting, either personally or by first class mail. If the notice is mailed with postage thereon prepaid, at least thirty (30) days before the date of meeting, it may be done by a class of United States mail addressed to the member at his address as it appears on the membership books.

3. **Vote Necessary.** In order for such amendment or amendments to become effective, the same must be approved at a duly called meeting, by an affirmative vote of a majority of the votes of the entire membership entitled to vote thereon.

4. **By Written Statement.** If all the directors and all the members eligible to vote sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though subsections 1., 2., and 3. above have been satisfied.

5. **Filing.** The Articles of Amendment containing said approved amendment or amendments shall be executed by the corporation by its President or Vice President and by its Secretary or Assistant Secretary and acknowledged by one of the officers signing such Articles. The Articles of Amendment shall set forth:

- (a) The name of the corporation.
- (b) The amendments so adopted.
- (c) The date of the adoption of the amendment by the members.

Such Articles of Amendment shall be filed, along with the appropriate filing fees, within ten (10) days from said approval with the office of the Secretary of the State of Florida for approval.

ARTICLE XII

SUBSCRIBERS

The names and street addresses of the Subscribers to these Articles of Incorporation are the same as listed in Article VIII hereof.

ARTICLE XIII

OFFICERS

The Board of Directors shall elect the President, Secretary, Treasurer, and as many Vice-Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall from time to time determine.

The names and addresses of the Officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:	Gregory A. Pillen	123 N.W. 13th Street Suite 300 Boca Raton, Florida 33432
Vice-President:	Harry Engenstein	123 N.W. 13th Street Suite 300 Boca Raton, Florida 33432
Secretary-Treasurer:	Lynne Gaudet	123 N.W. 13th Street Suite 300 Boca Raton, Florida 33432

ARTICLE XIV

BY-LAWS

The original By-Laws of the Association shall be adopted by a majority vote of the Directors. Thereafter, the By-Laws of the Association may be amended, altered or rescinded at a regular or special meeting of the members by a vote of a majority of a quorum of members present in person or by proxy.

ARTICLE XV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or Officer of the Association, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross

negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officer may be entitled.


ARTICLE XVI


TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

No contract or transaction between the Association and one (1) or more of its Directors or Officers, or between the Association and any other corporation, partnership, association, or other organization in which one (1) or more of its officers or directors are Officers or Directors of this Association shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board or Committee thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that said Director or Officer may be interested in any such contract or transaction.

Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a Committee which authorized the contract or transaction.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 13th day of April, 1995.


GREGORY A. PILLEN


HARRY ENGELSTEIN


LYNNE GAUDET

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared GREGORY A. PILLEN, HARRY ENGELSTEIN and LYNNE GAUDET, who are personally known to me and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 13th day of April, 1995.

SUSAN S. BONNER
Notary Public, State of Florida
My Comm. Expires Apr. 25, 1998
No. CC 367284

(NOTARIAL SEAL)


NOTARY PUBLIC


Print name: Susan S. Bonner

Commission No. CC367284

My Commission Expires: 4/25/98

ORE 5104 29 808

I HEREBY ACCEPT MY DESIGNATION AS
REGISTERED AGENT


KERRY SAFIER

Sworn to and subscribed before me this 13th day of April, 1995.

SUSAN S. BONNER
Notary Public, State of Florida
My Comm. Expires Apr. 25, 1998
No. CC 367284
Bonded thru Official Notary Bureau

(NOTARIAL SEAL)


NOTARY PUBLIC

Print name: Susan S. Bonner

Commission No: CC367284

My Commission Expires: 4/25/98

EXHIBIT "I"

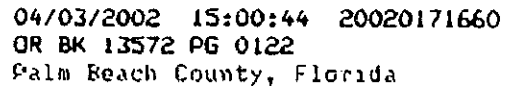
AMENDMENT TO THE BY-LAWS OF
WESTCHESTER COMMUNITY MASTER ASSOCIATION, INC.

The By-Laws of Westchester Community Master Association, Inc. were previously not recorded in the Public Records of Palm Beach County Florida. The original By-Laws are being recorded simultaneously with this Amendment.

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

Article V, Section 4.B of the By-Laws of Westchester Community Master Association, Inc. is amended as follows:

B. Written notice of a special meeting of the Master Association stating the time, place and object thereof shall be served upon or mailed to each person representative and alternative designated by the sub-associations and the president of each sub-association at such address as appears on the books of the Master Association at least seven days before such meeting. ~~A notice of such meeting shall be posted at a conspicuous place on the Common Properties at least seven days prior to the meeting. It shall be the responsibility of each sub-association to notify its membership of the special meeting and to post a notice of said meeting at a conspicuous place on the common property of said sub-association at least five (5) days prior to the meeting.~~



I HEREBY CERTIFY that the By-Laws of Westchester Community Master Association, Inc., attached as Exhibit "I" to this Certificate are the original By-Laws of Westchester Community Master Association, Inc.. The original By-Laws of Westchester Community Master Association, Inc., were previously not recorded in the Public Records of Palm Beach County.

DATED this 18 day of March, 2002.

WESTCHESTER COMMUNITY MASTER
ASSOCIATION, INC.

By: Harold Levenson
Harold Levenson, President

By: Sol Bembien
Sol Bembien, Secretary

Ellen Storratt
Print Name

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 18 day of March 2002, by Harold Levenson, as President and Sol Bembien, as Secretary of Westchester Community Master Association, Inc., who are Personally Known ☒ or Produced Identification ☐ _____

Type of Identification Produced _____

(SEAL)

Sign Michael Lebowitz
Print Michael Lebowitz

My Commission Expires



Michael J. Leibowitz
Commission # DD 004434
Expires April 10, 2005
Bonded Through
Atlantic Bonding Co., Inc.

WC

186 CC
185
158 SC

C 149 CC
96

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BY-LAWS
OF
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A FLORIDA NOT-FOR-PROFIT CORPORATION

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This instrument was prepared by:
Howard Allen Cohen, Esq.
STROOCK & STROOCK & LAVAN
100 North Biscayne Boulevard
Twenty-Second Floor
Miami, Florida 33132

BY-LAWS

- of -

WESTCHESTER COMMUNITY MASTER ASSOCIATION, INC.

ARTICLE I

GENERAL

Section 1. Name. The name of the corporation shall be WESTCHESTER COMMUNITY MASTER ASSOCIATION, INC. ("Master Association").

Section 2. Principal Office. The principal office of the Master Association shall be 801 S.E. 5th Avenue, Suite 204, Delray Beach, Florida 33444, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Master Association shall be kept at its principal office.

Section 3. Definitions. A. The definitions adopted in the Articles of Incorporation of this Master Association ("Articles") shall apply to these By-Laws, except where these By-Laws provide to the contrary.

B. As used herein, the word "Lot" shall mean and refer to any parcel of land which is intended for or actually used as a site for a Family Dwelling Unit or Commercial Unit.

ARTICLE IIDIRECTORS

Section 1. Number and Term. The number of directors ("Directors") constituting the Master Association's Board of Directors shall be three unless the number is increased or decreased by resolution of the Board of Directors, which number may never be less than three. Each director shall serve for a term of three years, except for those initial directors named in the articles, who shall serve for the terms stated therein.

Section 2. Vacancy and Replacement. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, increase in number of directors, removal from office, or otherwise, except by expiration of a staggered term, a majority of the remaining Directors, though less than a quorum, at a special meeting of Directors duly called for this purpose, shall choose a successor or successors who shall hold office for the unexpired portion of the term of the vacated office. Notwithstanding the foregoing, the Company is authorized to replace any Director elected by the Company at any time.

Section 3. Removal. Any member of the Board of Directors may be removed from office with or without cause by the vote or agreement in writing of holders of a majority of the total votes of the Members. A special meeting of the Members of the Master Association to remove a member or members of the Board of Directors may be called by the Voting Representatives of the holders of ten percent (10%) of the total votes of Members giving notice of the meeting as required for a meeting of Members and the notice shall state the purpose of the meeting. If any Director who is an Owner fails to pay any Assessment levied against him by the Board of Directors, whether regular or special Assessment, within thirty (30) days after its due date, he shall automatically be removed as a Director and the remaining Directors shall select a successor to serve the unexpired portion of the term of said removed Director. The provisions of this section shall not apply to any Director elected or appointed by the Company.

Section 4. Powers. The property and business of the Master Association shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by the Florida Statutes, the Articles of

Incorporation or the Declaration. The powers of the Board of Directors shall specifically include, but not be limited to, the following:

A. To levy and collect regular and special assessments.

B. To use and expend the assessments collected to acquire, maintain, operate, lease, care for and preserve the Master Association's property, including the Common Property and Recreational Facilities, if any.

C. To purchase the necessary equipment required in the maintenance, care and preservation referred to above.

D. To enter into and upon the Lots when necessary, with as little inconvenience to the Owners as possible, in connection with said maintenance, care and preservation.

E. To insure and keep insured the Master Association's property including the Common Property and Recreational Facilities, if any, against loss from fire and/or other casualty and the Owners against public liability, and to purchase such other insurance as the Board of Directors may deem advisable.

F. To collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the Members for violations of these By-Laws, the Articles of Incorporation, the Declaration, and the rules and regulations promulgated by the Board of Directors.

G. To employ and compensate such personnel as may be required for the maintenance and preservation of the Master Association's property, including the Common Property and Recreational Facilities, if any.

H. To make reasonable rules and regulations applicable to all Members relating to all matters covered by the Declarations.

I. To contract for the management of the Properties and to delegate to such other party all powers and duties of the Master Association except those specifically required by the Declarations the Articles or these By-Laws to have the specific approval of the Board of Directors or membership.

J. To carry out the obligations of the Master Association under any easements, restrictions or covenants running with any land subject to the Declarations or any Supplemental Declarations.

K. To perform the services authorized or required of the Master Association pursuant to the Declaration or the Articles of Incorporation.

Section 3. Compensation. Neither Directors nor officers shall receive compensation for their services as such.

Section 6. Meetings. Meetings of the Board of Directors shall be held in accordance with the following:

A. The first meeting of each Board of Directors newly elected by the Members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the Members' meeting and immediately after the adjournment of same.

B. Special meetings shall be held whenever called by the president or a majority of the Board of Directors. The secretary shall give notice of each special meeting either personally or by mail or telegram, at least three (3) days before the date of such meeting, but the Directors may waive notice of the calling of the meeting.

C. Meetings of the Board of Directors shall be open to all of the Voting Representatives of the Members and the Members, except in cases of emergency, notices of such meetings shall be posted conspicuously on the Common Property at least forty-eight (48) hours in advance of such meetings.

D. A majority of the Board shall be necessary at all meetings to constitute a quorum for the transaction of business and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting until a quorum shall be present or reschedule another meeting.

Section 7. Order of Business. The order of business at all meetings of the Board shall be as follows:

- A. Roll call.
- B. Reading of minutes of the last meeting.
- C. Consideration of communications.
- D. Resignations and elections.
- E. Reports of officers and employees.
- F. Reports of committees.
- G. Unfinished business.
- H. Original resolutions and new business.
- I. Adjournment.

Section 8. Accounting Records. The Master Association shall maintain accounting records according to generally accepted principles of accounting, consistently applied, which shall be open to inspection by Members or their authorized representatives at a reasonable time and written summaries of which shall be supplied at least annually to Members or their authorized representatives. Such records shall include, but are not limited to, a record of all receipts and expenditures and an account for each Family Dwelling Unit, Residential Lot, Multi-Family Tract, Commercial Site and Commercial Unit, which account shall designate the name and address of the Owner, the amount of each Assessment, the dates and amounts in which the Assessments come due, the amounts paid upon the account and the balance due. These functions may be delegated to certified public accountants retained by the Master Association or by a management firm retained to operate the affairs of the Master Association.

Section 9. Disclosure. The Master Association shall make available at reasonable times and places to all Members, and all holders, insurers, and guarantors of any first mortgage encumbering any of the Properties, current copies of the Declaration, any Supplemental Declaration, the Articles of Incorporation, the By-Laws, the rules and regulations of the Master Association, all financial records, and all other books and records of the Master Association. Any holder of a first mortgage encumbering any property within Westchester shall be entitled upon written request to a copy of the financial statement of the Master Association for the immediately preceding fiscal year.

ARTICLE III

OFFICERS

Section 1. Officers. The officers of the Master Association shall be a President, Treasurer, and Secretary, all of whom shall be elected annually by the Board of Directors. Any two of said offices may be united in one person, except that the President shall not hold any other office except as a Director. If the Board so determines, there may be one or more Vice-Presidents.

Section 2. Subordinate Officers. The Board of Directors may appoint such other officers and agents as it may deem necessary, who shall hold office at the pleasure of the Board of Directors and who shall have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. Tenure of Officers; Removal. All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board of Directors, which may delegate such powers to any officer. In the event that any officer who is an Owner fails to pay any Assessment levied by the Board of Directors, whether regular or special Assessment, within thirty (30) days of its due date, said officer shall automatically be removed from office and the Board of Directors shall appoint a successor.

Section 4. The President.

A. The President shall be chairman of, and shall preside at all meetings of the Members and Directors, shall have general and active management authority over the business of the Master Association except that which is delegated, shall see that all orders and resolutions of the Board are carried into effect, and shall execute bonds, mortgages and other contracts requiring a seal of the Master Association. The seal, when affixed, shall be attested by the signature of the Secretary and the Assistant Secretary or the Treasurer.

B. He shall supervise and direct all other officers of the Master Association and shall see that their duties are performed properly.

C. He shall submit a report of the operations of the Master Association for the fiscal year to the Directors (whenever called for by them) and to the Members at their annual meeting, and from time to time shall report to the Board all matters within his knowledge which the best interests of the Master Association may require be brought to its notice.

D. He shall be an ex-officio member of all committees with a vote and shall have the general powers and duties of supervision and management usually vested in the office of the President of a corporation.

Section 5. The Secretary.

A. The Secretary shall keep the minutes of meetings of the Members and of the Board of Directors in one or more books provided for that purpose. The minute book shall be available for inspection by all Members, or their authorized representatives, and by the Board of Directors, which minutes shall be retained for a period of not less than seven years.

B. He shall see that all notices are duly given in accordance with the provisions of these By-Laws or as otherwise required by law.

C. He shall be the custodian of the corporate records and of the seal of the Master Association and shall see that the seal of the Master Association is affixed to all documents on which a seal is required and the execution of which, on behalf of the Master Association, under its seal, is duly authorized in accordance with the provisions of these By-Laws.

D. He shall keep a register of the post office address of each Member, which shall be furnished to the Secretary by such Member.

E. In general, he shall perform all duties incident to the office of the Secretary and other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 6. The Treasurer.

A. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Master Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Master Association in such depositories as may be designated by the Board of Directors.

B. He shall disburse the funds of the Master Association as ordered by the Board, taking proper vouchers for such disbursement, and shall render to the President and Directors, at the regular meeting of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Master Association.

C. He may be required to give the Master Association a bond in a sum and with one or more sureties satisfactory to the Board for the faithful performance of the duties of his office and the restoration to the Master Association, in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the Master Association. The Master Association shall pay the premium for said bond.

Section 7. Vacancies. If the office of the President, Vice-President, Secretary, Treasurer, Executive Director, or Manager, or any other office established by the Board of Directors becomes vacant by reason of death, resignation, disqualification or otherwise, the Directors, by a majority vote of the Board of Directors, may choose a successor or successors who shall hold office for the unexpired portion of the term of the vacated office.

Section 8. Resignations. Any Director or officer may resign his office at any time, in writing, which resignation shall take effect from time of its receipt by the Master Association, unless some later time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE IV

MEMBERSHIP

Section 1. Special Circumstances. Whenever it is necessary to determine for the purposes of the Articles or these By-Laws whether a person holds a record interest in any property, the following shall be deemed to consist of a record interest for such purposes:

1. Ownership of a beneficial interest in a land trust organized under the provisions of §697.071, Florida Statutes (1981), or any successive statute thereto.
2. The status of an heir at law after determination of a probate court of competent jurisdiction, or a beneficiary under a will which has been admitted to probate in a court of competent jurisdiction, of the estate of an Owner, unless the property is under the control of the personal representative, in which event the personal representative shall be deemed the Owner for the purposes of the Articles and these By-Laws.

ARTICLE VMEETINGS OF ASSOCIATION

Section 1. Place. All meetings of the Master Association shall be held at such place as may be stated in the notice of the meeting.

Section 2. Annual Meeting.

A. The first annual meeting of the Master Association shall be held on a date and time determined by the board of directors. In addition to the election of Directors at said first meeting, such other business as may properly come before the meeting may be transacted.

B. Regular annual meetings subsequent to the first meeting shall be held at such dates and times as determined by the Board of Directors.

C. At the annual meetings, the Members, or those voting on their behalf, by a majority vote (cumulative voting prohibited) shall elect a Board of Directors and transact such other business as may properly come before the meeting.

D. Written notice of the annual meeting shall be personally served upon or mailed by mail to each Voting Representative at least fourteen days prior to the meeting. An officer's certificate of mailing shall be retained as proof of such mailing. A notice of such meeting shall be posted at a conspicuous place on the Common Properties at least fourteen days prior to the meeting.

Section 3. Voting List. At least fourteen days before every election of Directors, a complete list of those persons entitled to vote at said election shall be prepared by the Secretary. Such list shall be produced and kept for said fourteen days and throughout the election at the office of the Master Association and shall be open to examination by any person entitled to vote throughout such time.

Section 4. Special Meetings.

A. Special meetings of the Master Association, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of those persons entitled to vote holding one-third of the total Class A or Class B votes. Should the President fail to call such a special meeting, such persons may, in lieu thereof, call such meeting. Such request shall state the purpose or purposes of the proposed meeting.

B. Written notice of a special meeting of Master Association stating the time, place and object thereof shall be served upon or mailed to each person entitled to vote thereon at such address as appears on the books of the Master Association at least seven days before such meeting. A notice of such meeting shall be posted at a conspicuous place on the Common Properties at least seven days prior to the meeting.

C. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 5. Quorum. Persons entitled to vote holding a majority of the total Class A and Class B votes, shall be requisite to and shall constitute a quorum at all meetings of the Master Association for the transaction of business, except as otherwise provided by statute, the Articles of Incorporation or these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the Master Association, the persons entitled to vote thereat, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called. The joinder of a Voting Representative or Class B Member in the action of a meeting by signing and concurring in the minutes hereof shall constitute the presence of such member for the purpose of determining a quorum. A person who is present by proxy shall be deemed present for the purpose of establishing a quorum.

Section 6. Vote Required to Transact Business. When a quorum is present at any meeting, a majority of the votes cast, shall decide any question brought before the meeting, unless the question is one which, by express provision of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws requires a different vote, in which case such express provision shall govern and control the decision of such question. Notwithstanding anything contained in these By-Laws to the contrary, at annual Members meetings a quorum shall be deemed to be that number of Members present at the meeting and no minimum number of Members shall be deemed required for a quorum.

Section 7. Waiver and Consent. Whenever the vote of Members or persons on their behalf at a meeting is required or permitted by any provision of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws in connection with any action of the Master Association, the meeting and vote of Members or persons entitled to vote on their behalf may be dispensed with if all such persons who would have been entitled to vote upon the action of such meeting if such meeting were held shall consent in writing to such action being taken.

Section 8. Order of Business. The order of business at annual Members' meetings and, as far as practical, at other Members' meetings will be:

- A. Election of Chairman.
- B. Roll call.
- C. Proof of notice of meeting or waiver of notice.
- D. Reading of minutes of prior meeting.
- E. Officers' reports.
- F. Committee reports.
- G. Elections.
- H. Unfinished business.
- I. New business.

J. Adjournment.

ARTICLE VINOTICES

Section 1. Definition. Whenever, under the provisions of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws, notice is required to be given to any Director, officer, Voting Representative or Member, it shall not be construed to mean only personal notice, but such notice may be given in writing by mail by depositing the same in a post office or letter box in a postpaid, sealed envelope, addressed as appears on the books of the Master Association. Any such notice and any notice of any meeting of the Members, annual or special, need not be sent by certified mail, except as specifically provided by statute, the Articles of Incorporation, these By-Laws or the Declaration, and shall be given to the Voting Representatives of the Class A Members and directly to the Class B Member.

Section 2. Service of Notice - Waiver. Whenever any notice is required to be given under the provisions of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws, a waiver thereof, in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

Section 3. Address. The address for notice to the Master Association is 801 S.E. 6th Avenue, Suite 204, Delray Beach, Florida 33444, or at such other place as may be subsequently designated by the Board of Directors.

Section 4. Notices to Members. In the event that no different mailing address has been furnished to the Master Association by a Member, notice may be given to the Member at the street address for his lot.

Section 5. Notices to Lenders. Upon the written request to the Master Association the Master Association shall give written notice to any holder, insurer, or guarantor of any mortgage encumbering property in Westchester of the following:

a Any condemnation or casualty loss that affects either a material portion of Westchester or the project in which the mortgaged property is located or the mortgaged property itself.

b Any delinquency of 60 days or greater in the payment of assessments owed by the owner of the mortgaged property to the Master Association, provided, however, that the Master Association is then collecting such assessments directly from the owner of the mortgaged property and not indirectly from his Sub-Association.

c A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Master Association.

d Any proposed action by the Master Association which requires the consent of a specified percentage of mortgage holders.

The provisions of this Section shall only apply if the request for notice described above specifically identifies the name and address of the person requesting the notice and the name, legal description, and street address of the mortgaged property. The Master Association shall only be required to give notice hereunder of matters of which it has or maintains records.

ARTICLE VII

FINANCES

Section 1. Fiscal Year. The fiscal year shall be the calendar year unless changed by the Board of Directors by resolution.

Section 2. Checks. All checks or demands for money and notes of the Master Association shall be signed by any one of the following officers: President, Vice-President, Secretary or Treasurer, or by such officer or officers or such other person or persons as the Board of Directors may from time to time designate. The Board of Directors, by resolution, may require more than one signature.

Section 3. Fidelity Bonds for Officers. All officers, and all employees of the Master Association and any contractor handling or responsible for Master Association funds shall be bonded in such amount as may be determined by the Board of Directors, provided that such bonds are available at standard rates. The premiums on such bonds shall be paid by the Master Association. The amount of such bonds shall not be less than the total funds held by the Master Association from time to time, or the aggregate of three months' assessments from all Members plus all reserves, whichever is greater.

ARTICLE VIII

PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of Master Association meetings when not in conflict with the Declaration, the Articles or these By-Laws.

ARTICLE IX

AMENDMENT

The By-Laws may be amended in the manner set forth in the Declaration and the Articles. No By-Law shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted into the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "SUBSTANTIAL REWORDING OF BY-LAW. SEE BY-LAW FOR PRESENT TEXT." Nonmaterial errors or omissions in the By-Law process shall not invalidate an otherwise properly promulgated amendment.

ARTICLE XSTANDING COMMITTEES

Section 1. Discretionary Function. The board of directors may but shall not be required to create the following standing committees.

Section 2. Membership. Each standing committee shall include at least one member of the Board of Directors. In addition, the President of the Master Association shall be an ex-officio member with a vote on each standing committee. Each such committee shall have as many Members as the Board of Directors may determine are required to fulfill the committee's functions. Subject to the foregoing, the President shall appoint all committee Members and designate the chairman. The Board of Directors, by majority vote, may remove Members of committees for cause, and unanimously without cause. The Board of Directors may authorize the President to appoint one or more Members who are not Directors to serve as advisory committee Members without a vote, and such advisory committee Members may be removed by a majority of the Board of Directors with or without cause at any time.

Section 3. Term. Every member of a standing committee shall serve until the installation of a newly-elected President.

Section 4. Committees.

A. Fiscal Affairs. This committee shall have responsibility for preparation of the annual budget, establishment of adequate reserves and periodic review of the insurance program. It shall also oversee collection and disbursement of assessments and expenses and other receipts and disbursements of Master Association monies. The Treasurer shall be chairman of this committee.

B. Personnel, Grounds and Equipment. This committee shall oversee the maintenance and preservation of the common elements, including the grounds, equipment and personnel to assure the smooth operation and functioning of the physical elements of the Community, and shall direct the efforts of the manager.

C. Liaison Committee. This committee shall serve as the communication link between the Board of Directors and third parties such as the Company, local municipal authorities, mortgagees of properties within Westchester, and counsel for the Master Association, and the Sub-Associations. The President shall be chairman of this committee.

D. Owner Relations. This committee should formulate and review proposed rules and regulations and publish adopted rules and regulations and maintain two-way communication between the Board and the Members of the Master Association.

Section 5. Jurisdiction. Within the limits of the Board of Directors' own jurisdiction, any committee may be expressly empowered by the Board of Directors to fulfill its functions without further review by the Board. Otherwise, the actions of the committees shall only be advisory.

Section 6. Reports. Each committee shall keep minutes of its proceedings and shall file a copy with the Secretary of the Master Association. A summary of all committee proceedings shall be presented to the annual meeting. A reasonable time within which to file such minutes and reasonable hours of inspection by interested Members may be fixed by the Board of Directors.

ARTICLE XI

FISCAL MANAGEMENT

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

Section 1. Accounts. The funds and expenditures of the Master Association shall be credited and charged under the following classifications as appropriate, and maintained separately for as each relates to the Common Property and Recreational Facilities, if any:

A. Current Expenses. Current expenses shall include all funds and expenditures to be made within the year for which the funds are budgeted and may

include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the assets for current expenses for the succeeding year or to fund reserves.

B. Reserve for Deferred Maintenance. Reserve for deferred maintenance shall include funds for maintenance items which occur less frequently than annually.

C. Reserve for Replacement. Reserve for replacement shall include funds for maintenance or replacement required because of damage, depreciation or obsolescence.

Section 2. Budget. The Board of Directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray the current expenses and may provide funds for the foregoing reserves.

Section 3. Assessments. Assessments against Owners for their share of the items of the budget shall be made for the calendar year annually in advance on or before December 20th preceding the year for which the assessments are made. Such assessments shall be due in quarterly in advance installments as determined 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 payments thereon shall be due as during the previous year until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefor may be amended at any time by the Board of Directors. Until the first annual assessment shall be determined by the Board of Directors of the Master Association, assessments shall be as reflected in the Declaration.

Section 4. Depository. The depositories of the Master Association will be such banks and/or savings and loan associations in Florida as shall be designated from time to time by the Board of Directors and the monies of the Master Association shall be deposited in said depositories. Withdrawals of monies from such accounts shall be only by checks signed by persons authorized by the Board of Directors as provided in these By-Laws; provided, however, that the

provisions of any management agreement between the Master Association and a manager relative to the subject matter of this section shall supersede the provisions hereof.

ARTICLE XII

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Every Director and every officer of the Master Association shall be indemnified by the Master Association against all expenses and liabilities, including attorneys' fees reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Master Association, or any settlement thereof, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interests of the Master Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such Directors or officers may be entitled.

ARTICLE XIII

CONSTRUCTION

Section 1. Gender. Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to include the masculine, feminine or neuter, singular or plural, wherever the context so requires.

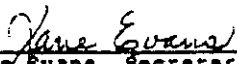
Section 2. Conflicts. Should any of the provisions of these By-Laws be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall nevertheless be and remain in full force and effect.

ARTICLE XIV

MISCELLANEOUS

Section 1. Penalties. No penalty, including fines and suspension of membership privileges, may be imposed by the Master Association upon any Member except after notice and hearing as provided in Paragraphs (a) and (b) of Section 7 of Article IX of the Declaration. This provision shall not apply to assessments made pursuant to Article VII of the Declaration.

The foregoing were adopted as the By-Laws of WESTCHESTER COMMUNITY MASTER ASSOCIATION, INC. at the first meeting of its Board of Directors, on the 2nd day of August, 1983.



Jane Evans, Secretary
(Corporate Seal)

This instrument was prepared by:
Howard Allen Cohen, Esq.
STROOCK & STROOCK & LAVAN
100 North Biscayne Boulevard
Miami, Florida 33132

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This instrument was prepared by:
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Twenty-Second Floor
Miami, Florida 33132

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
WESTCHESTER

This Declaration of Covenants, Conditions and Restrictions made by CARMA DEVELOPERS (FLORIDA), INC., a Florida corporation, hereinafter referred to as the "Company".

WITNESSETH:

WHEREAS, the Company on the date hereof is the owner of certain real property located in Palm Beach County, Florida, more particularly described in the attached Exhibit A; and

WHEREAS, the Company intends to develop the real property described in Exhibit A subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth.

NOW, THEREFORE, Company hereby declares that all of the real property described in Exhibit A attached hereto shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property and to provide a uniform plan of development for same. Said easements, covenants, conditions, restrictions, reservations, liens and charges shall run with the real property described in Exhibit A attached hereto, shall be binding upon all parties having and/or acquiring any right, title or interest in the real property described therein or in any part thereof, and shall inure to the benefit of each and every person or entity, from time to time, owning or holding an interest in said real property.

ARTICLE I

DEFINITIONS

Section 1. The following words and terms when used in this Declaration or any Supplemental Declaration hereto (unless the context shall clearly indicates otherwise) shall have the following meanings:

A. "Articles" and "By-Laws" shall mean and refer to the Articles of Incorporation and the By-Laws of the Master Association as they may exist from time to time.

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B. "Commercial" shall mean and refer to the intended use of any of the Properties as a Commercial Unit.

C. "Commercial Site" shall mean any unimproved parcel of land within the Properties intended for use as a site for Commercial Units. A Commercial Site shall not include property upon which improvements are to be built which also qualifies as a Multi-Family Tract.

D. "Commercial Unit" shall mean any improved parcel of land within the Properties, which is intended and designed to accommodate a commercial enterprise to serve the public, including but not limited to business and professional offices, facilities for the retail sale of goods and services, banks and other financial institutions, restaurants, hotels, motels, inns, theaters, lounges, marinas, transportation terminals or stations, automobile parking facilities and gasoline stations. For the purposes of this Declaration, any such parcel of land shall not be deemed to be improved until a certificate of occupancy (temporary or permanent) has been issued by the appropriate governmental authorities for the Commercial Unit to be constructed on said parcel, or until said Commercial Unit is determined by the Association, in its reasonable discretion, to be substantially complete. Whenever commercial property is subdivided by plat, conveyance, lease, or otherwise into more than one parcel, regardless of the size of each parcel, each such parcel shall be deemed to consist of at least one Commercial Unit, the actual number of Commercial Units to be determined by allocating one Commercial Unit for each one-tenth acre or portion thereof of each parcel. The allocation of the number of Commercial Units provided in this paragraph shall apply for all purposes, including allocation of voting rights and shares of assessments.

E. The terms "common area" and "common areas" shall mean and refer to those portions of the Properties not designated in the Development Plan to be used for the construction of Units, Recreational Facilities, or designated as "Recreation Tracts", Golf Club, Commercial, Community Recreation Center, Civic Area, and Commercial Community Center, and includes those areas shown thereon as "Open Space." Common areas include Common Property, but said term also refers to portions of the Properties which may be intended to be conveyed or dedicated to Sub-Associations rather than the Master Association. Common areas may be owned by or dedicated to the use of the Master Association or any Sub-Association, and the use of the term "common area" shall not denote ownership by the Master Association.

F. "Common Property" shall mean and refer to those tracts of land, together with any improvements thereon, and any personal property situate thereat, which are actually deeded to, dedicated to, or otherwise acquired by the Master Association.

G. "Company" shall mean CARMA DEVELOPERS (FLORIDA), INC., a Florida corporation, and the successors and assigns to the rights of Carma Developers (Florida), Inc. as Company hereunder.

H. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions and include the same as it may, from time to time, be amended.

I. "Developer" shall mean and refer to any person or business entity who acquires any of the Properties for the purpose of improving same and selling them as improved.

J. "Development Plan" shall mean and refer to the Trian Planned Unit Development ("P.U.D.") (also known as Piper's Glen and now known as WESTCHESTER) approved by appropriate governmental agencies for the development of Westchester. Because P.U.D.'s are customarily changed by developers as development progresses, and because the future development of Westchester is subject to revision and change by the Company, all references to the "Development Plan" shall be references to the latest revision approved by appropriate governmental agencies.

K. "Family Dwelling Unit" shall mean and refer to any improved property intended for use as a single family dwelling, including, but not limited to, any single family detached dwelling, patio home, condominium unit, garden home, townhouse unit, villa unit, cooperative apartment unit, or rental apartment unit located within the Properties. For the purposes of this Declaration, any such single family dwelling shall not be deemed to be improved until a certificate of occupancy (temporary or permanent) has been issued by the appropriate governmental authorities for the single family dwelling constructed on said parcel, or until said single family dwelling is determined by the Master Association, in its reasonable discretion, to be substantially complete.

L. "General Expenses" shall mean and refer to the expenditures for cleanup, maintenance, operation, and other services required or authorized to be performed by the Master Association, but shall not include expenses which may be incurred in connection with any of the Recreational Facilities, if any.

M. "Golf Course" shall mean and refer to any golf course and clubhouse that may be owned, operated, and maintained by the Company or any person to whom the Company may transfer same on the real property more particularly described in Exhibit B attached hereto. Nothing contained in this Declaration or in the By-Laws of the Master Association shall obligate either the Company or the Master Association to construct or operate any Golf Course, which may or may not be constructed and operated at the option of the Company. In the event the Golf Course is constructed, it may be operated as a private club or otherwise as its owner may elect, and Owners may or may not be eligible for membership at the option of the owner of the Golf Course.

N. "Institutional Lender" shall mean and refer to the holder of a mortgage encumbering a Residential Lot, Family Dwelling Unit, Multi-Family Tract, Commercial Site, or Commercial Unit, if the owner and holder of said mortgage is a bank, builder, developer, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, mortgage broker, mortgage banker, private mortgage insurance company, the United States Veterans' Administration, United States Federal Housing Administration, or a lender generally recognized in the community as an institutional lender. Any assignee of a mortgage originated by an Institutional Lender shall be deemed an Institutional Lender for the purposes of said mortgage. The Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, and any similar institutions created in the future shall be deemed Institutional Lenders, regardless of from whom any mortgage held by any of them originated.

O. "Master Association" or "Westchester Master Association" shall mean and refer to Westchester Community Master Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

P. "Member" shall mean and refer to all those Owners who are Members of the Master Association as provided in Article III hereof.

Q. "Multi-Family Tract" shall mean any unimproved parcel of land located within the Properties, intended for use as a site for Multi-Family Units.

R. "Multi-Family Unit" shall mean any Family Dwelling Unit which is contained in a structure containing at least one other Family Dwelling Unit.

S. "Owner" shall mean and refer to the Owner as shown by the real estate records in the Office of the Clerk of the Circuit Court of Palm Beach County, Florida, whether it be the Company, one or more persons, firms, associations, partnerships, corporations, or other legal entities, of fee simple title to any of the Properties. Unless the context requires otherwise, a Sub-Association shall be deemed the "Owner" of any real property owned or administered by said Sub-Association. Owner shall not mean or refer to the holder of a mortgage or security deed its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

T. "Properties" or "Westchester" shall mean and include the real property subject to the Development Plan, as same may be amended from time to time, and at this time consists of that certain property described in Exhibit A hereto. In the event the Development Plan is amended by the Company to include additional real property, this Declaration shall be

amended as hereinafter provided to include said additional property hereunder. In the event the Development Plan is amended by the Company to delete certain real property from Westchester, this Declaration shall be amended to delete said property from the provisions hereof. No such amendment of either of the Development Plan or this Declaration may be undertaken to delete any property (a) if said property is not owned by the Company at the time of said amendment, unless both the Owner of said property and the Institutional Mortgagee holding a first mortgage thereon consent thereto, or (b) if the effect of such deletion would be to deprive any Owner, optionee, or Sub-Association of access to or from property owned or optioned by said Owner, optionee or Sub-Association or, in the case of a condominium type Sub-Association, administered by said Sub-Association.

U. "Public Records" shall mean and refer to the Public Records of Palm Beach County, Florida.

V. "Reasonable attorneys' fees" means and includes reasonable fees for the services of attorneys-at-law, whether or not those services were rendered in connection with judicial (at both trial and appellate levels) or administrative proceedings (both before governmental, administrative agencies and administrative bodies of Westchester, including but not limited to the Board of Directors of the Master Association), and if judicial or administrative proceedings are involved, then of all review of the same by appeal or otherwise.

W. "Recreational Expenses" shall mean and refer to any and all expenditures incurred or to be incurred by the Master Association in connection with any of the Recreational Facilities, if any, and shall include but not be limited to maintenance, repairs, construction costs, mortgage and other loan interest and amortization (provided that no interest or amortization shall be considered a Recreation Expense unless the obligation to which they relate was incurred by the Master Association after the Company has relinquished control over the Master Association), rent, salaries, acquisition costs, and programming expenses involving any Recreation Facility.

X. "Recreational Facilities" shall mean and refer to those tracts of land, together with any improvements thereon, such as a clubhouse, pool, or tennis facilities, and also include any personal property acquired by the Master Association for use in connection with any of the foregoing, which are used by or are intended by the Master Association for recreational uses.

Y. "Residential" shall mean and refer to the intended use of a portion of the Properties as a Family Dwelling Unit.

Z. "Residential Lot" shall mean and refer to any unimproved parcel of land located within the Properties which is intended for use as a site for a Single-Family Unit.

AA. "Single-Family Unit" shall mean and refer to any Family Dwelling Unit which is not a Multi-Family Unit.

BB. "Sub-Association" shall mean and refer to any association which may hereafter be formed to manage and operate Family Dwelling Units or Commercial Units, including but not limited to condominium associations, cooperative associations, and homeowners' associations. Any association formed for the purpose of maintaining any lake ("Lake Sub-Association") or any other special feature or facility ("Maintenance Sub-Association") of Westchester shall be deemed a Sub-Association, but, notwithstanding any other provision of this Declaration to the contrary, no Lake Sub-Association or Maintenance Sub-Association shall be entitled to any vote in the affairs of the Master Association.

CC. "Sub-Declaration" shall mean and refer to any declaration of covenants, conditions, and restrictions, declaration of condominium, declaration of cooperative plan, or any other similar instrument, recorded in the Public Records of Palm Beach County, Florida, affecting or purporting to affect any portion (but not all) of the Properties.

DD. "Supplemental Declaration" shall mean any declaration of covenants, conditions, and restrictions, declaration of condominium, declaration of cooperative plan, or any similar instrument other than this Declaration which either (1) has the effect of adding or deleting property to Westchester pursuant to the provisions of Article II hereof, or (2) any such declaration affecting all of the Properties.

ARTICLE II

PROPERTY SUBJECT TO DECLARATION

Section 1. Initial Property. The real property which shall initially be held, transferred, sold, conveyed, given, donated, leased and/or occupied subject to this Declaration is described in Exhibit A attached hereto and made a part hereof by reference. Because it is customary for developers to change P.U.D.'s during the cause of development, and although the Company intends to develop Westchester in accordance with the Development Plan, the Company hereby reserves the right to review, modify, or amend the Development Plan from time to time in its sole discretion and at its option, including but not limited to adding or deleting real property, increasing or decreasing density, relocating, and reducing or increasing lakes and open or green areas; provided, however, that any such changes may only involve property then owned by the Company unless the Owner thereof consents to such change. The Company shall not be required to follow any predetermined order of improvement and development within Westchester; and it may bring within this Declaration additional lands and develop them before completing the development of Westchester. The Company shall have the full power to add to, subtract from or make changes in the Development Plan regardless of the fact that such actions may alter the relative voting strength of the various types of memberships of the Master Association.

Section 2. Additional Property. Additional property may become subject to this Declaration in the following manner:

A. Future Phases. The Company shall have the right, without any consent of the Master Association being required, to subject to this Declaration, additional properties as future phases of Westchester. The additional property shall automatically become subject to this Declaration by filing in the Public Records of Palm Beach County, Florida, a Supplemental Declaration of Covenants, Conditions, and Restrictions with respect to the additional property (the "Supplemental Declaration"). The Supplemental Declaration may contain such complementary additions and modifications of the covenants, conditions, and restrictions contained in this Declaration as may be necessary or convenient, in the judgment of the Company, to reflect the different character, if any, of the additional property. Any such modification shall have no effect on the real property described in Exhibit A except as may be consistent with this Declaration.

B. Other Additions. Upon approval in writing of the Company while it owns any portion of the Properties described in Exhibit A or added hereto as provided above, or the Master Association thereafter, and subject to the Palm Beach County Zoning Code, the owner of any other real property who desires to subject it to this Declaration, may file or record a Supplemental Declaration of Covenants, Conditions, and Restrictions with respect to such additional property, which Supplemental Declaration, if duly executed by both said owner and the Company, or the Master Association if the Company's approval is not required by this paragraph, shall extend the operation and effect of this Declaration to such additional property. The Supplemental Declaration may contain any such complementary additions and modifications of the covenants, conditions, and restrictions contained in this Declaration as may be necessary or convenient, in the judgment of the Company, or the Master Association if the Company's consent is not required by this paragraph, to reflect the different character, if any, of the added properties, but such modifications shall have no effect on the real property described in Exhibit A except as may be consistent with this Declaration.

C. Mergers. Upon a merger or consolidation of the Master Association with another association (which merger may only take place as permitted by the articles of incorporation and by-laws of both associations), the Master Association's properties, rights and obligations may, by operation of law, be transferred to the surviving or consolidated association, or, in the alternative, the properties, rights and obligations of the other association may, by operation of law, be added to the properties of the Master Association as a surviving corporation pursuant to a merger. Except as hereinafter provided, no such merger or consolidation shall revoke, change or add to the covenants, conditions and restrictions established by this Declaration.

D. Additional Property. No additional property shall be added to Westchester pursuant to the provisions of this Section 2 unless the property to be added is included in a plat or amended plat recorded in the Public Records in connection with the addition of such additional property.

Section 3. Planned Unit Development. In accordance and to the extent required by Section 500.21 of the Zoning Code of Palm Beach County, Florida, as the same shall exist on the date this Declaration is recorded, any portion of any plat containing property subject to this Declaration and containing open space may not be vacated in whole or in part unless such entire plat is vacated; in the event any Family Dwelling Unit built under said Section 500.21 is destroyed or removed by or for any cause, if replaced, said Family Dwelling Unit shall be replaced with a Family Dwelling Unit of at least similar size and type, however, not exceeding the dimensions of the previous Family Dwelling Unit.

Section 4. Deletion of Property. Property may be deleted from the operation of this Declaration by amendment hereof pursuant to the provisions of Article X, subject to the provisions of Article I, Section 1, Paragraph 5.

Section 5. Lakes and Beaches. It is customary for developers to modify land use plans for planned unit developments during the course of development, and the Company reserves the right to amend or modify the Development Plan. Pending final development of Westchester, the Company reserves the right to expand and contract the shorelines of any lakes or beaches owned by the Company and thereby to modify the boundaries of same; provided that no such modification shall take place with respect to any shoreline of property owned by a person other than the Company without the consent of such owner. Accordingly, the exact location of any boundary between any lakes or beaches and any contiguous properties shall not become fixed until final development of all properties contiguous to and surrounding any lakes or beaches. Unless specifically provided in the deed from the Company or in any declaration of covenants, conditions, and restrictions or similar instrument recorded by the Company or approved by the Company, no conveyance of the property abutting any beach, lake or canal shall include any rights with regard to said beach, lake, or canal, and without limiting the generality of the foregoing, no such conveyance shall include title to land outside the legal description contained on the deed.

Section 6. Property Lines. The fee simple title to any parcel of land described as bounded by any street, lane, walkway, park, playground, lake, pool, canal, greenbelt, or any other common area which has not been dedicated or accepted by the public and the fee simple title to any parcel of land shown on any plat recorded or to be recorded as to any of the Properties as abutting upon any such common property shall not extend upon such common property and the title to and use of such common property is reserved to the Company to be conveyed or dedicated as provided elsewhere in this Declaration.

ARTICLE III

MASTER ASSOCIATION

Section 1. Membership. Every Owner, including the Company, shall be a Member of the Master Association, and by acceptance of a deed or other instrument evidencing his ownership interest, each Owner accepts his membership in the Master Association, acknowledges the authority of the Master Association as herein stated, and agrees to abide by and be bound by the provisions of this Declaration, any Supplemental Declaration, and any Sub-Declaration applicable to the Owner's unit, the Articles of Incorporation, the By-Laws, and other rules and regulations of the Master Association. In addition to the foregoing, the family, guests, invitees, licensees, and tenants of said Owners shall, while in or on the Property, abide and be bound by the provisions of this Declaration, any Supplemental Declaration, and any applicable Sub-Declaration, the Articles of Incorporation, the By-Laws, and other rules and regulations of the Master Association.

Section 2. Types of Membership. Membership in the Master Association shall consist of the following two classes, each with distinct rights and privileges:

Class "A" - Class "A" Members shall be all those Owners of any Lot, Unit, Tract, or Site or Undivided Land.

Class "B" - There shall be only one Class "B" Member, the Company, for so long as the total votes of all Class "A" Members are less than the total votes of the Class "B" Member, or until December 31, 1999, or until the Class "B" Member voluntarily converts its membership to Class "A" status, whichever occurs first. The Class "B" membership shall be held by any successor or assignee of the Company, provided that (1) such successor or assignee acquires ownership of the balance of the Properties then owned by the Company (except such Properties as the Company may retain not in the ordinary course of its land development business, and (2) such successor or assignee hold such Properties for sale, development, or improvement. No Owner or any other person may contest the status of the Class "B" membership of the Company or its successor or assign, and the Company or its successor or assign shall be conclusively presumed to hold Class "B" membership until the total of all Class "A" Members' votes equal or exceed the total votes of the Class "B" Members, or January 1, 2000, or upon voluntary change of membership status to Class "A" by the Class "B" Member, whichever occurs first, whereupon each of the Company's memberships shall be automatically converted to Class "A" status.

Section 3. Change of Membership. Change of membership in the Master Association shall be established by recording in the Public Records of Palm Beach County, Florida, a deed or other instrument conveying record fee title to any Residential Lot, Family-Dwelling Unit, Multi-Family Tract, Commercial Site, or Commercial Unit. The Owner designated by such instrument shall, by his acceptance of such instrument, become a Member of the Master Association, and the membership of the prior owner shall be terminated. The interest, if any,

of a Member in the funds and assets of the Master Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his real property. Membership in the Master Association by all Owners shall be compulsory and shall continue, as to each Owner, until such time as such Owner transfers or conveys of record his interest in the real property upon which his membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall be appurtenant to, run with, and shall not be separated from the real property interest upon which membership is based.

Section 4. Voting Rights. The number of votes which may be cast on all matters on which the membership is entitled to vote shall be determined as follows:

A. Each Class A Member shall have one vote for each Unit owned by said Member, and one vote for each Family or Commercial Unit projected by the Development Plan for any Tract or Site by the Development Plan owned by said Member.

B. The Class "B" Member shall be entitled to cast three votes for each Family or Commercial Unit projected by the Development Plan for any of the Properties owned by it from time to time.

C. Notwithstanding the provisions of Paragraph A of this Section 4, all Class A Members shall be members of a Sub-Association, may not cast their votes directly, and shall exercise their voting rights in the Master Association through the actions of the Voting Representative chosen by their Sub-Associations as hereinafter provided. This restriction shall not apply to the Owner of any of the Properties as to which a Sub-Association has not been formed (such as the case of a Developer who has not yet established a Sub-Association for his Properties) or as to which no Sub-Association shall be formed (such as the case of a single Commercial Unit):

D. Members who hold more than one membership of a particular class or memberships in more than one class, when entitled to vote their memberships, may cast as many votes as memberships held by them, and holding memberships of one class shall not affect the exercise of a Member's voting rights pertaining to any other class.

E. When any property entitling the Owner to membership in the Master Association which is not governed by a Sub-Association is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same property, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the secretary of the Master Association, such Owner shall select one official representative to qualify for voting in the Master Association and shall notify the Secretary of the Master Association

of the name of such individual. The vote of such individual shall be considered to represent the will of all the Owners of that property. If no notification of a representative is made as provided in this paragraph, any one of the several Owners of the same property in attendance at any meeting may vote, but if more than one of the Owners of said property are in attendance, no vote may be cast on behalf of said property unless all of its Owners in attendance agree on said vote.

F. Any other provision of this Declaration to the contrary notwithstanding, any action proposed to be taken by the Master Association which has a material adverse impact upon the Development Plan or commercial activities within the Properties shall require approval by the Company while the Company or its successor or assigns is a Class "B" Member as provided in Article III, Section 2. The Company, in its reasonable discretion, shall determine whether any proposed action by the Master Association will have a material adverse impact.

Section 5. Board of Directors. The Master Association shall be governed by a Board of Directors as provided in the Articles and By-Laws of the Master Association.

Section 6. Quorum Required for Any Action Authorized at Regular or Special Meetings of the Association. The quorum required for any action which is subject to a vote of the Members at any meeting of the Master Association shall be as is provided in the Articles and By-Laws of the Master Association except as is otherwise specifically provided in this Declaration.

Section 7. Voting Representatives.

A. All Class "A" Members shall exercise their voting rights through their respective Sub-Associations, except as provided in the second sentence in paragraph 4.C. of this Article. Each Sub-Association shall designate one of its officers, directors, or members as its Voting Representative and another of its officers, directors or members as its Alternate Voting Representative. The Alternate Voting Representative may exercise all of the powers of the Voting Representative in the latter's absence. The Secretary of each Sub-Association shall certify in writing to the Secretary of the Master Association from time to time the identity of that Sub-Association's Voting Representative and Alternate Voting Representative, and the addresses of each, which certification shall remain in effect until changed. If at any time no such certification is on file with the Secretary of the Master Association with respect to any Sub-Association, the President of said Sub-Association shall be deemed the Voting Representative, and the Vice President of the said Sub-Association shall be deemed the Alternate Voting Representative.

B. All notices of meetings and other notices required to be given by the Master Association to either the Sub-Associations or to Members shall be sent to both the Voting Representatives and the

Alternative Voting Representatives (except for those Owners falling within the exception provided in the second sentence of paragraph 4.C. of the Article), unless said notices relate to individual assessments applicable only against a specific Unit or proposed sanctions against the Owners of a particular Unit.

C. At all meetings of the Master Association in which the membership is entitled to vote, each Voting Representative shall vote the number of Class "A" Membership votes held by his Sub-Association.

D. Voting Representatives may not split the aggregate number of votes which they may cast, and each Voting Representative must cast all of his votes in unison.

Section 8. Voting by Class B Member. The Class B Member shall vote all of its votes directly and not through any Voting Representative. Any officer of the Class B Member present at any meeting shall be entitled to cast said Member's votes.

Section 9. Changes in Voting Strength. Changes may occur from time to time in the number of Members and the number of Members who are to become Members of particular Sub-Associations, because of:

A. Changes in the Development Plan;

B. Changes in the number of existing Units or Units to be constructed in any area of the Properties, as provided in Section 18 of Article X; or

C. Amendments of this Declaration.

Such changes may result in changes in the number of total votes which may be cast at membership meetings and the number of votes which may be cast by particular Voting Representatives. No such changes, assuming that they are otherwise properly authorized by changes in the Development Plan, this Declaration, any Supplemental Declaration, or any Sub-Declaration, or as set forth in Section 18 of Article X, shall be subject to objection or question by any Member or Sub-Association, notwithstanding the fact that such Member's or Sub-Association's relative voting strength may be affected thereby.

ARTICLE IV

FUNCTIONS OF MASTER ASSOCIATION

Section 1. Required Services. The Master Association shall as required provide the following services:

A. Cleanup, landscaping, landscaping maintenance, improvement maintenance, and repairs of and to:

(1) All signage (including lighting thereof and supplying electricity for this purpose) of Westchester located at the entrance

or entrances of Westchester from public streets outside of Westchester, including but not limited to maintenance and repair of any signs, planter boxes, and landscaping ancillary thereto constructed by the Company. If such signage is constructed on property owned by or dedicated to a Sub-Association or property which becomes so owned or dedicated, the Master Association shall pay all tangible personal property taxes, if any, assessed against such signage, or if such signage is assessed as part of the real property on which it is located by the Palm Beach County Property Appraiser, that portion of the real estate taxes levied against said real property as is applicable to such signage, and the Sub-Association owning or having the dedicated use of such real property paying all other real estate taxes levied against same.

(2) The main roads which the Company has projected in the Development Plan for Westchester, including any gatehouses which service entrances to Westchester from areas outside of Westchester constructed thereon by the Company, any Developer with the approval of the Company, or the Master Association with the approval of the Company. In the event any of the roads covered by this subparagraph have been or become dedicated to the public, the provisions of this subparagraph shall be subject to those of Paragraph D of this section.

(3) Any common areas, the responsibility for maintenance of which has not been assigned by this Declaration, any Supplemental or Sub-Declaration, or otherwise by the Company, to a Sub-Association or another entity. The common areas covered in this subparagraph shall include but not be limited to, at the option of the Company, any common areas developed by the Company but not sold to a Developer, dedicated to a Sub-Association, or otherwise transferred, which, in the opinion of the A.R.C. (defined below), have been completed and require periodic upkeep for the maintenance of the first-class appearance of Westchester. The Master Association shall not be required, however, to maintain Commercial Sites, lots on which Family Dwelling Units will be constructed, or Multi-Family Tracts, all of which remains the responsibility of the Company until said properties are conveyed to Developers, or the Golf Course or the Community Recreation Center as shown on Pipers Glen Plat No.1 (P.U.D.) as recorded in Plat Book 43 at page 97 of the Public Records unless a conveyance of the Golf Course or the Community Recreation Center, as the case may be, is accepted by the Master Association as hereinafter provided.

B. The staffing and operation of any gatehouses described in paragraph A(2) of this Section 1, unless said function has been delegated to a Sub-Association by the Company or a Developer.

C. In the event the Master Association accepts the conveyance of any Recreational Facilities as hereinafter provided, the Master Association shall operate and maintain the said Recreational Facilities and perform any necessary repairs thereon. Said Recreational Facilities may be open to all Owners, in which event all Recreational Expenses associated therewith shall be included in the Master Association's budget, may be open only to those residents of Westchester who desire membership in such Recreational Facilities to the extent such memberships are available on a first come, first served basis, and also to those other persons permitted by the Board of Directors of the Master Association ("membership basis"), or a combination or both, as determined by the Company. Notwithstanding the foregoing, the Company shall not convey the Golf Course or the Community Recreation Center as shown on Pipers Glen Plat No. 1 (P.U.D.) as recorded in Plat Book 43 at page 97 of the Public Records to the Master Association unless the Master Association has voted to accept such conveyance by a majority vote of all Class A Members (the Class B Member shall not vote) voting as provided herein.

D. Cleanup, landscaping, landscaping maintenance and other maintenance of all city, county or municipal properties which are located within or in a reasonable proximity to the Properties, to the extent permitted by the city, county, or municipal entity/owner, and to the extent that their deterioration would adversely affect the appearance of the Properties as a whole and the standard of maintenance by said city, county or municipality is less than that desired by the Master Association. The Master Association shall adopt standards of cleanup, landscaping, maintenance and operation required by this and other subsections within this Section 1 which are, at the very least, as stringent as those adopted and/or followed by other first-class developments similar to Westchester. The Company shall, in its reasonable discretion, determine whether such standards adopted by the Master Association meet the requirements herein.

E. Cleanup, landscaping, landscaping maintenance and other maintenance of any real property located within Westchester upon which the Master Association has accepted an easement for said maintenance by duly recording an instrument granting said easement to the Master Association executed and delivered by the Owner of said property to the Master Association.

F. Taking any and all actions necessary to enforce all covenants, conditions, and restrictions affecting the Properties and to perform any of the functions or services which should be performed by any Sub-Association in accordance with any covenants, conditions, or restrictions applicable to the Properties or in the Articles, or By-Laws, or any Supplemental Declarations, which any Sub-Association has failed to perform.

G. To conduct business of the Master Association, including but not limited to administrative services such as legal, accounting, and financial, and communication services informing Members of activities, notice of meetings, and other important events.

H. To purchase general liability and hazard insurance covering improvements and activities on those portions of the Properties subject to the maintenance obligations of the Master Association as provided in this Section i, Common Property.

I. To establish and operate the Architectural Review Committee as hereinafter defined when the Master Association assumes this responsibility as hereinafter provided.

J. Maintenance (including supplying electricity) of the lighting of those roads, sidewalks, and walking paths throughout the Properties subject to maintenance responsibility of the Master Association by Section i of this Article, in the event that the Company has installed lighting equipment thereat.

Section 2. Authorized Services. The Master Association shall be authorized, but not required, to provide the following services:

A. Installation and maintenance, including supplying electricity for, lighting of those roads, sidewalks and walking paths throughout the Properties subject to maintenance responsibility of the Master Association by Section 1 of this Article, as to which the Company has not installed lighting equipment.

B. Fire protection and prevention.

C. Garbage and trash collection and disposal.

D. To conduct recreation, sport, craft, and cultural programs of interest to Members, their families, tenants and guests.

E. To support the operation of transportation facilities serving the Properties.

F. To construct improvements on any property transferred to it or dedicated to its use for Recreational Facilities and the common areas subject to its maintenance responsibility as may be required to provide the services as authorized in this Section 2 of this Article, provided that such construction be authorized by a majority vote of the Class A Members (the Class B Member shall not vote) voting as provided herein.

G. Protection and security, including but not limited to the employment of security guards, maintenance of control centers for the protection of persons and property within the Properties.

H. Maintenance of electronic and other security devices, subject to the Company's rights in this area as reserved in Section 3, Article VI of this Declaration.

Section 3. Obligation of the Association. The Master Association shall be obligated to carry out the functions and services specified in Section 1 of this Article to the extent such maintenance and services can be provided with the proceeds first from annual assessments and then, if necessary, from special assessments. The functions and services specified in Section 2 of this Article to be carried out or offered by the Master Association at any particular time shall be determined by the Board of Directors of the Master Association taking into consideration remaining proceeds of annual assessments and the needs of the Members of the Master Association. The functions and services which the Master Association is authorized to carry out or to provide pursuant to Section 2 of this Article may be added to or reduced at any time upon the affirmative vote of a majority of the Board of Directors. Notwithstanding anything herein to the contrary, all landscaping and other maintenance shall be maintained as originally provided by the Company or better.

Section 4. Mortgage and Pledge. The Board of Directors of the Master Association shall have the power and authority to mortgage the property of the Master Association and to pledge the revenues of the Master Association as security for loans made to the Master Association, which loans shall be used by the Master Association in performing its functions.

Section 5. Conveyance to Master Association. The Master Association shall be obligated to accept any and all deeds of conveyance, easements, bills of sale delivered to it by the Company, which deeds convey title to common areas, roadways, or other rights of way, or Recreational Facilities, except for any conveyance of the Golf Course or the Community Recreation Center as shown on Pipers Glen Plat No. 1 (P.U.D.) as recorded in Plat Book 43 at page 97 of the Public Records of Broward County, Florida, which shall be subject to the provisions of the last sentence of Paragraph C of Section 1 of Article IV hereof. In the event the Development Plan reserves an area of the Properties as a club site or site for Recreational Facilities, the Company may, at its option, fail to improve or convey said area.

ARTICLE V

MANAGEMENT AGREEMENTS

The board of directors of the Master Association shall have, upon the transfer of control of the Master Association from the Company, the power to terminate any management agreement entered into by the Master Association prior to said transfer of control upon 90 days notice to the management firm, and the provisions of this sentence shall be deemed an implied term in any management agreement of the Master Association prior to such transfer of control.

ARTICLE VI

EASEMENTS

Section 1. Appurtenant Easements.

A. The Company hereby grants to the Owner of each Lot, Unit, Tract or Site, his guests, lessees, licensees, and invitees, and all Sub-Associations, as an appurtenance to the ownership of fee title interest to same and subject to this Declaration, the Articles and By-Laws of the Master Association and the rules and regulations promulgated by the Master Association and all Supplemental Declarations and Sub-Declarations that may hereafter be recorded in the Public Records of Palm Beach County, a perpetual nonexclusive easement for ingress and egress over, across and through and for the use and enjoyment of all roadways and other rights of way, such use and enjoyment to be shared in common with the other Owners of any of the Properties, their guests, lessees, licensees, and invitees as well as guests, lessees, and invitees of the Company, and all Sub-Associations, provided that such easements shall be subject to such express limitations as may be placed upon the use of any roadway and other rights of way not dedicated to the public located within a portion of Westchester governed by a Sub-Association as may be contained in any Sub-Declaration.

B. To the extent required by Section 500.21 of the Zoning Code of Palm Beach County, the Company hereby grants to each Member of a Sub-Association, and his guests, lessees, licensees, and invitees, as an appurtenance to the ownership of such Member's Unit, Lot, Tract, or Site, and subject to this Declaration, the Articles and By-Laws of the Master Association, and the rules and regulations promulgated by the Master Association and all Supplemental Declarations and Sub-Declarations that may hereafter be recorded in the Public Records of Palm Beach County, a perpetual nonexclusive easement for ingress and egress over, across, and through and for the use and enjoyment of all common areas, including greenbelts and lakes, located within those portions of the Properties maintained by his Sub-Association, such use and enjoyment to be shared in common with the other Members of such Sub-Association, their guests, lessees, licensees, and invitees, as well as the guests, lessees, and invitees of the Company.

Section 2. Utility Easement. The Company reserves to itself, its successors or assigns, a perpetual easement upon, over, under and across the Properties for the purpose of maintaining, installing, repairing, altering and operating sewer lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal systems, pipes, weirs, syphons, valves, gates, pipelines, cable television service, electronic security systems and all machinery and apparatus appurtenant to all of the foregoing as may be necessary or desirable for the installation and maintenance of utilities servicing all Owners of any of the Properties and servicing the common property, all such easements to be of a size, width and location as the Company, in its discretion,

deems best but selected in a location so as to not unreasonably interfere with the use of any improvements which are now, or will be, located upon the Properties. The provisions of this section shall not apply to any area of Westchester as to which an interior plat shall be recorded by a Developer; in lieu of the foregoing provisions of this section, the easements contained in any such plat shall be deemed to run in favor of the Company, its successors, and its assigns, as well as to those persons specifically identified in the grants of such easements appearing on such plat.

Section 3. Company's Easement. The Company hereby reserves to itself, its successors and assigns, a perpetual easement, privilege and right in and to, over, under, on and across the Common Property, Recreational Facilities (if any), roadways, lakes, canals, and other rights, of way, for ingress and egress as required to its officers, directors, employees, agents independent contractors, licensees and invitees in order to show said properties and facilities to prospective purchasers and other invited guests, post signs and maintain sales offices; provided, however, that the provisions of this sentence shall not apply to property which has been sold and conveyed to a Developer. Notwithstanding anything herein to the contrary, the Company further reserves unto itself, its successors and assigns, the exclusive right to operate in Westchester a cable television system and electronic security system ("Cable Right"), including all services and facilities related thereto, as well as a perpetual easement upon, over, under and across the designated easement areas of the Properties for the purpose of maintaining, installing, repairing, altering and operating said cable television service and electronic security system. The Cable Right and the easement ancillary thereto shall be subject to the following requirements: In the event that Developer obtains a certificate of use or occupancy for a Family Dwelling Unit which is then sold to a third person as a residence, said Developer may request the Company to commence the installation of a cable television system. Should the Company not commence the installation of a cable television system or cause same to be commenced by another cable operator within 90 days of the said Developer's request (subject to strikes, delays in processing of licensing or franchise applications, and any other matters beyond the Company's control, all of which shall extend said 90 day period), the said Developer or its designee may commence the installation of a cable television system within the area of Westchester being developed by said Developer (provided that the Family Dwelling Unit described in the previous sentence shall be located in such area) within 90 days and the Cable Right shall be deemed waived by the Company, but only for said area being developed by said Developer. In the event said Developer or its designee fails to commence installation of a cable television system within 90 days of the commencement of its right to do so hereunder, said Developer's right to do so shall be deemed waived and the Company's exclusive Cable Right shall be reinstated and shall not thereafter be deemed waived by the Company without the Company's written waiver thereof.

Section 4. Service Easement. The Company hereby grants to delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television, and other utilities authorized by the Company, its successors or assigns, to service the Properties, and to such other persons as the Company from time to time may designate, the nonexclusive, perpetual right of ingress and egress over and

across the common property, Recreational Facilities (if any), roadways, and other rights of way for the purposes of performing their authorized services and investigations. The provisions of this section shall be limited to the roadways and other rights of way, both public and private, shown on the plat of any area of Westchester which has been or shall be platted.

Section 5. Zero Lot Line Development. In the event that any property covered by this Declaration is zoned to permit construction on a "zero lot line" basis, and if and only if the ARC approves construction on said basis upon any property covered by this Declaration, each Owner of property upon which "zero lot line" construction has occurred shall have an easement over such adjacent properties as may reasonably be required for the proper maintenance of his property.

Section 6. Signage Easements. The Company hereby reserves to itself, its successors and assigns, and to the Master Association, a perpetual easement, privilege and right in and over, under, on and across a portion of the Common Property and all other common areas running adjacent to Jog Road, El Clair Ranch Road, Bagan Ranch Road, Military Trail, and the north and south perimeters of Westchester necessary for the purpose of erecting, maintaining, and repairing signage for Westchester, provided that such easement shall not extend into any area covered by any interior plat to be recorded by a Developer with respect to any of the Properties. The term "signage" as used in this section shall include but not be limited to signs, planter boxes, landscaping, fountains, and waterfalls.

Section 7. Extent of Easements. The rights and enjoyment of the easements created hereby shall be subject to the following:

A. The right of the Company or the Master Association, or any Sub-Association in accordance with its By-Laws, to borrow money from the Company or any other lender for the purpose of improving and/or maintaining the common property, and providing the services authorized herein and, in aid thereof, to mortgage said properties;

B. The right of the Master Association, subject to the notice provisions of its By-Laws, to suspend the rights and enjoyment of said easements of any Member or any tenant, guest, licensee or invitee of any Member for any period during which any assessment remains unpaid, and for any period, not to exceed sixty (60) days, for any infraction of its published rules and regulations, it being understood that any suspension for either non-payment of any assessment or breach of any rules and regulations of the Master Association shall not constitute a waiver or discharge of the Member's obligation to pay the assessment; provided, however, that the Master Association shall not suspend the right to use any roads belonging to the Master Association, subject, however, to the rules and regulations of the Master Association for such use, and provided further that the Master Association may not suspend any rights and easements reserved herein to the Company. All suspensions of rights hereunder shall be performed by the Master Association in accordance with its By-Laws;

C. The right of the Master Association to charge reasonable membership, admission, and other fees for the use of the Recreational Facilities, if constructed.

D. The Board of Directors of the Master Association shall have the power to place any reasonable restrictions upon the use of any roadways owned by the Master Association including, but not limited to, the maximum and minimum speeds of vehicles using said roads, maximum weight restrictions, all other necessary traffic and parking regulations, and the maximum noise levels of vehicles using said roads. The fact that such restrictions on the use of such roads shall be more restrictive than the laws of the state or any local government having jurisdiction over the Properties shall not make such restrictions unreasonable. The right of ingress and egress through such roadways shall not be impaired.

E. The right of the Master Association to give, dedicate or sell all or any part of the Common Property, roadways, or other rights of way to any public agency, authority, or utility for such purposes and subject to such conditions as may be determined by the Master Association, provided that no such gift or sale or determination of such purposes or conditions shall be effective unless the same shall be authorized by the affirmative vote of three-fourths (3/4) of the votes cast by the Voting Representatives and the Company at a duly called meeting of the Members of the Master Association, and unless written notice of the meeting and of the proposed action thereunder is sent at least thirty days prior to such meeting to every Member entitled hereunder to vote or his Voting Representative. A true copy of such resolution together with a certificate of the results of the vote taken thereon shall be made and acknowledged by the President or Vice-President and Secretary or Assistant Secretary of the Master Association and such certificate shall be annexed to any instrument of dedication or transfer affecting the said property, prior to the recording thereof. Such certificate shall be conclusive evidence of authorization by the Members.

F. Such reasonable rules and regulations for the use and enjoyment of the rights granted by the easements as may be promulgated by the Master Association from time to time.

Section 8. Further Restrictions. Nothing other than storm water may be discharged into any lake, canal, or other body of water located within or adjacent to the Properties. Any permanent device through which water is drawn from any lake, canal, or other body of water onto or within any of the Properties shall be subject to the prior written approval of the Architectural Review Committee as hereinbelow established.

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ARTICLE VII

ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. The Company covenants, and each Owner of any Residential Lot, Family Dwelling Unit, Multi-Family Tract, Commercial Site, or Commercial Unit shall by acceptance of a deed therefor, regardless of whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Master Association:

- (1) annual assessments, (2) special assessments, and
- (3) individual assessments, all fixed, established and collected from time to time as hereinafter provided. The annual, special and individual assessments, together with such interest thereon and costs of collection (including reasonable attorneys' fees) therefor shall be a charge and continuing lien as provided herein on the real property and improvements thereon of the Owner against whom each such assessment is made. Each such assessment, together with such interest thereon and cost of collection (including reasonable attorneys' fees), shall also be the personal obligation of the person who was the Owner of such real property at the time when the assessment first became due and payable. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common property or any Recreational Facility, or by the abandonment of the property against which the assessment was made. In the case of co-ownership of any Property subject to assessment, all of such co-Owners shall be jointly and severally liable for the entire amount of the assessment.

Section 2. Purpose of Annual Assessments. The annual assessments levied by the Master Association shall be used exclusively for the improvement, maintenance, enhancement, and operation of the property described in Article IV, Sections 1 and 2, and to provide services which the Master Association is authorized or required to provide. The Master Association may establish reserve funds to be held in reserve in an interest bearing account or investments as a reserve for (a) major rehabilitation or major repairs, and (b) for emergency and other repairs required as a result of storm, fire, natural disaster, or other casualty loss.

Section 3. Initial Period. There shall be no annual or special assessments prior to December 31, 1983, or until a date determined by the board of directors, whichever is later. The board of directors shall give notice of the initial budget and commencement of assessments at least 90 days before the first quarterly installment becomes due.

After the date established in the immediately preceding sentence, annual assessments shall be levied and determined in accordance with Sections 4 and 6 of this Article VII.

Section 4. Annual Budget of General Expenses. The Master Association shall prepare an annual budget not less than thirty (30) days in advance of the commencement of each fiscal year which shall project the estimated total expenditures for the services set forth in Section 2 above for the forthcoming year. Recreational Expenses may only be included in the budget to the extent they relate to Recreational Facilities owned and/or leased by the Master Association and open to all Owners. No Recreational Expenses relating to any Recreational Facility operated on a membership basis shall be contained in the

budget; provided, however, that nothing contained herein shall prohibit the Master Association from charging a reasonable fee for the use of any Recreational Facility or from permitting the general public to use same upon payment of such a fee if it is deemed in the best interest of Westchester. The Master Association shall, at the same time as it prepares the annual budget, prepare a schedule which sets forth the amount of the annual assessment for each Owner.

Section 5. Types of Property. Only for purposes of this Article VII and Article X, Section 10, all real property of Owners shall be classified into two groups:

A. Group 1. Group 1 property shall consist of all Units and any other portion of the Properties which either has been or shall be developed pursuant to the Development Plan into a single Unit.

B. Group 2. Group 2 property shall consist of all Tracts, Sites, and other portions of the properties which either have been or shall be developed into more than one Unit or other form of parcel of property pursuant to the Development Plan.

Section 6. Proportion and Amount of Annual Assessments. Annual assessments for Group 1 and Group 2 property Owners whose properties are not covered by a Sub-Association shall be determined as follows:

A. Each Group 1 property Owner shall pay an annual assessment equal to the sum of his proportionate share of the annual budget. The said proportionate share for each Group 1 property Owner shall be determined by multiplying the total sum required by the annual budget to be raised by assessment by a fraction, the denominator of which shall be the total number of all Group 1 properties and all of projected units for Group 2 properties as provided in Paragraph B of this section, and the numerator of which is the number of Group 1 properties owned by him.

B. Each Group 2 property Owner shall pay an annual assessment equal to the sum of his proportionate share of the annual budget. The said proportionate share for each Group 2 property Owner shall be determined by multiplying the total sum required by the annual budget to be raised by assessment by a fraction, the denominator of which shall be the same as provided in Paragraph A of this section, and the numerator of which is the projected number of units which shall be constructed for the particular Group 2 property pursuant to the Development Plan. Both the total number of projected units for all Group 2 properties and the number of projected units for any particular Group 2 property shall be determined by the ARC, and the determinations of the ARC, as the case may be, in this regard shall be final and conclusive.

C. Notwithstanding anything to the contrary stated in this Declaration, no Owner may be assessed for any Recreational Expense for any Recreational Facility which is operated on a membership basis, that is, only open to dues paying voluntary members,

which shall be paid out of the membership fees and admissions fees charged for the voluntary use of the such Recreational Facilities, if any.

Annual assessments with respect to all property covered by a Sub-Association shall be determined as follows:

D. The Master Association shall not deal directly with each Unit included within the jurisdiction of the Sub-Association except as provided in Section 12 of this Article, or except as may become necessary under Section 14 of Article IX of this Declaration, but shall deal with the Sub-Association through its officers.

E. Each Sub-Association shall be liable to the Master Association for collection and remittance of the entire amount of the aggregate monthly installment due with respect to all of the Units owned by all of said Sub-Association's members and for the aggregate amount of any special assessment due with respect to all of the Units owned by all of said Sub-Association's members. Said Sub-Association shall budget and collect said Annual Assessment and Special Assessments as common expenses of the Sub-Association, which shall be collected from each of the Sub-Association's members as provided in the Sub-Declaration applicable to the said Sub-Association for common expenses of the said Sub-Association.

The following applies to all properties of Westchester:

F. If the Company amends or modifies the Development Plan, including but not limited to adding or deleting property, increasing or decreasing density of projected units, or altering the relative densities of portions of the Westchester, or if the number of Units to be constructed in any area of the properties is changed by any Developer, the proportionate shares of the annual budget (or any special assessments) each of the Owners may be affected. No Owner shall have any right to object to any such amendment or modification of the Development Plan on the basis that same would affect his proportionate share of the annual budget or any special assessment) and the decisions of the Company in this regard shall be final, conclusive, and unreviewable.

Section 7. Purpose of Special Assessments. To the extent that annual assessments are insufficient to fund the services which the Master Association is authorized or required to provide, the Master Association may levy a special assessment to cover the cost thereof.

Section 8. Proportion and Amount of Special Assessments. Special assessments for Group 1 and Group 2 property Owners shall be determined by the same proportionate shares provided herein for annual assessments. The total amount of special assessments, in any one year, may not exceed a sum equal to the amount of annual assessment for such year, except in the case of emergency and other repairs required as a result of storm, fire, natural disaster, or other casualty loss. This provision shall be interpreted to mean that the Master Association may make in any one year an annual assessment as set forth in Section 6 of this Article plus an

additional special assessment, which additional assessment being considered alone, may not exceed the annual assessment.

Section 9. Individual Assessments. Each Owner of a Family Dwelling Unit, Residential Lot, Multi-Family Tract, Commercial Site, or Commercial Unit is required to maintain his property, whether improved or unimproved, in a state of good repair at all times, which shall include, but shall not be limited to, periodic painting (or other appropriate refinishing) of all structures requiring same and the maintenance of the lawns, shrubbery and trees in a well-groomed and trim condition, and if unimproved, in an orderly and uncluttered condition. Such Owners are further required to maintain their property in accordance with any other covenants, conditions and restrictions, Supplemental Declarations and Sub-Declarations to which their deeds or other instruments of conveyance make reference. In the event of the failure of such Owner(s) to maintain their property as required herein, the Master Association, after first giving thirty (30) days' notice to such Owners and an opportunity to appear before the Board of Directors of the Master Association, may take such steps as are necessary to remedy any defective and/or unsightly conditions or comply with requirements imposed herein, or the Master Association may require the applicable Sub-Association to do so, and such Owner(s) of said property shall be assessed for the expense of same. Entry upon such Owners' Property for such purpose shall not constitute a trespass. Assessments may also be levied against such Owners for any damage to Common Property, Residential Common Property, Commercial Common Property, or Recreational Facilities which may be caused by such Owners, their families, lessees, guests or invitees.

Section 10. Quarterly Payment of Annual Assessments. Annual assessments shall be paid in advance in quarterly installments due on the first day of each calendar quarter or as otherwise established by the Master Association commencing with the date stated in Section 3 of this Article, and shall be deemed delinquent if not received by the Master Association on or before the tenth day after they become due. The due date and grace period of any special assessment under Section 7 hereof shall be fixed in the resolution authorizing such assessment.

Section 11. Duties of the Board of Directors. The Board of Directors of the Master Association shall prepare an annual budget and fix the amount of the assessment against each of the properties and Sub-Associations as provided hereinabove for each assessment period and shall, at that time, prepare a roster of the properties, Sub-Associations, and assessments applicable thereto which shall be kept in the office of the Master Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to each Sub-Association and every Owner, if any, who directly pays his own assessments as provided in Article X, Section 5 of this Declaration. The Master Association shall upon demand at any time furnish to any Sub-Association or Owner who pays assessments directly a certificate in writing signed by an officer of the Master Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. The Master Association may charge a reasonable fee for this certificate if requested more than twice per year by the same Sub-Association or Owner.

Section 12. Effect of Non-Payment of Assessment Lien. If any assessment is not paid on or before the past-due date

specified in Section 10 of this Article VII, then such assessment shall become delinquent and shall, together with interest thereon at the maximum rate allowed under law from the due date and the cost of collection (including reasonable attorneys' fees) thereof as hereinafter provided, thereupon become a charge and continuing lien on the land and all improvements thereon as provided below, against which each such assessment is made. The Board of Directors shall have the authority to waive (either on a case by case basis or prospectively) small amounts of interest which may become due under this section in order to save bookkeeping costs if the Board finds it in the best interest of the Master Association to do so. Assessments shall be personal obligations against the following:

A. Each Owner of property not covered by a Sub-Association (either a Developer who has not yet established a Sub-Association or the Owner of a Commercial Unit which is not covered by a Sub-Association) shall be personally liable for all assessments made against his property, which liability will survive even after he has transferred title to the property subject to the assessment. Each person acquiring such property shall become personally liable for all unpaid assessments against such property.

B. Each Sub-Association shall be liable for the aggregate assessment against all of the properties covered by said Sub-Association.

C. Each member of a Sub-Association shall be severally liable for his pro rata share of any assessment against his Sub-Association. Any member of a Sub-Association may discharge his liability provided in this paragraph by paying his pro rata share of the assessment directly to the Master Association. The provisions of this paragraph shall not apply unless and until any assessment against a Sub-Association becomes delinquent and the Master Association opts to enforce same against the Sub-Associations members. The term "pro rata share," for purposes of this section only, means the pro rata share of any assessment according to the Sub-Declaration applicable to the applicable property.

The lands and improvements which are subject to lien for delinquent assessments are:

D. The lands and improvements subject to any assessment which are not covered by a Sub-Association (that is, property owned by a Developer who has not yet established a Sub-Association or the Owner of a Commercial Unit which is not covered by a Sub-Association) are subject to lien for delinquent assessments made against such lands and improvements.

E. All of the lands and improvements owned by or dedicated to the use of a Sub-Association, including its own recreational facilities and common areas, are subject to lien for delinquent assessments owned by the Sub-Association to the Master Association (both annual and special assessments for the Sites, Lots, Tracts, and Units covered by said Sub-Association, and individual assessments against the

Sub-Association for work performed by the Master Association because the Sub-Association was not fulfilling its maintenance responsibilities).

F. The individual properties owned by the members of a Sub-Association which is delinquent in paying assessments shall be subject to lien, and may be released from such lien, to the extent provided in paragraph C of this section.

G. The individual properties belonging to any Owner shall be subject to lien for failure to pay any individual assessments against such properties.

Said liens shall be evidenced by a claim of lien filed among the Public Records of Palm Beach County, Florida, and shall be effective from and as of the time of recording; such lien shall be subordinate to the lien of any mortgage or other liens recorded prior to the time of the recording of the claim of lien by the Master Association, but shall be superior to all the rights of all persons arising under conveyances, mortgages, and other liens occurring after recording of such lien.

Section 13. Remedies. If any assessment is not paid prior to becoming delinquent or the expiration or any applicable grace period, or within thirty (30) days, if there is no applicable grace period or delinquency date, the Master Association may bring an action at law against any person personally obligated to pay the same or an action in equity to foreclose the lien against the subject property, which foreclosure shall be prosecuted as is provided by law in cases of mortgage foreclosures. The Master Association may bid at any sale held pursuant to such a foreclosure and apply as a cash credit against its bid all sums due the Master Association covered by the lien being enforced. The Board of Directors may settle and compromise said lien if it is in the best interests of the Master Association. In any civil action brought hereunder, the Master Association shall be entitled to judgment for interest, costs, and reasonable attorneys' fees as provided in this Declaration if it is the prevailing party.

Section 14. Subordination of the Lien to Mortgages. Where a person obtains title to property as a result of foreclosure of a first mortgage or where the holder of a first mortgage accepts a deed in lieu of foreclosure of its first mortgage of record, such acquirer of title and his heirs, successors or assigns, shall not be liable for the lien of any assessment pertaining to the property so acquired which became due prior to the acquisition of title as a result of foreclosure or the acceptance of such deed in lieu of foreclosure, and said property shall be free of any lien for such assessment; provided, however, that the extinguishment of the lien against the property for such assessments provided herein shall not relieve the original Owner from his personal liability to the Master Association for such unpaid assessments. Any assessment not collected because of the foregoing provisions or otherwise found by the Board of Directors to be uncollectable shall be collectable as additional common expenses from all Members subject to the same type of assessment, or the case of an uncollectable assessment made against property located in an area governed by a Sub-Association, from all Members belonging to said Sub-Association.

Section 15. Exempt Property. The following property and persons shall be exempted from assessments under this Declaration and liens therefor:

A. Any portion of the Properties used exclusively for the purpose of utility easements or dedicated public roadways; and

B. All Common Property.

Section 16. Annual Statements. As soon as practical after the close of the fiscal year of the Master Association, the Master Association shall cause a financial statement to be prepared by independent certified public accountants showing the actual assets and liabilities of the Master Association at the close of such fiscal year, and a statement of revenues, costs and expenses. Such financial statements shall be available for inspection by the Sub-Associations. The Master Association shall furnish to each Member of the Master Association, and any holder, insurer, or guarantor of any first mortgage encumbering any of the Properties, at the offices of the Master Association.

Section 17. Company's Exemption. The Company shall be entitled to an exemption from the payment of Annual Assessments and Special Assessments for such period as the Company elects to pay the shortfall of the total budget and expenses of the Master Association and all expenses for which said Special Assessments are made from the amount of revenue raised by Annual Assessments and Special Assessments against all other Members. This election shall be deemed in effect from the creation of the Master Association until the Company notifies the Master Association of its waiver of the provisions of this section, after which the Company shall be responsible for all Annual Assessments and Special Assessments made against its property within Westchester. The provisions of this section shall apply to the Company and any successor or assign of the Company which becomes the Class "B" member of the Master Association.

ARTICLE VIII

ARCHITECTURAL AND DEVELOPMENTAL CONTROL

Section 1. Architectural Review Committee. There is hereby established an Architectural Review Committee ("ARC") whose duties, powers and responsibilities shall be as hereinafter set forth:

A. Initially, the ARC shall consist of three (3) persons designated by the Company, who shall hold office at the pleasure of the Company. The Company shall determine which member of the ARC shall serve as its chairman. At such time as Company no longer owns any property within Westchester or earlier as Company may decide, the Company shall assign to the Master Association the rights, powers, duties and obligations of the ARC, whereupon the Board of Directors of the Master Association shall appoint the members of the ARC, shall provide for the terms of the members of the ARC, and determine which member of the ARC shall serve as its chairman.

B. The ARC shall have the right of specific approval or veto of all architectural and landscaping aspects of any improvement or development of individual units or buildings as well as the general

plan for development of any individual lot or subdivision, tract or parcel of land within Westchester; provided, further, that the ARC may, in its sole discretion, impose standards on said architectural and landscaping aspects and said general plan for development, which standards are greater or more stringent than standards prescribed in applicable building, zoning or other local governmental codes.

C. No building, sign, outside lighting, fence, hedge, wall, walk, dock, or other structure or planting shall be constructed, erected, removed, planted or maintained, nor shall any addition to or any change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the ARC. As part of the application process, two (2) complete sets of plans and specifications prepared by an architect, landscape architect, engineer, or other person found to be qualified by the ARC shall be submitted for approval by written application on such form as may be provided or required by the ARC.

D. In the event the information submitted to the ARC is, in its opinion, incomplete or insufficient in any manner, it may request and require the submission of additional or supplemental information.

E. The ARC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in its sole discretion, for aesthetic or any other reasons, provided such approval is not unreasonably withheld. In approving or disapproving such plans and applications, the ARC shall consider the suitability of the proposed building, improvements, structure or landscaping and materials of which the same are to be built, the site upon which it is proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property.

F. Unless specifically excepted by the ARC, all improvements for which approval of the ARC is required under this Declaration shall be completed within a reasonable time from the date of commencement of said improvements or within the time set by the ARC in the event that the approval is so conditioned.

G. In the event the ARC shall fail to approve or disapprove any plans and specifications submitted in final and complete form, within thirty (30) days after written request for approval or disapproval is delivered to the ARC by the Owner or the Owner's agent or attorney, then such approval of the ARC shall not be required, and the Owner or the Owner's agent or attorney may record an affidavit in the Public Records stating that the required notice was given and no objection was made by the ARC, which affidavit shall constitute prima facie evidence of the facts stated therein; provided, however, that no

building or other structure shall be erected or shall be allowed to remain if built in violation of this Declaration or which violates any of the covenants, conditions or restrictions contained in this Declaration or any Sub-Declaration, or which violates any zoning or building ordinance or regulation.

H. There is specifically reserved unto the ARC, the right of entry and inspection upon any of the Properties for the purpose of determination by the ARC whether there exists any construction of any improvement which violates the terms of any approval by the ARC or the terms of this Declaration, or any Supplemental Declaration or of any Sub-Declaration or of any other covenants, conditions, and restrictions to which its deed or other instrument of conveyance makes reference. Such inspection shall be preceded by reasonable notice to the Owner of the property to be inspected, except for inspections of the exterior of improvements and of unenclosed land. The ARC is specifically empowered, acting in the name of the Master Association, to enforce the provisions of this Declaration and all Supplemental Declarations and Sub-Declarations by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed improvement, or to remove any unapproved improvements, the Master Association shall be entitled to recovery of all court costs, expenses and reasonable attorneys' fees in connection therewith. The Master Association shall indemnify and hold harmless the ARC and each of its members from all costs, expenses and liabilities including attorneys' fees incurred by virtue of any member of the ARC's service as a member of the ARC. All costs expenses, and attorneys' fees of the ARC, including those incurred in connection with its enforcement or powers as provided herein, shall be borne by the Master Association; provided, however, that nothing provided herein shall be deemed to negate the Master Association's right to an award of its and the ARC's reasonable attorneys' fees and costs if it is the prevailing party in any administrative or judicial proceeding. Any or all of the foregoing functions may be delegated by the Master Association to the Sub-Associations.

I. The ARC is empowered to publish or modify from time to time, design and development standards for Westchester.

J. Wherever the written consent of the ARC shall be required, the chairman of the ARC shall be authorized to execute and acknowledge instruments manifesting said consent, after approval by the ARC.

K. A specific improvement, once approved by the Company or the ARC, may remain in place notwithstanding the adoption of contrary standards later.

L. The ARC may delagate any of its functions and powers to a Sub-Association or Sub-ARC which enacts and enforces architectural review standards as stringent as set forth herein.

Section 2. Approval of Supplemental Declarations and Sub-Declarations. No Supplemental Declaration or Sub-Declaration may be recorded in the Public Records of Palm Beach County by any person, nor shall same have any legal or equitable affect or validity, nor shall any Sub-Association be created, unless it has been approved as provided in this section. Such approval shall be evidenced by the affixing of a certificate of approval or consent executed by the holder of the right of approval as provided below to the Supplemental Declaration or the Sub-Declaration and the recording of said certificate with the Supplemental Declaration or Sub-Declaration in the Public Records of Palm Beach County.

A. The right of approval provided in this section shall be held by the Company for as long as the Company owns any portion of the Properties or until the Company surrenders its right of approval to the Master Association. Thereafter, the Master Association, acting by and through the ARC, shall hold the said right of approval.

B. No person may attempt to avoid the requirement of approval set forth in this section by including "deed restrictions" or conditions in any deed or instrument of conveyance of the Properties and all such attempted restrictions and conditions, unless approved as herein provided, are hereby declared null and void.

C. The purpose of the provisions of this section is to ensure that the Properties are developed through a uniform plan of development. The provisions of this section shall apply to all persons owning any of the Properties, including but not limited to developers and builders acquiring title from the Company.

D. Any Supplemental Declaration or Sub-Declaration executed by the Company shall be deemed approved as provided herein without the necessity of any separate certificate of approval.

E. The issuance of its approval or consent to the recording of any Supplemental Declaration or Sub-Declaration shall not deem the Company, the ARC or the Master Association to be the developer of the property encumbered thereby, and the Company, ARC, and the Master Association shall incur no liability to any person for their issuance of withholding of approval or consent to the recording of any Supplemental Declaration.

F. No improvements shall be commenced on any portion of the Properties by any Developer until the Sub-Declaration, and articles of incorporation and by-laws of the Sub-Association for said portion of the Properties shall have been approved as provided in this section.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Master Association, the Company, any Sub-Association and any Owner, their respective legal representatives, heirs, successors, and assigns from the date this Declaration is recorded until this Declaration is terminated as hereinafter provided. This Declaration may be terminated only by the following procedure:

A. Termination shall be determined at a meeting of the Members after giving of written notice that termination will be considered to each Member at least forty-five (45) days in advance of said meeting.

B. Three-fourths (3/4) of the Members present and voting of each of the two classes of members must vote in favor of termination.

C. Institutional Mortgagees having first mortgages encumbering at least three-fourths (3/4) of all properties as to which there are voting rights must consent in recordable written instruments to the termination.

D. No termination may be effective prior to December 31, 1999, without the consent of the Company.

In the event that the Master Association votes to terminate this Declaration, the President and Secretary of the Master Association shall execute a certificate which shall set forth the resolution of termination adopted by the Master Association, the date of the meeting of the Master Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of the Master Association, the total number of votes required to constitute a quorum at a meeting of the Master Association, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate, all the consents of all mortgagees shall be recorded in the Official Real Estate Records for Palm Beach County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Section 2. Amendments by Members. This Declaration may be amended at any time by the Master Association provided that three-fourths (3/4) of the votes cast by the Members (voting as always through their Voting Representatives) present at a duly called and held meeting of the Master Association vote in favor of the proposed amendment; provided, however, that if the affirmative vote required for approval of action under the specific provision to be amended, is a higher or lower percentage, then such higher or lower percentage shall be required to approve amendment of that provision. Notice shall be given at least forty-five (45) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by

the Members as set forth above the President and Secretary of the Master Association shall execute an Amendment to this Declaration which shall set forth the amendment, the effective date of the amendment which in no event shall be less than sixty (60) days after the date of recording the amendment, the date of the meeting of the Master Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Master Association, the total number of votes required to constitute a quorum at a meeting of the Master Association, the number of votes necessary to adopt the amendment, the total number of votes cast for the amendment, and the total number of votes cast against the amendment. Such amendment shall be recorded in the Official Records for Palm Beach County, Florida. No such amendment shall have the effect of causing the reversal of any previous approval or another decision made by the Master Association or the Company.

Section 3. Amendments by Company. The Company may amend this Declaration at any time that it shall be in control of the Master Association without the consent of the Members. No such amendment shall have the effect of causing the reversal of any previous approval or another decision made by the Master Association or the Company. No such amendment shall impair vested, substantial rights of Owners.

Section 4. Quorum. Quorum requirements in the Articles of Incorporation to the contrary notwithstanding, the first time any meeting of the Members of the Master Association is called to take action under Section 2 of this Article X with respect to any particular proposed amendment of this Declaration, the presence at the meeting of the Members or proxies entitled to cast sixty (60%) per cent of the total vote of the Members shall constitute a quorum. If the required quorum is not forthcoming at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such subsequent meeting shall be the presence of the Members or proxies entitled to cast fifty (50%) per cent of the total vote of the Master Association.

Section 5. Notices. Any notice required to be sent to any Member or Owner under the provisions of the Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed, to the last known address of the person or entity who appears as Owner in the Public Records of Palm Beach County, Florida, as said address appears on the records of the Master Association. Notice to one of two or more co-owners of a Residential Lot, Family Dwelling Unit, Multi-Family Tract, Commercial Site, or Commercial Unit, shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the Secretary of the Master Association in writing of any change of address. Any person who becomes an Owner and Member following the first day in the calendar month in which said notice is mailed shall be deemed to have been given notice, if said notice was given to his predecessor in title. In the event notice of change of ownership of the property of any Member is not furnished to the Master Association as provided in Section 3 of Article III hereof, any notice sent by the Master Association to the Owner last known to the Master Association shall be deemed proper notice under this section. Notice of meetings, proposed assessments, and all matters except proposed individual assessments or sanctions against particular properties or Owners shall be given only to the Voting Representatives and not to the general membership.

Section 6. Enforcement. Enforcement of these covenants, conditions and restrictions shall be by any proceeding at law or in equity and may be instituted by the Company, its successors or assigns, the Master Association, its successors or assigns, any Sub-Association, or any Owner against any person or persons violating or attempting to violate or circumvent any covenant, condition, or restriction, either to restrain violation or to recover damages, and against the land and to enforce any lien created by these covenants; and failure by the Master Association, any Sub-Association, any Owner, or the Company to enforce any covenant, condition, or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter. In any proceeding for the enforcement or to determine the construction of any of the provisions hereof, the prevailing party shall be entitled to an award of costs and reasonable attorneys' fees; provided, however, that no award of costs and reasonable attorneys' fees shall ever be entered against the Company.

Section 7. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Master Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, tenants, or employees to comply with any covenant, restriction, rule, or regulation contained herein or promulgated pursuant to this Declaration, or any applicable Sub-Declaration or Supplemental Declaration, provided the following procedures are adhered to:

(a) Notice: The Master Association shall notify the Owner of the infraction or infractions. Included in the notice shall be the date and time of the next Board of Directors meeting at which time the Owner may present reasons why penalty(ies) should not be imposed.

(b) Hearing: Evidence of noncompliance shall be presented to the Board of Directors after which the Board of Directors shall hear evidence and reasons why penalties should not be imposed if offered by the Owner. A written decision of the Board of Directors shall be submitted to the Owner by not later than twenty-one (21) days after the Board of Directors' meeting.

(c) Penalties: The Board of Directors may impose individual assessments as fines against the property owned by the Owner as follows:

(1) First noncompliance or violation: a fine not in excess of Fifty Dollars (\$50.00).

(2) Second noncompliance or violation of the same general character: a fine not in excess of One Hundred Dollars (\$100.00).

(3) Third and subsequent noncompliance of the same general character, or violation or violations that are of a continuing nature: a fine not in excess of Two Hundred Fifty Dollars (\$250.00).

(d) Payment of Penalties: Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of the penalties.

(e) Collection of Fines: Fines shall be treated as an individual assessment otherwise due to the Master Association.

(f) Application of Penalties: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Nonexclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Master Association or the Sub-Associations may be otherwise legally entitled; however, any penalty paid by the offending Owner shall be deducted from or offset against any damages that the Master Association or Sub-Associations may otherwise be entitled to recover by law from such Owner.

Section 8. Severability. Should any covenant, condition or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 9. Interpretation. In the event of any dispute, other than collection of assessments and fines, regarding the provisions of this Master Declaration or the By-Laws, each party in the dispute shall choose one arbitrator, those arbitrators shall choose one additional arbitrator, and the decision of a majority of the three arbitrators thus chosen shall be final. If a dispute cannot be resolved in this way, the dispute shall be submitted to arbitration before the American Arbitration Association. Any arbitration shall take place within Palm Beach County, Florida. In all cases, the provisions of this Declaration of Covenants, Conditions, and Restrictions shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements.

Section 10. Termination of Declaration. Should this Declaration be terminated as provided for herein, all Common Property and Recreational Facilities owned or held by the Master Association at such time shall be transferred to a trustee appointed by the Circuit Court of Palm Beach County, Florida, which trustee shall sell the Common Property and Recreational Facilities free and clear of the limitations imposed hereby upon terms established by the Circuit Court of Palm Beach County, Florida. The proceeds of such a sale shall first be used for the payment of any debts of obligations constituting a lien on the Common Property or Recreational Facilities, then for the payment of any obligations incurred by the trustee in the operation, maintenance, repair and upkeep of the Common Property or Recreational Facilities. The excess of proceeds, if any, from Common Property and Recreational Facilities shall be distributed among property Owners in a proportion which is equal to the proportionate share of such Owners in the annual budget, with the proceeds of any Recreational Facilities only being distributed among non-commercial property Owners; provided, however, that where the portion of the Properties owned by any Owner is encumbered by a mortgage, the distribution attributable to said portion of

the Properties shall be applied as provided in said mortgage either as specifically provided therein or as provided in cases of condemnation awards.

Section 11. Construction of Terms. Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

Section 12. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform development plan for the operation of the Properties.

Section 13. Dissolution of Master Association. The Master Association may not be dissolved prior to the termination of this Declaration as heretofore provided. In the event the Master Association is involuntarily terminated for failure to comply with the requirements of Chapters 607 and 617, Florida Statutes (1981), or otherwise:

A. The last directors as surviving trustees shall forthwith take such steps as may be necessary to immediately reinstate the Master Association's corporate status, and until such corporate status is reinstated,

B. The last directors as surviving trustees shall continue the activities of the Master Association, and

C. Each of the Members of the Master Association shall be responsible for the proper performance of the mandatory functions of the Master Association as specified in Article IV, Section 1 of this Declaration.

Section 14. Failure of Sub-Associations to Fulfill Responsibilities. If at any time it appears to the board of directors of the Master Association that any Sub-Association is not properly fulfilling its responsibilities hereunder and under its Sub-Declaration, to the extent that the appearance, first-class residential standards, health, or safety of Westchester is jeopardized, or if any Sub-Association is delinquent in the payment of any assessment to the Master Associations, the board of directors may, after at least 15 days written notice to the said Sub-Association and furnishing the officers of the said Sub-Association an opportunity to be heard, assume such portion of the rights and responsibilities (including assessment and lien rights) of said Sub-Association as it is not fulfilling until the officers of said Sub-Association demonstrate to the reasonable satisfaction of the board of directors of the Master Association that the Sub-Association will properly exercise its responsibilities. All reasonable expenses incurred by the Master Association in the exercise of its powers under this section, including but not limited to reasonable attorneys' fees (whether suit is brought or not), accountants' fees, and professional management fees (the Master Association is hereby empowered to place the affairs of any Sub-Association subjected to the provisions of this section in the hands of professional management agents), shall be paid by said Sub-Association as a common expense.

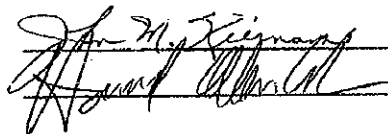
Section 15. Change in Density by Developers. Whenever reference is made in this Declaration to the number of

Units projected by the Development Plan for the various areas of the Properties, including but limited to the provisions relating to voting and assessments, such projected number of Units as stated in the Development Plan, as same may be amended from time to time by the Company, are only the maximum number of Units projected for such areas and the actual number of Units constructed may be less, as determined by the Developer of each such area (subject to the approval of the Company; which shall not reasonably be refused). Until the recording in the Public Records of a plat or the issuance of approval of a final development plan by applicable governmental authorities establishing that less than the number of Units projected by the Development Plan are to be constructed, the number of Units projected by the Development Plan for each area shall be utilized for all purposes. After approval of a final development plan or recording of a plat establishing that different number of Units are to be constructed, said different number of Units shall be utilized for all purposes under this Declaration. The determination of the A.R.C. as to the number of Units to be constructed shall be final.

IN WITNESS WHEREOF, the Company has caused this Declaration to be executed in its name as of the 30th day of June, 1983.

Signed, sealed and delivered
in the presence of:

CARMA DEVELOPERS (FLORIDA)
INC., a Florida corporation



By:


Gary Williams, as
General Manager

(corporate seal)

STATE OF FLORIDA)
)
COUNTY OF DADE)

I HEREBY CERTIFY that on 15th day of July, 1983, before me, an officer duly qualified to take acknowledgements, personally appeared Gary Williams, as General Manager of CARMA DEVELOPERS (FLORIDA), INC., a Florida corporation, who subscribed to the foregoing instrument and acknowledged before me that he executed the same on behalf of said corporation.


Notary Public-State of Florida

My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA IN LARSEN
MY COMMISSION EXPIRES JAN 22 1984

E X H I B I T "A"

The Northwest one-quarter of Section 2, Township 46 South, Range 42 East.

The North one-half of the Northeast one-quarter of the Northeast one-quarter of Section 2, Township 46 South, Range 42 East.

The South 120 feet of the North 160 feet of the following described parcels:

The NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$
The NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$
The NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$

All in Section 2, Township 46 South, Range 42 East

The North one-half of Section 3, Township 46 South, Range 42 East.

Tracts 1 through 8, 25 through 40, 57 through 64, all inclusive, Block 64, Palm Beach Farms Co. Plat No. 3, according to the Plat thereof as recorded in Plat Book 2, pages 45 through 54 inclusive.

All in Palm Beach County, Florida.

Excepting the rights of way for Lake Worth Drainage District lateral and equilizing canals.

Also, excepting the right of way for Military Trail (S.R. No. 809).

Also, excepting the following described parcel of land:

Parcel "A"

The East one-half of the Northeast one-quarter of the Southeast one-quarter of the Northwest one-quarter of Section 2, Township 45 South, Range 42 East, Palm Beach County, Florida.

83996 P0339

E X H I B I T "B"

to

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF WESTCHESTER

The real property which comprises the Golf Course shall

be:

- a. Those tracts of land described in Pipers Glen Plat No.1 (P.U.D) as recorded in Plat Book 43 at page 97 of the Public Records of Palm Beach County, Florida, as Recreation Tracts 1 - 3, inclusive, and Tract G; and
- b. Those portions of the remainder of the P.U.D. not subject to the said Pipers Glen Plat No. 1 (P.U.D) and which upon the recording of one or more plats encumbering said property, are described as Recreation Tracts to be reserved unto the Company as common open space tracts for the construction and maintenance of a golf course.

B3996 P0340

RECORD VERIFIED
PALM BEACH COUNTY, FLA
JOHN B. DUNKLE
CLERK CIRCUIT COURT

This instrument prepared by or under the supervision of
(and after recording should be returned to):

Name: John T. Metzger, Esquire
Address: Greenberg, Traurig, Hoffman, Lipoff, Rosen & Quentel, P.A.
777 South Flagler Drive, Suite 310 East
West Palm Beach, Florida 33401

MAR-27-1995 4:04PM 95-093381
OKB 8674 Pg 1385
11 22 11 11 11 11 11 11 11 11

211 East Box #42

(Space Reserved for Clerk of Court)

SUPPLEMENTAL DECLARATION AND AMENDMENT

THIS SUPPLEMENTAL DECLARATION AND AMENDMENT is made as of the 18 day of July, 1994, by CAP TEMP, INC., a Florida corporation (the "Declarant").

WITNESSETH:

A. The Declarant, as successor to Delray, Incorporated, is the "Company" under that certain Declaration of Covenants, Conditions, and Restrictions of Westchester, recorded July 21, 1983, in Official Records Book 3996, Page 300, of the Public Records of Palm Beach County, Florida (as amended and supplemented from time to time, the "Declaration") by virtue of (i) that certain Collateral Assignment of Developer's Rights under Declaration and Homeowner's Association Documents dated December 29, 1987, and recorded in O.R. Book 5532, at Page 48 of the Public Records of Palm Beach County, Florida, and (ii) that certain Summary Final Judgment dated June 1, 1992, and entered in Case No. CL-91-10159-AN in the Circuit Court of the Fifteenth Judicial Circuit of Florida in and for Palm Beach County, Florida. Unless otherwise defined herein, all initial capitalized terms used in this Supplemental Declaration and Amendment shall have the same definition and meaning given to such word or words in the Declaration.

B. Declarant presently controls Westchester Community Master Association, Inc., a Florida not for profit corporation (the "Master Association"), as well as the ARC.

C. Article VIII, Section 2 of the Declaration provides that the Company may supplement the Declaration without the consent of any other party. Article IX, Section 3, of the Declaration provides that the Company may amend the Declaration without the consent of any other party.

D. Declarant now desires to make this Supplemental Declaration and Amendment in the manner set forth below.

NOW, THEREFORE, in consideration of Declarant's authority under the Declaration as hereinabove set forth, the Declaration is hereby amended and supplemented as follows:

1. Article I, Section 1 of the Declaration is hereby amended by adding the following thereto at the end thereof:

EE. "Limited Common Areas" shall mean a portion of the Common Areas which is set aside by appropriate Supplemental Declaration for the exclusive use and enjoyment of the Owners and occupants of certain portions of WESTCHESTER to the exclusion of others. Unless otherwise specifically provided herein or unless the context clearly otherwise requires, references to "Common Areas" shall include "Limited Common Areas".

2. Article IV, Section 1 of the Declaration is hereby amended by adding the following thereto at the end thereof:

Notwithstanding anything herein contained to the contrary, all or any portion of the maintenance, operation, regulation, repair and improvement obligations with respect to any Limited Common Areas may be vested in and limited to such permitted users of the Limited Common Areas (as opposed to the Master Association), if so set forth in a Supplemental Declaration.

3. Article VII, Section 6 of the Declaration is hereby amended by adding the following thereto at the end thereof:

Notwithstanding anything herein contained to the contrary, the costs and expenses of operating, administering and/or maintaining Limited Common Areas ("Limited Common Expenses") shall be assessed and levied by the Master Association only against those portions of WESTCHESTER entitled to the exclusive use of such Limited Common Areas. All such Limited Common Expenses shall be assessed against the permitted users of the corresponding Limited Common Areas equally, unless otherwise provided in the applicable Supplemental Declaration creating the Limited Common Areas.

4. Article VIII of the Declaration is hereby amended by adding the following thereto at the end thereof:

Section 3. Assignment of Architectural and Developmental Control. To the extent that any Sub-Declaration hereafter affecting any portion of the Properties provides a Sub-Association with architectural review functions, then the rights of the ARC, solely as such rights affect the portion of the Properties subject to the Sub-Declaration, shall be deemed automatically assigned to said Sub-Association designated with the architectural control or review powers.

5. Pursuant to Resolution No. R-94-115 of the Board of County Commissioners of Palm Beach County, Florida, the proposed westerly extension of Pipers Glen Boulevard from Jog Road to Hagen Ranch Road is to be maintained as a restricted access private roadway. The cost and expense of maintaining the private roadway and restricted access improvements will be shared by the Owners of the portion of the Properties located west of Jog Road (excluding the Golf Course owner). Accordingly, all that certain property described in Exhibit "A" attached hereto and made a part hereof, including all improvements now or hereafter constructed thereon (the "Gatehouse and Roadway"), shall be "Limited Common Areas", the exclusive use of which shall be for the common benefit of: (a) the Owners of the portion of the Properties described in Exhibit "B-1" attached hereto and made a part hereof ("Parcel D"), (b) the Owners of the portion of the Properties described in Exhibit "B-2" attached hereto and made a part hereof ("Parcel E"), (c) the Owners of the portion of the Properties described in Exhibit "B-3" attached hereto and made a part hereof ("Parcel F"), (d) the Owners of the portion of the Properties described in Exhibit "B-4" attached hereto and made a part hereof ("Parcel G"), (e) the Owners of the portion of the Properties described in Exhibit "B-5" attached hereto and made a part hereof ("Parcel H"), (f) the Owners of the portion of the Properties described in Exhibit "B-6" attached hereto and made a part hereof ("Parcel I") (collectively, the "Gatehouse and Roadway Owners"), and all such Owners' tenants, guests and invitees.

6. All expenses relating to the operation, improvement, maintenance, repair and replacement of the Gatehouse and Roadway (the "Gatehouse and Roadway Expenses") shall be Limited Common Expenses assessed by the Master Association against the Gatehouse and Roadway Owners, with each Gatehouse and Roadway Owner responsible for payment of the portion of the Gatehouse and Roadway Expenses determined as follows: the product of the Gatehouse and Roadway Expenses, multiplied by a fraction, the numerator of which is the assigned density for the applicable Gatehouse and Roadway Owner as set forth below, and the denominator is the aggregate sum of all such assigned densities of the Gatehouse and Roadway Owners. Except as modified in the manner hereinafter set forth, the assigned density for each of the Gatehouse and Roadway Owners is as follows:

<u>Parcel</u>	<u>Assigned Density</u>
Parcel D	407
Parcel E	185
Parcel F	132
Parcel G	295
Parcel H	70
Parcel I	72

Notwithstanding the foregoing, to the extent that any of the Parcels become platted, the assigned density for such platted Parcel shall automatically be deemed modified to the actual number of platted residential lots within said plat.

7. Notwithstanding that the Master Association has the assessment and maintenance obligations for the Gatehouse and Roadway, all management, operation, repair and replacement decisions affecting, or with respect to, the Gatehouse and Roadway shall be exercised and assumed by a "Management Committee" consisting of one representative from each of Parcels D through I, inclusive, which representative shall be the Owner (or designee) of the Parcel if no Sub-Association then exists for the applicable Parcel, or, if a Sub-Association does exist, the representative shall be the President of the applicable Sub-Association (or designee).

The Management Committee shall only act upon matters approved by a majority of the votes of its members. Each member of the Management Committee shall be entitled to cast the number of votes equal to the assigned density for the Parcel (as same may be modified), determined as set forth in paragraph 6 above.

In all other respects, the Declaration shall remain in full force and effect ab initio.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration and Amendment as of the day and year first above written.

Witnessed by:

CAP TEMP, INC., a Florida corporation

Foundes Sanchez
Louises Sanchez
Olivia Hagen
 FIENA HAGEN

By:

Michael Paul
 Michael Paul, President

[Corporate Seal]

STATE OF FLORIDA }
 COUNTY OF DADE } ss:

The foregoing instrument was acknowledged before me this 12 day of July, 1994, by Michael Paul, as President of Cap Temp, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me, or produced _____ as identification.

Delores A. Bruzese
 Name: _____
 Notary Public, State of Florida at Large
 Commission No.: _____

My Commission Expires:



OFFICIAL SEAL
 DELCRES A. BRUZESE
 MY COMMISSION EXPIRES
 OCTOBER 03 1994
 COMMISSION NO. CC052188

EXHIBIT "A"

**FOR PIPERS GLEN BLVD., FROM JOG ROAD WESTERLY TO
HAGEN RANCH ROAD**

A PORTION OF LAND LYING IN SECTIONS 3 AND 4, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF PIPERS GLEN PLAT NO. 1 (P.U.D.), ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 43, PAGES 97 THROUGH 101, IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF LAKE WORTH DRAINAGE DISTRICT L-28 CANAL;

RUN S02°31'22"E ALONG THE WESTERLY LINE OF SAID PIPERS GLEN PLAT NO. 1(P.U.D.) A DISTANCE OF 519.94 FEET;

THENCE S43°27'22"W A DISTANCE OF 35.95 FEET TO THE POINT OF BEGINNING;

THENCE S89°26'06"W A DISTANCE OF 712.73 FEET TO THE POINT OF CURVATURE OF A CURVE
CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 840.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°26'06" AN
AFC DISTANCE OF 519.50 FEET TO A POINT OF TANGENCY; THENCE S54°00'00"W A DISTANCE
OF 850.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, AND HAVING
A RADIUS OF 1260.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°00'00" AN ARC LENGTH OF 1253.50 FEET TO A POINT OF TANGENCY; THENCE N69° 00'00" W A DISTANCE OF 322.98 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, AND HAVING A RADIUS OF 2080.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°58'27" AN ARC LENGTH OF 781.42 FEET TO A POINT OF TANGENCY; THENCE N89°58'27"W A DISTANCE OF 358.72 FEET; THENCE N87°14'41"W A DISTANCE OF 270.38 FEET;

THENCE N89°58'27" W A DISTANCE OF 360.00 FEET;

THENCE N44°58'27"W A DISTANCE OF 56.57 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF HAGEN RANCH ROAD (A PROPOSED 80 FOOT WIDE ROAD RIGHT-OF-WAY);

THENCE ALONG SAID RIGHT-OF-WAY, LINE S00°01'33"W A DISTANCE OF 195.00 FEET;

THENCE, LEAVING SAID RIGHT-OF-WAY LINE, N 45°01'35"E A DISTANCE OF 56.57 FEET:

THENCE S89°58'27"E A DISTANCE OF 360.00 FEET;

THENCE N88°05'40"E A DISTANCE OF 430.24 FEET;

THENCE S89°58'27"E A DISTANCE OF 358.72 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, AND HAVING A RADIUS OF 2000.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°58'27" AN ARC LENGTH OF 732.14 FEET TO A POINT OF TANGENCY; THENCE S69°00'00"E A DISTANCE OF 322.98 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, AND HAVING A RADIUS OF 1340.00 FEET:

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°00'00" AN ARC LENGTH OF 1330.08 FEET TO A POINT OF TANGENCY; THENCE N54°00'00"E A DISTANCE OF 850.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 760.00 FEET:

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $35^{\circ}26'06''$ AN ARC LENGTH OF 470.03 FEET TO A POINT OF TANGENCY:

THENCE N89°26'06"E A DISTANCE OF 715.00 FEET:

THENCE N02°11'29"W A DISTANCE OF 80.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.835 ACRES

Exhibit

B-1

8674 1337

LEGAL DESCRIPTION
PIPERS GLEN HOUSING TRACT "D"

A PARCEL OF LAND LYING IN THE NORTHWEST ONE-QUARTER OF SECTION 3, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, AND LYING IN BLOCK 64, PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, INCLUSIVE, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE CENTERLINES INTERSECTION OF PIPERS GLEN BOULEVARD AND JOG ROAD AS SHOWN ON THE PLAT OF PIPERS GLEN PLAT NO. 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 42, PAGES 97 THROUGH 101, INCLUSIVE, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; THENCE, SOUTH $89^{\circ}26'06''$ WEST, ALONG THE CENTERLINE OF SAID PIPERS GLEN BOULEVARD, A DISTANCE OF 36.14 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID PIPERS GLEN PLAT NO. 1; THENCE, CONTINUE SOUTH $89^{\circ}26'06''$ WEST, A DISTANCE OF 713.86 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 800.00 FEET; THENCE, SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $35^{\circ}26'06''$, A DISTANCE OF 494.77 FEET TO THE END OF SAID CURVE; THENCE, SOUTH $36^{\circ}30'00''$ EAST, A DISTANCE OF 40.00 FEET FOR A POINT OF BEGINNING (P.O.B.);

THENCE, SOUTH $54^{\circ}00'00''$ WEST, A DISTANCE OF 850.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1340.00 FEET; THENCE, SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $56^{\circ}16'26''$, A DISTANCE OF 1316.10 FEET TO THE END OF SAID CURVE; THENCE, SOUTH $09^{\circ}00'00''$ WEST, A DISTANCE OF 280.00 FEET; THENCE, SOUTH $20^{\circ}00'00''$ EAST, A DISTANCE OF 490.00 FEET; THENCE, SOUTH $78^{\circ}00'00''$ EAST, A DISTANCE OF 630.00 FEET; THENCE, NORTH $90^{\circ}00'00''$ EAST, A DISTANCE OF 650.00 FEET; THENCE, SOUTH $81^{\circ}00'00''$ EAST, A DISTANCE OF 496.34 FEET; THENCE, NORTH $75^{\circ}00'00''$ EAST, A DISTANCE OF 299.99 FEET; THENCE, NORTH $90^{\circ}00'00''$ EAST, A DISTANCE OF 600.00 FEET; THENCE, NORTH $36^{\circ}00'00''$ EAST, A DISTANCE OF 320.00 FEET; THENCE, NORTH $06^{\circ}00'00''$ EAST, A DISTANCE OF 650.00 FEET; THENCE, NORTH $36^{\circ}00'00''$ WEST, A DISTANCE OF 247.96 FEET; THENCE, NORTH $11^{\circ}00'00''$ WEST, A DISTANCE OF 312.69 FEET; THENCE, NORTH $77^{\circ}00'00''$ WEST, A DISTANCE OF 813.50 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 760.00 FEET AND WHOSE RADIUS POINT BEARS SOUTH $28^{\circ}07'54''$ EAST; THENCE, SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $7^{\circ}52'05''$, A DISTANCE OF 104.37 FEET TO THE POINT OF BEGINNING (P.O.B.).

SUBJECT TO RESERVATIONS, EASEMENTS, AND RIGHTS OF WAY OF RECORDS.

THE BEARINGS AS STATED HEREIN ARE BASED ON THE BEARING DATUM SHOWN ON THE PLAT OF PIPERS GLEN PLAT NO. 1.

RECORDER'S MEMO: Legibility of document
unsatisfactory when received

A PARCEL OF LAND LYING IN SECTIONS 3 AND 4, TOWNSHIP 46 SOUTH, RANGE 42 EAST, AND IN PARTS OF TRACTS 1, 31, AND 32 OF BLOCK 64 OF PALM BEACH FARMS COMPANY PLAT NO. 3, AS RECORDED IN PLAT BOOK 2, AT PAGES 45 THROUGH 54, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 46 SOUTH, RANGE 42 EAST; RUN THENCE S00°35'08"E ALONG THE WEST LINE OF SAID SECTION 3, A DISTANCE OF 200.86 FEET TO A POINT OF THE SOUTHERLY RIGHT OF WAY LINE OF LAKE WORTH DRAINAGE DISTRICT L-28 CANAL; THENCE N49°28'26"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 248.65 FEET; THENCE N89°47'01"E ALONG SIDE SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 2412.97 FEET TO THE NORTHWEST CORNER OF THE PLAT OF PIPERS GLEN PLAT 1, AS RECORDED IN PLAT BOOK 43, AT PAGES 97 THROUGH 101 PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE S02°11'29"E ALONG WESTERLY BOUNDARY OF SAID PIPERS GLEN PLAT NO. 1 (P.U.D.) A DISTANCE OF 519.94 FEET; THENCE S43°27'22"W A DISTANCE OF 35.95 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF PIPERS GLEN BOULEVARD (80.00 FEET WIDE); RUN THENCE THROUGH THE FOLLOWING COURSES OF SAID NORTHERLY RIGHT OF WAY LINE S89°26'06"W A DISTANCE OF 712.73 FEET TO THE POINT OF CURVATURE OF CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 840.00 FEET; THENCE SOUTHERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31°50'44" A DISTANCE OF 466.88 FEET TO A POINT ON SAID CURVE (WHOSE RADIUS POINT BEARS S32°24'38"E); SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING HEREIN DESCRIBED PARCEL OF LAND; RUN THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE N00°00'00"E A DISTANCE OF 367.65 FEET.

THENCE N87°00'00"W A DISTANCE OF 670.03 FEET;
 THENCE S80°00'00"W A DISTANCE OF 373.00 FEET;
 THENCE N02°40'49"E A DISTANCE OF 82.00 FEET;
 THENCE N72°06'10"W A DISTANCE OF 38.47 FEET;
 THENCE S73°20'44"W A DISTANCE OF 60.41 FEET;
 THENCE N74°10'10"W A DISTANCE OF 87.21 FEET;
 THENCE N27°35'01"W A DISTANCE OF 74.48 FEET;
 THENCE N66°43'30"W A DISTANCE OF 38.28 FEET;
 THENCE S57°33'06"W A DISTANCE OF 170.60 FEET;
 THENCE S00°35'08"E A DISTANCE OF 217.78 FEET;
 THENCE S59°00'44"W A DISTANCE OF 130.35 FEET;
 THENCE S13°08'21"W A DISTANCE OF 57.76 FEET;
 THENCE S13°57'49"E A DISTANCE OF 65.97 FEET;
 THENCE S62°00'00"W A DISTANCE OF 106.63 FEET;
 THENCE S32°00'00"W A DISTANCE OF 380.00 FEET;
 THENCE S16°00'00"W A DISTANCE OF 350.00 FEET;

TO A POINT ON A CIRCULAR CURVE LYING ON THE NORTHERLY RIGHT OF WAY LINE OF SAID PIPERS GLEN BOULEVARD; THENCE EASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1260.00 FEET THROUGH A CENTRAL ANGLE OF 57°00'00" A DISTANCE OF 1253.50 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE N54°00'00"E A DISTANCE OF 850.00 FEET TO THE POINT OF CURVATURE OF CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 840.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°35'22" A DISTANCE OF 52.62 FEET TO THE POINT OF BEGINNING.

SAID HEREIN DESCRIBED PARCEL OF LAND CONTAINING 33.173 ACRES.

LEGAL DESCRIPTION (PARCEL "F")

A PARCEL OF LAND LYING IN SECTION 4, TOWNSHIP 46 SOUTH, RANGE 42 EAST BEING PORTIONS OF TRACT 2 THOROUGH TRACT 6 AND PORTIONS OF TRACTS 27 THROUGH TRACT 31 ALL OF BLOCK 64 PALM BEACH FARMS COMPANYS' PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOOK 2, PAGES 45 THROUGH 54, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 46 SOUTH, RANGE 42 EAST; RUN THENCE S00°35'08"E ALONG THE WEST LINE OF SAID SECTION 3 A DISTANCE OF 306.00 FEET TO A POINT ON THE NORTH LINE OF TRACTS 1 THROUGH 6 OF BLOCK 64 OF SAID PALM BEACH FARMS COMPANY PLAT NO. 3; THENCE N89°58'27"W ALONG SAID NORTH TRACT LINE A DISTANCE OF 123.99 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF LAKE WORTH DRAINAGE DISTRICT L-28 CANAL AS RECORDED IN OFFICIAL RECORD BOOK 3475 AT PAGE 1102; THENCE S49°28'26"W ALONG SAID SOUTHERLY LINE A DISTANCE OF 53.83 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE OF L-28 CANAL N89°58'27"W A DISTANCE OF 593.35 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING, RUN THENCE S45°00'00"E A DISTANCE OF 275.54 FEET; THENCE S20°00'00"E A DISTANCE OF 130.00 FEET; THENCE S14°00'00"W A DISTANCE OF 683.50 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF PIPERS GLEN BOULEVARD; (A PROPOSED 80.00 FOOT WIDE ROAD RIGHT-OF-WAY) THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE N69°00'00"W A DISTANCE OF 102.98 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 2080.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°58'27" A DISTANCE OF 761.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N89°58'27"W A DISTANCE 358.72 FEET; THENCE N87°14'41"W A DISTANCE OF 160.10 FEET; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, N00°01'33"E A DISTANCE OF 797.86 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY OF LAKE WORTH DRAINAGE DISTRICT L-28 CANAL; THENCE S89°58'27"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 1284.94 FEET TO THE POINT OF BEGINNING.

PARCEL G Exhibit B-4

A PARCEL OF LAND LYING IN SECTION 4, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 4, RUN S00°35'08"E ALONG THE EAST LINE OF SAID SECTION 4, A DISTANCE OF 285.41 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF LAKE WORTH DRAINAGE DISTRICT L-29 CANAL (85' WIDE); THENCE N89°58'27"W ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 461.46 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE N89°58'27"W A DISTANCE OF 373.79 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF FLAVOR PICT ROAD (A PROPOSED 80 FOOT ROAD RIGHT-OF-WAY) SAID POINT ALSO BEING A POINT ON A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 5789.58 FEET, AND WHOSE CENTER BEARS S12°33'39"W; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 12°32'06", AN ARC LENGTH OF 1266.61 FEET TO A POINT OF TANGENCY; THENCE

088 8674 Pg 1302

N85°51'20"W A DISTANCE OF 250.62 FEET; THENCE N89°58'27"W A DISTANCE OF 350.00 FEET; THENCE N44°58'27"W A DISTANCE OF 70.71 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF HAGEN RANCH ROAD (AN 80 FOOT WIDE ROAD RIGHT-OF-WAY); THENCE ALONG SAID EAST LINE, N00°01'33"E A DISTANCE OF 1489.20 FEET; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF PIPERS GLEN BOULEVARD (A PROPOSED 80 FOOT WIDE ROAD RIGHT-OF-WAY), N45°01'33"E A DISTANCE OF 56.57 FEET; THENCE S89°58'27"E A DISTANCE OF 360.00 FEET; THENCE N88°05'40"E A DISTANCE OF 430.24 FEET; THENCE S89°58'27"E A DISTANCE OF 293.07; THENCE LEAVING SAID RIGHT-OF-WAY LINE, S33°00'00"W A DISTANCE OF 156.04 TO A POINT ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 330.00 FEET AND WHOSE CENTER BEARS S78°00'00"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 69°00'00" A DISTANCE OF 397.41 FEET TO A POINT OF SAID CURVE; THENCE S33°00'00"E A DISTANCE OF 405.00 FEET; THENCE S90°00'00"E A DISTANCE OF 225.30 FEET; THENCE N64°00'00"E A DISTANCE OF 393.65 FEET; TO A POINT ON A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 400.00 FEET, AND WHOSE CENTER BEARS N64°00'00"E; THENCE NORTHWESTERLY AND; NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 41°00'00" A DISTANCE OF 286.23 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N15°00'00"E A DISTANCE OF 266.38 FEET; THENCE N31°16'35"W A DISTANCE OF 42.71 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF PIPERS GLEN BOULEVARD (A PROPOSED 80 FOOT ROAD RIGHT-OF-WAY), SAID POINT ALSO BEING ON A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2000.00 FEET, AND WHOSE CENTER BEARS S15°16'20"W; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°43'40" A DISTANCE OF 199.94 FEET TO A POINT OF TANGENCY; THENCE S69°00'00"E A DISTANCE OF 101.59 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE RUN S27°00'00"W A DISTANCE OF 240.00 FEET; THENCE S00°00'00"W A DISTANCE OF 240.00 FEET; THENCE S26°00'00"E A DISTANCE OF 902.50 FEET; THENCE S00°00'00"W A DISTANCE OF 318.46 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

A PARCEL OF LAND LYING IN SECTION 4, TOWNSHIP 46 SOUTH, RANGE 42 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST QUARTER OF SAID SECTION 4, RUN ALONG THE EAST LINE OF SAID SECTION 4, S00°35'08"E A DISTANCE OF 306.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF THE L.W.D.D. L-28 CANAL (O.R.B. 3575, PAGE 1102); THENCE, ALONG SAID SOUTH LINE, N89°58'27"W A DISTANCE OF 123.99 FEET; THENCE S49°28'25"W A DISTANCE OF 53.83 FEET; THENCE N89°58'27"W A DISTANCE OF 2548.37 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF HAGEN RANCH ROAD (AN 80 FOOT WIDE ROAD RIGHT-OF-WAY); THENCE, ALONG S00°01'33"W A DISTANCE OF 939.99 FEET TO THE POINT OF BEGINNING.

CONTINUE THENCE S00°01'33"W A DISTANCE OF 290.00 FEET; THENCE N03°50'24"E A DISTANCE OF 180.40 FEET; THENCE N00°01'33"E A DISTANCE OF 110.00 FEET; THENCE N45°01'33"E A DISTANCE OF 56.57 FEET; THENCE N89°58'27"W A DISTANCE OF 12.00 FEET; THENCE S45°01'33"W A DISTANCE OF 56.57 FEET TO THE POINT OF BEGINNING.

Exhibit B-5

PARCEL H

ORB 8674 Pg 1393

A PARCEL OF LAND LYING IN SECTION 4, TOWNSHIP 46 SOUTH, RANGE 42 EAST, BEING PORTIONS OF TRACTS 6, 7, 8, 25, 26 AND 27, ALL OF BLOCK 64 PALM BEACH FARMS COMPANY, PLAT NO. 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 4, TOWNSHIP 46 SOUTH, RANGE 42 EAST, RUN THENCE $500^{\circ}35'08''$ E ALONG THE EAST LINE OF SAID SECTION 4 A DISTANCE OF 306.00 FEET TO A POINT ON THE NORTH LINE OF TRACT 1, OF BLOCK 64 OF SAID PALM BEACH FARMS COMPANY, PLAT NO. 3. THENCE $N89^{\circ}58'27''$ W ALONG SAID NORTH TRACT LINE A DISTANCE OF 123.99 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF LAKE WORTH DRAINAGE DISTRICT L-28 CANAL AS RECORDED IN OFFICIAL RECORD BOOK 3475 AT PAGE 1102, PALM BEACH COUNTY PUBLIC RECORDS, THENCE $S49^{\circ}28'26''$ W ALONG SAID SOUTHERLY LINE A DISTANCE OF 53.83 FEET; THENCE CONTINUING ALONG THE SOUTHERLY OF SAID L-28 CANAL $N89^{\circ}58'27''$ W A DISTANCE OF 1878.29 FEET TO THE POINT OF BEGINNING.

RUN THENCE $500^{\circ}01'33''$ W A DISTANCE OF 797.86 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF PIPERS GLEN BOULEVARD (PROPOSED) THENCE ALONG SAID RIGHT OF WAY LINE $N87^{\circ}14'41''$ W A DISTANCE OF 270.38 FEET; THENCE $N89^{\circ}58'27''$ W A DISTANCE OF 360.00 FEET; THENCE $N44^{\circ}58'27''$ W A DISTANCE OF 56.57 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF HAGEN RANCH ROAD (80 FOOT RIGHT-OF-WAY, O.R.B. 675, PG. 322) THENCE $N00^{\circ}01'33''$ E ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 744.99 FEET; THENCE $S89^{\circ}58'27''$ E ALONG THE SOUTHERLY RIGHT-OF-WAY OF SAID L-28 CANAL A DISTANCE OF 670.08 FEET TO THE POINT OF BEGINNING.

SAID HEREIN DESCRIBED PARCEL CONTAINING 12.097 ACRES.

RECORDER'S MEMO: Legibility of document
unsatisfactory when received.

Name

Address

ORE 8674 Pg 1394
DOROTHY H. WILKEN, CLERMONT COUNTY, FL

Property Appraiser's Parcel Identification (Folio) Number(s):

Exhibit B-6

PARCEL I

A PARCEL OF LAND LYING IN SECTION 4, TOWNSHIP 46 SOUTH, RANGE 42 EAST, AND BEING PORTIONS OF TRACTS 28, 29, 30, 35, 36, 37 AND 38 ALL OF BLOCK 64 OF PALM BEACH FARMS COMPANY, PLAT NO. 3 AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54 INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 4, RUN S00°35'08"E ALONG THE EAST LINE OF SAID SECTION 4, A DISTANCE OF 285.41 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF LAKE WORTH DRAINAGE DISTRICT L-29 CANAL (85 FOOT WIDE); THENCE N89°58'27"W ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 461.46 FEET; THENCE N00°00'00"E A DISTANCE OF 318.46 FEET; THENCE N26°00'00"W A DISTANCE OF 902.50 FEET; THENCE N00°00'00"E A DISTANCE OF 240.00 FEET; THENCE N27°00'00"E A DISTANCE OF 240.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PIPERS GLEN BOULEVARD (PROPOSED), THENCE ALONG SAID RIGHT-OF-WAY LINE N69°00'00"W A DISTANCE OF 94.57 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 2000.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°43'40" A DISTANCE OF 199.94 FEET TO THE POINT OF BEGINNING.

THENCE LEAVING SAID RIGHT-OF-WAY LINE RUN S31°16'35"E A DISTANCE OF 42.71 FEET; THENCE S15°00'00"W A DISTANCE OF 266.38 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 400.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 41°00'00" A DISTANCE OF 286.23 FEET; THENCE RADIAL TO THE CENTER OF SAID CURVE S64°00'00"W A DISTANCE OF 393.65 FEET; THENCE N90°00'00"W A DISTANCE OF 225.30 FEET; THENCE N33°00'00"W A DISTANCE OF 405.00 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 330.00 FEET AND WHOSE CENTER BEARS N33°00'00"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL OF 69°00'00" A DISTANCE OF 397.41; THENCE N33°00'00"E A DISTANCE OF 156.04 FEET; TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PIPERS GLEN BOULEVARD (PROPOSED); THENCE ALONG SAID RIGHT-OF-WAY LINE S89°58'27"E A DISTANCE OF 65.65 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 2000.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°14'47" A DISTANCE OF 532.20 FEET TO THE POINT OF BEGINNING.

SAID HEREIN DESCRIBED PARCEL CONTAINING 11.580 ACRES.

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1

WESTCHESTER COUNTRY CLUB HOMEOWNERS ASSOCIATION, INC.

I HEREBY CERTIFY that the Bylaws attached as Exhibit "1" to this Certificate were duly adopted as original Bylaws for Westchester Country Club Homeowners Association, Inc.

DATED this 26th day of April, 1996.

WITNESSES:

Stephane Voliquet

Stephane Y. Khoury
Print

Sign John F. Randle

JOSEPH C. FEADILLA
Print

**WESTCHESTER COUNTRY CLUB
HOMEOWNERS ASSOCIATION, INC.**

By: Dorothy Lakritz
Dorothy Lakritz, President

By: Don Williams
Don Williams, Secretary and Treasurer

STATE OF FLORIDA
COUNTY OF PALM BEACH

(Seal)

The foregoing instrument was acknowledged before me this 26 day of April, 1996 by Donald Williams and Dorothy Lafritz, as President and Secretary of Westchester Country Club Homeowners Association, Inc., who are personally known to me or who did take an oath, and acknowledge to and before me that they executed such instrument with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 26 day of April, 1996.

NOTARY PUBLIC

This instrument prepared by:
Louis Caplan, Esquire
ST. JOHN, KING & DICKER
500 Australian Avenue So.
Suite 600
West Palm Beach, Florida 33401

1084101.ORG

Sign Monica Y Ely
Print Monica Y Ely
State of Florida at
Large.
My Commission Expires:



MONICA Y. ELY
COMMISSION # CC 544541
EXPIRES MAY 28, 2000
BONDED THRU
ATLANTIC BONDING CO., INC.

EXHIBIT "I"

BY-LAWS
OF
WESTCHESTER COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

DEFINITIONS

1.1 Association shall mean the WESTCHESTER COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC.

1.2 Declaration shall mean the Declaration of Covenants, Restrictions and Easements of WESTCHESTER COUNTRY CLUB HOMES to be recorded among the Public Records of Palm Beach County, Florida.

1.3 Articles shall mean the Articles of Incorporation for WESTCHESTER COUNTRY CLUB HOMEOWNERS' ASSOCIATION, INC.

1.4 All definitions contained in the Declaration are incorporated herein by reference.

ARTICLE II

OFFICES

The principal office of the Association shall be at Suite 400, 1401 Ponce de Leon Boulevard, Coral Gables, Florida 33134, or such other place in Dade or Palm Beach County, Florida as the Board of Directors may from time to time determine.

ARTICLE III

MEMBERS AND MEMBERSHIP MEETINGS

3.1 Members. Only record owners of fee interests in a Unit may be members of the Association, and every such record owner shall be a member. When the ownership of a fee interest in a Unit changes, the previous Owner's membership shall terminate and the new Owner's membership shall begin. Within ten (10) days of receipt of the instrument transferring title to him, the new Owner shall give the Association a copy of such instrument.

3.2 Transfer of Membership. A member's share in the assets of the Association and the right to membership are transferable only as an appurtenance to a Unit.

3.3 Vote. The Owners of each Unit shall be entitled to one combined vote at members' meetings. The vote for each Unit owned

by two or more persons shall be cast by one of its owners who has been designated as the "Voting Member" in a signed certificate filed with the Association. If a Unit is owned by a corporation or other type of entity, the entity shall designate one of its officers, directors, shareholders, partners or other person appropriate to that type of entity as the Voting Member. If a husband and wife own a Unit, no Voting Member need be designated and either spouse may cast that Unit's vote. No Voting Member may vote during any period in which the assessment for his Unit is past due or during any period during which the owners of his Unit are in violation of any Association rules and regulations.

3.4 Annual Meeting. Each annual members' meeting shall be held not later than thirteen (13) months after the previous annual meeting. The first annual meeting shall be held in the year in which the first Unit is transferred by the Developer to a third party in the ordinary course of business. At annual meetings, officers shall give reports, election of Directors shall take place, a budget shall be adopted and the assessments for the next year determined and any other members' business properly presented to the meeting shall be transacted.

3.5 Special Meetings. Special meetings of the members may be called by any officer, a majority of the Board of Directors or by one third of the Voting Members.

3.6 Notice and Place of Meetings. Notice of all members meetings shall be given by the Secretary and shall state the time, place and purpose of the meeting. Unless notice is waived in writing, notice shall be sent to each member at his address as it appears on the books of the Association.

Notice shall be sent by regular mail or shall be delivered by hand at least 10 days prior to the date the meeting is to be held. Proof of such mailing or delivery shall be by affidavit of the person who mailed or delivered it. Notice of the meeting may be waived before, during or after meetings by the signing of a waiver.

3.7 Quorum. A quorum at a members' meeting shall be a majority of the Voting Members whether present in person or proxy. In the event a quorum is not present at a meeting, then a majority of the Voting Members who are present may either:

(i) Adjourn the meeting to a date which is no later than seven (7) days from the date of the originally scheduled meeting, and at such rescheduled meeting thirty-three and one-third percent (33 1/3%) of the Voting Members shall constitute a quorum (and if a quorum is not then present, then those members in attendance may again reschedule the meeting to a time which is not later than seven (7) days from the first rescheduled meeting, and ten

percent (10%) of the Voting Members shall then constitute a quorum); or

(ii) Take any authorized action subject to the written approval of the number of Voting Members equal to the difference between the minimum number of Voting Members necessary to constitute a quorum and the number of Voting Members in attendance who voted for such action, provided the total affirmative vote is at least equal to the number which is required to authorize such action.

3.8 Action. Unless otherwise stated in these By-Laws, the Declaration or the Articles and unless otherwise required by the Statutes of the State of Florida, the act of a majority of the Voting Members present at a meeting in which a quorum was present shall constitute the action of the entire membership. In no event may any action be taken which would affect the Developer without first obtaining the Developer's written consent thereto. Any action which could under Florida law be taken at a meeting of members may be taken without a meeting if authorized in writing by a majority of all Voting Members and if thereafter filed with the Secretary of the Association.

3.9 Classes of Members. There shall be two (2) classes of membership, as follows:

(a) Class A. As long as there is a Class B membership, Class A members shall be all Unit Owners other than the Developer. Each Unit whose owners are Class A members shall be entitled to one vote at members' meetings.

(b) Class B. The Developer shall be the only Class B member and shall have one vote for every Unit it owns plus two votes for each Class A vote. Upon the earlier of the following to occur, the Class B membership shall terminate and the Developer shall be a Class A member with regard to Units it owns:

1. Thirty (30) days after Developer terminates the Class B membership by so notifying the Association in writing; or

2. When the last Unit expected to be constructed is conveyed to a purchaser.

ARTICLE IV

DIRECTORS

4.1 Number. The first Board of Directors shall consist of three persons. The number of Directors may be increased or decreased from time to time by an amendment to these By-Laws, but in no event shall there be less than three Directors.

4.2 Members. All Directors elected by the members must be members of the Association. The foregoing shall not be applicable to Directors elected during the periods of time that the Developer is in control of the Association.

4.3 Election. Election of the Board of Directors shall be as follows:

(a) Election shall be by a plurality of the votes cast at the members' meeting.

(b) The Developer shall elect all Directors until the earlier of the time when the Developer no longer holds or intends to develop any Unit for sale to customers in the ordinary course of business or December 31, 1998, whichever first occurs. Within sixty (60) days of the earlier of the aforementioned times, the Developer shall call a special meeting of the members at which time new Directors shall be elected and the Directors elected by the Developer shall resign.

(c) Vacancies caused by death, resignation, incapacity or removal of a Director shall be filled by the remaining Directors who shall appoint a substitute to serve until the election and qualification of successors at the next annual members' meeting. However, as long as the Developer has elected any Director, the Developer shall fill any vacancy on the Board.

4.4 Term. Each Director shall serve until their successors are duly elected and qualified, until they resign or until they are removed.

4.5 Removal of Directors. A Director may be removed from office at a members' meeting on the affirmative vote of a majority of the Voting Members for any reason deemed by the Voting Members to be in the best interests of the Association; provided, however, before any Director is removed from office, he shall be notified in writing that a motion to remove him will be made and if such Director is present, he or she shall be given an opportunity to be heard at such meeting prior to the vote on his or her removal and provided further that a Director elected or appointed by the Developer may be removed only by the Developer and his successor named only by the Developer.

4.6 Regular Meetings. 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 and the meeting shall be open to all members of the Association. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph at least three days prior to the day named for such meeting unless such notice is waived.

4.7 Special Meetings. Special meetings of the Directors may be called by the President or Vice-President and must be called by the Secretary at the written request of one-third of the members of the Board of Directors. Not less than three days' notice of the meeting shall be given. Notice shall be given personally, by mail, or by telegraph and shall state the time, place and purpose of the meeting and the meeting shall be open to all members of the Association.

4.8 Quorum. A majority of the Directors shall constitute a quorum at the Directors meeting. The acts of the Board approved by a majority of the Board present at a meeting at which a quorum is present shall constitute the act of the Board of Directors.

4.9 Waiver of Notice. Any Director may waive notice of the meeting before or after the meeting, and such waiver shall be deemed equivalent to his having received notice.

4.10 Presiding Officer. The presiding officer at a Board of Directors meeting shall be the President. In the President's absence, the Directors present shall designate any one of their member to preside.

4.11 Relinquishment of Control. The Developer may relinquish control of the Board of Directors at any time it chooses by calling a special meeting of members for that purpose at which meeting the members shall elect the new Directors.

ARTICLE V

OFFICERS

5.1 Officers. The Executive Officers of the Association shall be a President who shall be a member of the Board of Directors, a Vice-President, a Treasurer, and a Secretary. The Officers shall be elected annually by the Board of Directors and, they each may preemptorily be removed by majority vote of the Directors at any meeting. The Board of Directors from time to time shall elect such other Officers and Assistant Officers and shall designate such powers and duties as the Board of Directors shall determine are required to manage the affairs of the Association. The Board of Directors from time to time may eliminate certain of the offices enumerated hereunder and/or assign their functions to an agent. Any two or more offices may be held by the same person.

5.2 President. The President shall be the Chief Executive Officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of an Association, including, but not limited to, the power to appoint

committees from among the members and to assist in the conduct of the affairs of the Association. He shall preside at all meetings of the Board of Directors and of the members.

5.3 Vice-President. The Vice-President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors. In the event there shall be more than one Vice-President elected by the Board, then they shall be designated "First" and "Second", etc. and shall exercise the powers and perform the duties of the President in such order.

5.4 Secretary. The Secretary shall send notices of meetings and keep the minutes of all proceedings of the Directors and the members. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of Treasurer and shall perform all of the duties incident to the office of the Secretary of an Association as may be required by the Directors or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary.

5.5 Treasurer. The Treasurer shall have custody of all the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all of the duties incident to the office of Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent and shall assist the Treasurer.

5.6 Vacancies. A vacancy in any office shall be filled in the manner provided for the election of officers.

ARTICLE VI

DUTIES OF DIRECTORS

The Association shall act through its Board of Directors which shall perform all of the obligations of the Association. These obligations include, but are not limited to, maintaining, repairing, and replacing any property it owns or has assumed the obligation to maintain; procuring insurance on such property; servicing or hiring employees to service the property; collecting and enforcing the collection of assessments needed to provide funds for the Association; keeping records of all Association affairs and presenting a statement thereof to the members at their annual meeting; managing the Association's funds; borrowing money

and incurring indebtedness for Association purposes and executing all required documents in connection therewith; enforcing these By-Laws, the Articles of Incorporation and the Declaration; and adopting and enforcing such Rules and Regulations as it deems necessary.

ARTICLE VII

FISCAL MANAGEMENT

7.1 General. The following shall govern the fiscal management of the Association:

- a. The fiscal year shall be the calendar year.
- b. The cash or accrual basis method of accounting shall be used, as determined by the Board of Directors of the Association.
- c. All Association income (including assessments) shall be used to pay expenses; the excess shall be held in reserve for future expenses.

7.2 Accounts. Association funds shall be held in such bank and savings accounts as the Board of Directors shall determine from time to time. Withdrawals from such accounts shall be made by checks or withdrawal requests signed by at least two of the officers of the Association.

7.3 Audit. An uncertified audit of the Association's accounts shall be prepared annually by an accountant, an auditor or a certified public accountant and shall be furnished to each member no later than February 1 following the year to which it applies.

ARTICLE VIII

ASSESSMENTS

8.1 Fixing Assessments. The Owners of each Unit shall be obligated to pay their proportionate part of any annual assessment determined by the Board of Directors in accordance with the following:

a. The Directors shall prepare a proposed budget which shall include all anticipated Association expenses for the following year including, but not limited to, the costs of:

1. Maintaining, repairing, replacing (if needed), insuring, and servicing the property it owns or has agreed to maintain.

2. Paying all taxes on the property it owns.

3. Paying all utility charges for service rendered to the property it owns or has agreed to maintain.

4. Hiring employees as needed.

5. Establishing a contingency reserve for maintenance, repair and replacement.

b. The budget shall be allocated to each Unit in accordance with the Declaration. Such sum shall be the annual assessment.

c. The budget shall also set forth any proposed special assessment which shall be allocated equally among the Units.

d. The budget shall set forth the due date for dues for the assessments and the date when such assessments will be considered past due.

e. A copy of the budget shall be furnished to each member at least 30 days before the year to which it applies.

8.2 Liens. If any Assessment is unpaid, the Association may file a Claim of Lien against the Unit whose Owners are delinquent and such lien may be foreclosed in the same manner as a mortgage. The Association may also bring an action at law against the delinquent Owner personally.

ARTICLE IX

INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall indemnify every Director and every Officer of the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon them in connection with any proceeding in which they may become involved by reason of being or having been a Director or Officer of the Association, whether or not they are a Director or Officer at the time such expenses are incurred. However, if the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the aforementioned indemnity shall not be applied. The indemnification shall apply to any settlement which the Board approves as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all rights of indemnification to which such Director or Officer may be entitled by statute or common law.

ARTICLE X

TRANSACTIONS IN WHICH DIRECTORS OR
OFFICERS ARE INTERESTED

No contract or transaction between the Association and one or more of its Directors or Officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or Officers are Directors or Officers or have a financial interest shall be invalid, void or voidable solely for this reason or solely because the Director or Officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that he is, or may be interested in any such contract or transaction.

ARTICLE XI

PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of meetings of this Association when not in conflict with the Articles of Incorporation or these By-Laws.

ARTICLE XII

AMENDMENTS

12.1 These By-Laws may be amended in the manner provided in the Articles of Incorporation.

12.2 No modification or amendment to these By-Laws shall be adopted which would affect or impair the validity or priority of any approved mortgage or the rights of the Developer unless such approval has been evidenced by the written consent of an approved Mortgagee or the Developer.

ARTICLE XIII


MASTER ASSOCIATION

The provisions of these By-Laws are subject to the (a) Declaration of Covenants, Conditions and Restrictions of Westchester recorded in Official Record Book 3996, at Page 303, of the Public Records of Palm Beach County, Florida, and (b) Articles of Incorporation of Westchester Community Master Association, Inc., ("Master Association"), a non-profit Florida corporation, as they

DOROTHY H. WILKEN, CLERK PB COUNTY, FL

may exist from time to time, and (c) By-Laws of the Master Association, as they may exist from time to time; and the provisions of such Declaration, Articles and By-Laws shall prevail in case of any inconsistency or conflict between these By-Laws and the provision of any of said instruments.

Adopted by unanimous consent of the Board of Directors on _____, 1988.



W. I. Consuegra, Secretary
(Seal)



04/03/2002 15:00:44 20020171658
OR BK 13572 PG 0117
Palm Beach County, Florida

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF WESTCHESTER**

I HEREBY CERTIFY that the Amendment attached as Exhibit "I" to this Certificate was duly adopted as an amendment to the Declaration of Covenants, Conditions and Restrictions for Westchester. The original Declaration of Covenants, Conditions and Restrictions for Westchester is recorded in Official Records Book 3996 at Page 300 of the Public Records of Palm Beach County, Florida.

DATED this 18 day of March 2002.

WITNESSES.

WESTCHESTER COMMUNITY MASTER
ASSOCIATION, INC.

Michael Levenson
Signature

By Harold Levenson
Harold Levenson, President

Michael Levenson
Print Name

Ellen Stern
Signature

By Sol Bembien
Sol Bembien, Secretary

Ellen Stern
Print Name

STATE OF FLORIDA)
COUNTY OF PALM BEACH)ss:

The foregoing instrument was acknowledged before me this 18 day of March, 2002, by Harold Levenson as President and Sol Bembien, as Secretary of Westchester Community Master Association, Inc. who are Personally Known ☒ or Produced Identification ☐

Type of Identification Produced _____

NOTARY PUBLIC

(SEAL)

This instrument prepared by
Scott A. Stoloff Esquire
DICKER, KRIVOK & STOLOFF P.A.
1818 Australian Avenue South
Suite 400
West Palm Beach, FL 33409

Sign Michael Levenson
Print Michael Levenson

State of Florida

My Commission Expires



Michael J. Leibowitz
Commission # JD 004494
Expires April 10, 2005
Beverly Hills
Athletic Training Co., Inc.

EXHIBIT "I"

AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF WESTCHESTER

The Declaration of Covenants, Conditions and Restrictions for Westchester is recorded in Official Records Book 3996, Page 300 of the Public Records of Palm Beach County, Florida.

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

Article IV of the Declaration of Covenants, Conditions and Restrictions of Westchester is amended as follows:

* * *

Section 1. Required Services. The Master Association shall as required provide the following services:

A. Cleanup, landscaping, landscaping maintenance, and repairs of and to:

* * *

(4) Sub-Association Lakes and Littoral Zone Maintenance. Notwithstanding anything to the contrary in this Declaration, or any Sub-Association Plats, the Master Association shall be required to maintain all lakes and littoral zones identified in any Plats for the Sub-Associations. For those Sub-Associations in which the Master Association is not currently responsible for the maintenance of littorals and lakes, pursuant to the Sub-Association Plat or Declaration, said maintenance shall be in accordance with a written agreement executed between the Master Association and the affected Sub-Association and said maintenance responsibility shall be limited in time and scope pursuant to said written agreement. If said written agreement is not executed or is terminated by the parties, the Master Association shall not be responsible for the maintenance of the lakes and littorals located within that Sub-Association. The costs incurred by the Master Association for maintaining said lakes and littoral zones located within the Sub-Association shall be considered "General Expenses" as the term is defined in Article I of this Declaration, and shall be collectible in accordance with Article VII of this Declaration.

* * *

E. Cleanup, landscaping, landscaping maintenance and other maintenance of any real property located within Westchester, and any improvement thereon, upon which the Master Association has accepted an easement for said maintenance by duly recording an instrument granting said easement to the Master Association executed and delivered by the Owner of said property to the Master Association.

* * *

Address:



06/12/2002 12:04:50 20020296214
OR BK 13795 PG 1635
Palm Beach County, Florida

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

RECORDED AGREEMENT FOR LAKE MAINTENANCE

WHEREFORE, Westchester Community Master Association, Inc. ("Master Association"), desires to have the maintenance responsibility for all lakes and littoral zones in Westchester (within all the Sub-Associations that comprise Westchester) so as to reduce the cost and to ensure the consistency and quality of said maintenance;

WHEREFORE, the recorded plats for certain Sub-Associations within Westchester do not provide the Master Association with the current responsibility to maintain their lake(s) and littoral zone(s);

WHEREFORE, the Master Association desires to enter into this written agreement with the undersigned Sub-Association to provide for their lake and littoral maintenance;

NOW THEREFORE, the Master Association hereby agrees to maintain the lake(s) and littoral zone(s) recorded in the Plat for LAKE OF WESTCHESTER (Sub-Association), whose legal description is as follows:

Legal Description is attached as Exhibit "A"

In return, LAKE OF WESTCHESTER agrees to pay the Master Association, as consideration for the obligations set forth in this Agreement, ten (\$10.00) dollars, in hand, receipt of which is hereby acknowledged. It is further determined that this Agreement shall be in perpetuity, but may be terminated upon written agreement by both parties.

Entered into this 25th day of SEPTEMBER, 1999 between WESTCHESTER COMMUNITY MASTER ASSOCIATION, INC., and LAKE OF WESTCHESTER SUB-ASSOCIATION of the above mentioned Master Association.

WITNESSES:

LAKE OF WESTCHESTER COMMUNITY CLUB, INC.
SUB-ASSOCIATION

Jane Newman
Signature

By: Bob A. Newman
BOB A. NEWMAN, President

JANE NEWMAN
Print Name

STATE OF FLORIDA

COUNTY OF PALM BEACH

)
)ss:
)

The foregoing instrument was acknowledged before me this 25 day of Sept, 1999, by Bob Neumann, as President of Lake Washington HOA (Sub-Association), who is Personally Known ☒ or Produced Identification ☐.

Type of Identification Produced

NOTARY PUBLIC

Signs

Print

State of Florida

My Commission Expires:



Irwin Smith
My Commission CC658181
Expires April 13 2001

WITNESSES:

WESTCHESTER COMMUNITY MASTER
ASSOCIATION, INC.

Signature

Print Name

By:

, President

STATE OF FLORIDA)

)ss:

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 5th day of JUNE
2002, by HAROLD LEVENSON, as President of Westchester Community Master Association,
Inc., who is Personally Known or Produced Identification X

Type of Identification Produced FL. Dr. Lic. LIS2-340-27-376-0.

NOTARY PUBLIC

(SEAL)

This instrument prepared by:
Scott A. Stoloff, Esquire
DICKER, KRIVOK & STOLOFF, P.A.
1818 Australian Avenue South
Suite 400
West Palm Beach, Florida 33409

Sign:

Print:

State of Florida

My Commission Expires:



J S Anderson
My Commission DD011647
Expires March 25, 2005

EXHIBIT "A"

THE PLAT OF PIPERS GLEN PARCEL "E", AS RECORDED IN PLAT BOOK 75, PAGES 55-58, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.



Return to:
Scott A. Stolfoff, Esquire
DICKER, KRIVOK & STOLOFF, P.A.
1818 Australian Avenue S., #400
West Palm Beach, Florida 33409
(561) 615-0123

01/20/2004 12:39:14 20040033055
OR BK 16453 PG 0687
Palm Beach County, Florida
AMT 1.00
Doc Stamp 0.70
Dorothy H Wilken, Clerk of Court

Tax Appraiser's Parcel No:

Grantor's FEI:
Grantee's FEI:

**EASEMENT AGREEMENT BETWEEN WESTCHESTER COMMUNITY MASTER
ASSOCIATION AND THE LAKES OF WESTCHESTER COUNTRY CLUB
HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, WESTCHESTER COMMUNITY MASTER ASSOCIATION, INC., ("WESTCHESTER") is the owner of property located in Palm Beach County, Florida, described as Pipers Glen Boulevard Extension, as recorded in Plat Book 74, Page 159, of the Public Records of Palm Beach County, Florida ("Pipers Glen Boulevard Extension");

WHEREAS, THE LAKES OF WESTCHESTER COUNTRY CLUB HOMEOWNERS ASSOCIATION, INC. ("LAKES OF WESTCHESTER") is the homeowners association that governs the property within the Plat of Pipers Glen - Parcel "E", as recorded in Plat Book 78, Page 55, of the Public Records of Palm Beach County, Florida ("Lakes of Westchester Plat");

WHEREAS, there is landscaping located within the Pipers Glen Boulevard Extension adjacent to the boundaries of the Lakes of Westchester Plat which is more specifically located north of the Pipers Glen Boulevard Extension pavement (the "Swale Area");

WHEREAS, LAKES OF WESTCHESTER has been maintaining the Swale Area;

WHEREAS, WESTCHESTER and LAKES OF WESTCHESTER desire to formalize the maintenance arrangement for the Swale Area and WESTCHESTER desires to grant LAKES OF WESTCHESTER an easement over, upon, within the Swale Area, for maintenance of the Swale Area;

NOW THEREFORE, for \$10.00 and other good and valuable consideration, the parties agree as follows:

- 1) Representations. The aforesaid representations are true and correct.
- 2) Easement. WESTCHESTER grants LAKES OF WESTCHESTER, and all its contractors, sub-contractors, employees or other personnel appointed by LAKES OF WESTCHESTER, a non-exclusive easement over, upon, within, across and/or through the Swale Area. This easement shall terminate under the conditions in this Agreement or as evidenced by a separate agreement of the parties which shall be recorded in the Public Records of Palm Beach County, Florida.
- 3) Maintenance. LAKES OF WESTCHESTER, at its sole cost, shall maintain the Swale Area. LAKES OF WESTCHESTER shall not permit or suffer any mechanics or other lien to be placed against or upon the Swale Area. In the event that any such lien is so imposed, LAKES OF WESTCHESTER shall promptly cause the same to be satisfied or removed to bond pursuant to the applicable provisions of Chapter 713, Florida Statutes.
- 4) Insurance. WESTCHESTER shall maintain insurance upon the Swale Area.
- 5) Indemnification. LAKES OF WESTCHESTER shall indemnify and hold harmless WESTCHESTER, its officers and directors, against any and all claims made against WESTCHESTER, its officers and directors, related to LAKES OF WESTCHESTER'S maintenance of the Swale Area.
- 6) Corrective Action. If LAKES OF WESTCHESTER fails, refuses or neglects to perform, in a timely manner, the above described duties or obligations, WESTCHESTER, and/or its successors or assigns shall have the right, but not the obligation, to cause the required maintenance to be performed. WESTCHESTER shall have the right to immediately recover from LAKES OF WESTCHESTER all costs and expenses incurred by the WESTCHESTER and/or any of its successors, assigns or designees, as applicable, in connection therewith, plus reasonable overhead costs, together with interest computed from the date upon which such costs shall have been incurred until the date of payment thereof in full, at the statutory rate.

Notwithstanding the foregoing, WESTCHESTER shall provide LAKES OF WESTCHESTER at least thirty (30) days written notice of any claim that LAKES OF WESTCHESTER has failed, neglected or refused to perform and an opportunity to cure any such claim. WESTCHESTER will take no corrective measure as permitted herein provided that LAKES OF WESTCHESTER takes timely reasonable corrective action to remedy the matter.

WESTCHESTER may also terminate any easements in favor of LAKES OF WESTCHESTER after providing the notice required in this paragraph as evidenced by a notice of termination which shall be recorded in the Public Records of Palm Beach County, Florida.

7) Enforcement. If it becomes necessary to hire an attorney to enforce any provision of this Agreement, the prevailing party shall be entitled to recover its costs and attorney's fees incurred prior to suit, as well as in litigation, appeal, and any arbitration, bankruptcy or administrative proceedings. The Agreement shall be governed by Florida Law and any legal proceeding concerning the Agreement shall be brought in the Circuit Court in Palm Beach County, Florida.

8) Complete. This is the complete Agreement between the parties. No other agreements, promises or representations have any force and effect. Any amendments or modifications to this Agreement must be in writing. This Agreement shall not constitute approval for the construction of any future improvements.

9) Interpretation. This Agreement is the joint product of the parties and may not be more strictly construed against any party.

10) Binding. This Easement shall be binding upon the parties, their successors, heirs and assigns.

Executed this 24th day of November, 2003.

Witnesses:

WESTCHESTER COMMUNITY MASTER
ASSOCIATION, INC.

Bob A. Newmark

Harold Levinson
Harold Levinson, President

Bob A. Newmark
Printed Name

Michael H Roeder

Michael H Roeder
Printed Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

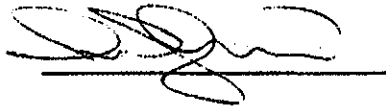
The foregoing instrument was acknowledged before me this 24th day of Nov., 2003, by Harold Levinson as President of Westchester Community Master Association, Inc. He is personally known to me or has produced Dave Wise as identification.

Hattie J. Jones
Hattie J. Jones, Notary Public
State of Florida at Large
My Commission Expires:

3



Witnesses:



M. J. CICINO

Printed Name



EARL C. ROGERS

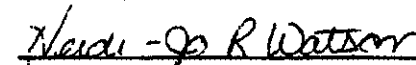
Printed Name

LAKE OF WESTCHESTER COUNTRY
CLUB HOMEOWNERS ASSOCIATION,
INC.

 President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 16 day of August, 2003, by Robert Blubaugh, as President of Lakes of Westchester Country Club Homeowners Association, Inc. He is personally known to me or has produced _____ as identification.


Heidi-Jo R. Watson, Notary Public
State of Florida at Large
My Commission Expires:

I:\Documents\Scot\1042-1042assn\w.agr.wpd



Heidi-Jo R. Watson
My Commission 00067846
Expires March 06, 2008

PIPERS GLEN - PARCEL "E" REPLAY

BEING A PARCEL OF LAND LYING IN SECTIONS 3 AND 4, TOWNSHIP 46 SOUTH,
RANGE 42 EAST, AND A REPLAT OF LOTS 6, 7, 13, 14, 24, 25, 33, 34 AND 48 THROUGH 51
OF THE PLAT OF PETERS GLEN - PARCEL "E" AS RECORDED IN PLAT BOOK 75 PAGES 55 THROUGH 58,
INCLUSIVE OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

SHEET 2 OF 4 NOVEMBER 1995

[illegible]

P.B. FARMS CO PLAT No 3
P.B. 2 PGS 45-541

TRACT 2	TRACT 1
TRACT 3	TRACT 32

Figure 1 is a bar chart showing the percentage of the total sample for each age group, categorized by sex (Male and Female). The Y-axis represents the 'PERCENTAGE OF TOTAL SAMPLE' (0 to 120). The X-axis represents the 'AGE GROUP' (0-10, 11-20, 21-30, 31-40, 41-50, 51-60, 61-70, 71-80, 81-90, 91-100). The legend indicates Male (white bars) and Female (black bars). The chart shows that for most age groups, the percentage of the total sample is approximately 100%, with some variation in the 0-10 and 11-20 groups.

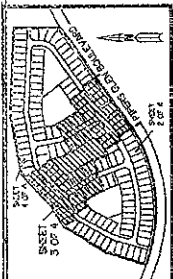
Age Group	Male (%)	Female (%)
0-10	~100	~100
11-20	~100	~100
21-30	~100	~100
31-40	~100	~100
41-50	~100	~100
51-60	~100	~100
61-70	~100	~100
71-80	~100	~100
81-90	~100	~100
91-100	~100	~100

CMR

[illegible]

THIS INSTRUMENT PREPARED BY
PERRY C. WHITE, P.L.S., 4213 STATE OF FLORIDA
LAWSON, NOBLE, AND WEBB, INC.,
ENGINEERS PLANNERS SURVEYORS
WEST PALM BEACH, FLORIDA

Figure 1



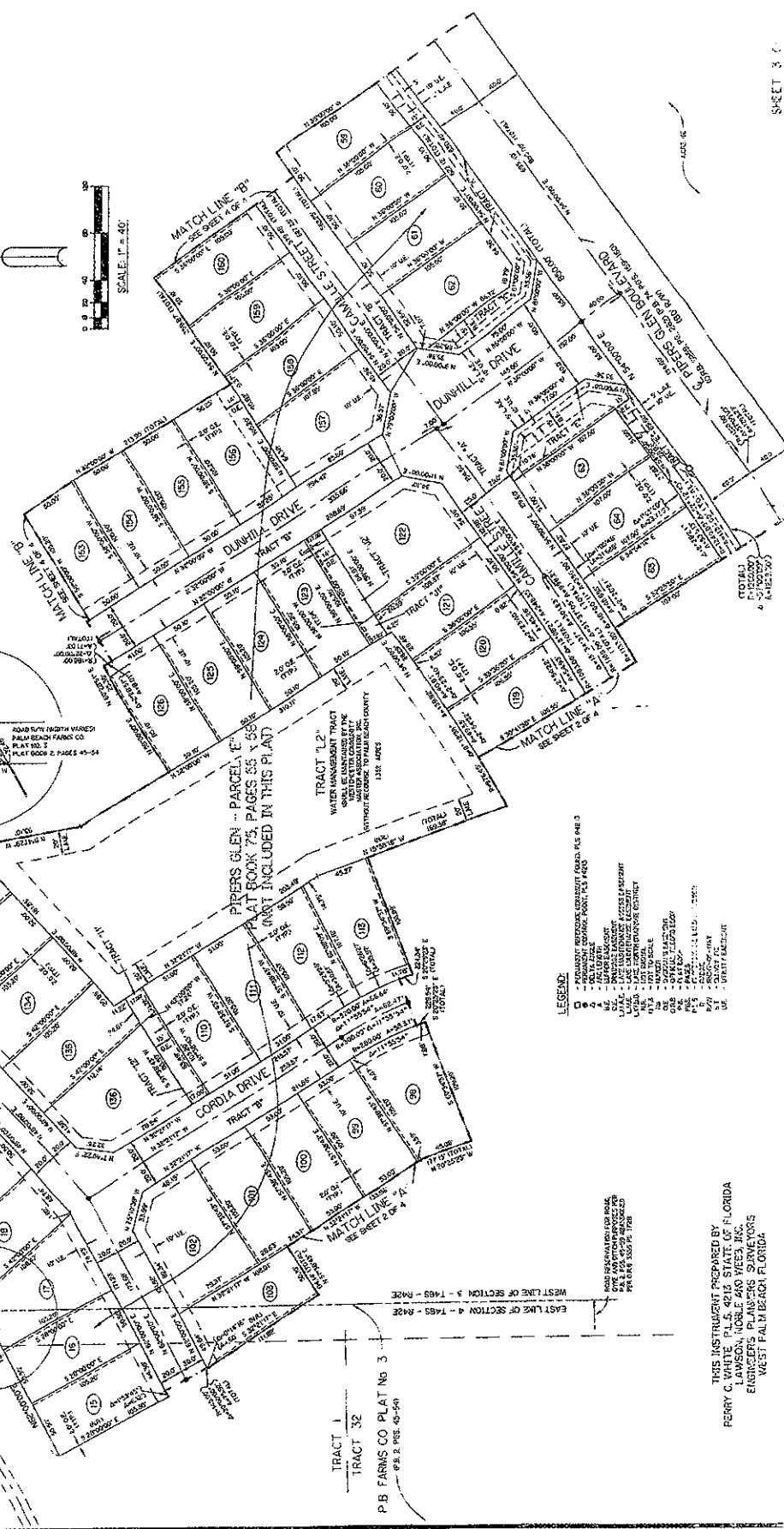
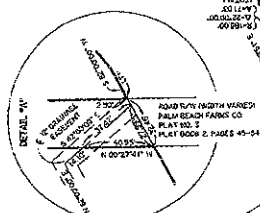
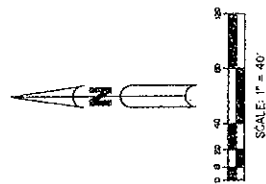
0838-517

A PLANNED UNIT DEVELOPMENT

PIPERS GLEN - PARCEL "E" REPLAT 136

BEING A PARCEL OF LAND LYING IN SECTIONS 3 AND 4 TOWNSHIP 46 SOUTH RANGE 42 EAST, AND A REPLAT OF LOTS 6, 7, 13, 14, 24, 25, 33, 34 AND 46 THROUGH 51 OF THE PLAT OF PIPERS GLEN - PARCEL "E" AS RECORDED IN PLAT BOOK 75, PAGES 55 THROUGH 58, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

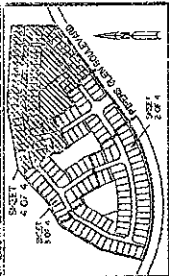
SHEET 3 OF 4 NOVEMBER 1995



- LEGEND
- 1 - EXISTING INTERIOR CORNER (SEE PLAT 136)
 - 2 - EXISTING EXTERIOR CORNER (SEE PLAT 136)
 - 3 - EXISTING INTERIOR CORNER (SEE PLAT 136)
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 - 67 - EXISTING INTERIOR CORNER (SEE PLAT 136)
 - 68 - EXISTING EXTERIOR CORNER (SEE PLAT 136)
 - 69 - EXISTING INTERIOR CORNER (SEE PLAT 136)
 - 70 - EXISTING EXTERIOR CORNER (SEE PLAT 136)
 - 71 - EXISTING INTERIOR CORNER (SEE PLAT 136)
 - 72 - EXISTING EXTERIOR CORNER (SEE PLAT 136)
 - 73 - EXISTING INTERIOR CORNER (SEE PLAT 136)
 - 74 - EXISTING EXTERIOR CORNER (SEE PLAT 136)
 - 75 - EXISTING INTERIOR CORNER (SEE PLAT 136)
 - 76 - EXISTING EXTERIOR CORNER (SEE PLAT 136)
 - 77 - EXISTING INTERIOR CORNER (SEE PLAT 136)
 - 78 - EXISTING EXTERIOR CORNER (SEE PLAT 136)
 - 79 - EXISTING INTERIOR CORNER (SEE PLAT 136)
 - 80 - EXISTING EXTERIOR CORNER (SEE PLAT 136)
 - 81 - EXISTING INTERIOR CORNER (SEE PLAT 136)
 - 82 - EXISTING EXTERIOR CORNER (SEE PLAT 136)
 - 83 - EXISTING INTERIOR CORNER (SEE PLAT 136)
 - 84 - EXISTING EXTERIOR CORNER (SEE PLAT 136)
 - 85 - EXISTING INTERIOR CORNER (SEE PLAT 136)
 - 86 - EXISTING EXTERIOR CORNER (SEE PLAT 136)
 - 87 - EXISTING INTERIOR CORNER (SEE PLAT 136)
 - 88 - EXISTING EXTERIOR CORNER (SEE PLAT 136)
 - 89 - EXISTING INTERIOR CORNER (SEE PLAT 136)
 - 90 - EXISTING EXTERIOR CORNER (SEE PLAT 136)
 - 91 - EXISTING INTERIOR CORNER (SEE PLAT 136)
 - 92 - EXISTING EXTERIOR CORNER (SEE PLAT 136)
 - 93 - EXISTING INTERIOR CORNER (SEE PLAT 136)
 - 94 - EXISTING EXTERIOR CORNER (SEE PLAT 136)
 - 95 - EXISTING INTERIOR CORNER (SEE PLAT 136)
 - 96 - EXISTING EXTERIOR CORNER (SEE PLAT 136)
 - 97 - EXISTING INTERIOR CORNER (SEE PLAT 136)
 - 98 - EXISTING EXTERIOR CORNER (SEE PLAT 136)
 - 99 - EXISTING INTERIOR CORNER (SEE PLAT 136)
 - 100 - EXISTING EXTERIOR CORNER (SEE PLAT 136)

THIS INSTRUMENT PREPARED BY
PERRY C. WHITE, P.L.L.C., STATE OF FLORIDA
ENGINEERS PLANNERS SURVEYORS
WEST PALM BEACH, FLORIDA

SHEET 3 OF 4



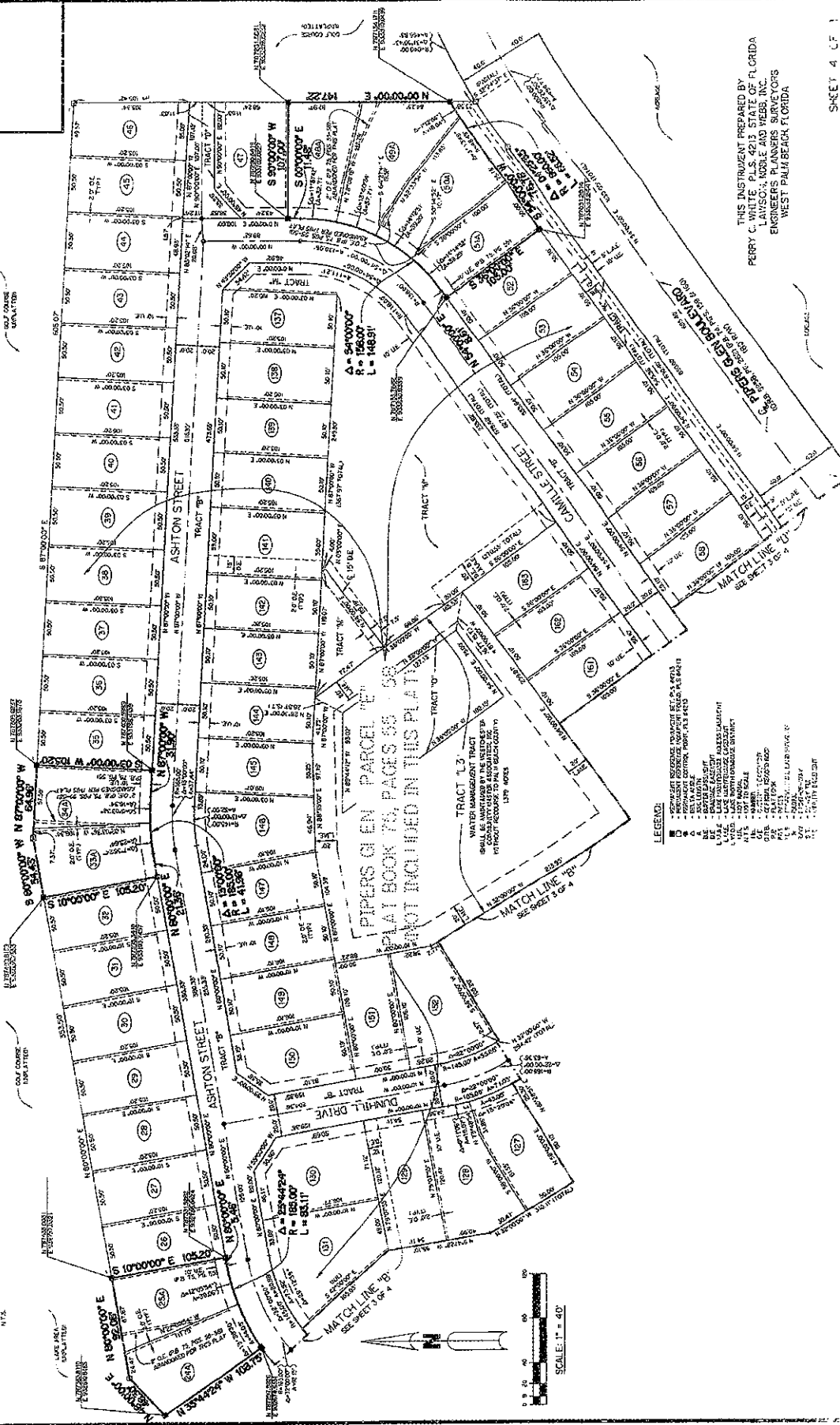
A PLANNED UNIT DEVELOPMENT

PIPERS GLEN - PARCEL "E" REPLAT

BEING A PARCEL OF LAND LYING IN SECTIONS 3 AND 4 TOWNSHIP 46 SOUTH RANGE 42 EAST, AND A REPLAT OF LOTS 6, 7, 13, 14, 25, 34, AND 48 THROUGH 51 OF THE PLAT OF PIPERS GLEN - PARCEL "E" AS RECORDED IN PLAT BOOK 75 PAGES 53 THROUGH 58 INCLUSIVE OF THE PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA

KEY MAP
N.T.S.

SHEET 4 OF 4 NOVEMBER 1995



LEGEND

- REPLAT LINES
- EXISTING LINES
- PROPOSED LINES
- EXISTING CURVES
- PROPOSED CURVES
- EXISTING RIGHT-OF-WAY
- PROPOSED RIGHT-OF-WAY
- EXISTING EASEMENTS
- PROPOSED EASEMENTS
- EXISTING UTILITIES
- PROPOSED UTILITIES
- EXISTING BUILDINGS
- PROPOSED BUILDINGS
- EXISTING TREES
- PROPOSED TREES
- EXISTING FENCES
- PROPOSED FENCES
- EXISTING DRIVEWAYS
- PROPOSED DRIVEWAYS
- EXISTING WALKWAYS
- PROPOSED WALKWAYS
- EXISTING BIKEWAYS
- PROPOSED BIKEWAYS
- EXISTING PARKWAYS
- PROPOSED PARKWAYS
- EXISTING TRAILS
- PROPOSED TRAILS
- EXISTING ROADS
- PROPOSED ROADS
- EXISTING HIGHWAYS
- PROPOSED HIGHWAYS
- EXISTING AIRWAYS
- PROPOSED AIRWAYS
- EXISTING WATERWAYS
- PROPOSED WATERWAYS
- EXISTING RAILWAYS
- PROPOSED RAILWAYS
- EXISTING CANALS
- PROPOSED CANALS
- EXISTING DITCHES
- PROPOSED DITCHES
- EXISTING TRENCHES
- PROPOSED TRENCHES
- EXISTING POND
- PROPOSED POND
- EXISTING LAKE
- PROPOSED LAKE
- EXISTING BEACH
- PROPOSED BEACH
- EXISTING DUNE
- PROPOSED DUNE
- EXISTING SAND
- PROPOSED SAND
- EXISTING GRAVEL
- PROPOSED GRAVEL
- EXISTING ASPHALT
- PROPOSED ASPHALT
- EXISTING CONCRETE
- PROPOSED CONCRETE
- EXISTING BRICK
- PROPOSED BRICK
- EXISTING STONE
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- EXISTING SKIN
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- EXISTING MEAT
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- EXISTING FAT
- PROPOSED FAT
- EXISTING BLOOD
- PROPOSED BLOOD
- EXISTING SPERM
- PROPOSED SPERM
- EXISTING MILK
- PROPOSED MILK
- EXISTING EGGS
- PROPOSED EGGS
- EXISTING SEEDS
- PROPOSED SEEDS
- EXISTING FRUITS
- PROPOSED FRUITS
- EXISTING VEGETABLES
- PROPOSED VEGETABLES
- EXISTING FLOWERS
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- EXISTING TREES
- PROPOSED TREES
- EXISTING SHRUBS
- PROPOSED SHRUBS
- EXISTING HERBS
- PROPOSED HERBS
- EXISTING MUSHROOMS
- PROPOSED MUSHROOMS
- EXISTING FUNGI
- PROPOSED FUNGI
- EXISTING BACTERIA
- PROPOSED BACTERIA
- EXISTING VIRUSES
- PROPOSED VIRUSES
- EXISTING PARASITES
- PROPOSED PARASITES
- EXISTING INSECTS
- PROPOSED INSECTS
- EXISTING MAMMALS
- PROPOSED MAMMALS
- EXISTING BIRDS
- PROPOSED BIRDS
- EXISTING REPTILES
- PROPOSED REPTILES
- EXISTING AMPHIBIANS
- PROPOSED AMPHIBIANS
- EXISTING MOLLUSKS
- PROPOSED MOLLUSKS
- EXISTING ARACHNIDS
- PROPOSED ARACHNIDS
- EXISTING NEMATODES
- PROPOSED NEMATODES
- EXISTING PLANTS
- PROPOSED PLANTS
- EXISTING ANIMALS
- PROPOSED ANIMALS
- EXISTING HUMANS
- PROPOSED HUMANS

THIS INSTRUMENT PREPARED BY
PERRY C. WHITE, P.L.S. 4213 STATE OF FLORIDA
ENGINEERS PLANNERS SURVEYORS
WEST PALM BEACH, FLORIDA

SHEET 4 OF 4

THIS INSTRUMENT PREPARED BY:

JOHN T. METZGER, ESQ.
GREENBERG, TRAURIG, HOFFMAN,
LIPOFF, ROSEN & QUENTEL, P.A.
777 South Flagler Drive
Suite 310-East
West Palm Beach, FL 33401

JAN-27-1994 4:02PM 94-030815
088 8096 Pg 431

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is executed by the undersigned as of the 24 day of January, 1994.

RECITALS

A. The undersigned is the owner of a certain parcel of land located in Palm Beach County, Florida, commonly known as Parcel E of Pipers Glen PUD and more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Land").

B. The undersigned has entered into that certain Inter-Developer Agreement dated January, 1994 with the owners of various other undeveloped parcels of land located in the Pipers Glen PUD.

NOW, THEREFORE, in consideration of the foregoing, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned acknowledges and agrees that:

1. The undersigned is bound by the terms of the Inter-Developer Agreement, including, without limitation, its obligation to pay its allocable share of the "Costs" for the construction of certain infrastructure improvements to be completed within the Piper's Glen PUD, all on the terms more particularly set forth in the Inter-Developer Agreement.

2. The terms of the Inter-Developer Agreement are hereby incorporated into this Memorandum by reference and made a part hereof.

3. The Inter-Developer Agreement creates a lien against the Land for payment of the undersigned's allocable share of the "Costs." Such lien rights may be enforced and released by Chicago Title Insurance Company (or its duly appointed) acting as the "Escrow Agent" under the Inter-Developer Agreement. All purchasers, lenders and other

*successor or assign)

078 8096 Pg 432

third parties may rely upon a release of this Memorandum signed by the Escrow Agent as conclusive proof of the payment of the undersigned's share of the Costs under the Inter-Developer Agreement.

4. The terms of this Memorandum and the Interdeveloper Agreement (including all lien rights) will automatically become subordinate to any recorded plat of the Land approved by Palm Beach County without the necessity of any further action or joinder of any party.

5. Neither the Inter-Developer Agreement nor this Memorandum shall grant or create any rights or liens in favor of any party other than the other parties to the Inter-Developer Agreement including, without limitation, in favor of any parties constructing any of the work contemplated by the Inter-Developer Agreement.

6. In the event of conflict between the terms of the Inter-Developer Agreement and the terms of this Memorandum, the terms of the Inter-Developer Agreement shall govern.

IN WITNESS WHEREOF, the undersigned has executed this Memorandum as of the day and year first above written, to be effective as of the date of the Inter-Developer Agreement.

CAP TEMP, INC., a Florida corporation

Witness:

Elena Hagen
Elena Hagen
Raimona Sanchez
Raimona Sanchez

By: Michael P. ...
Name: Michael P. ...
Title: President
Address: 1221 Birchell Avenue
Suite 304
Miami, FL 33131

ORE 8096 Ps 433

STATE OF FLORIDA

COUNTY OF Dade

The foregoing instrument was acknowledged before me this 24th day of January, 1994 by Michael Paul as the President of CAP TEMP, INC., a Florida corporation.



OFFICIAL SEAL
DELORES A. BRUZZESE
MY COMMISSION EXPIRES
OCTOBER 03, 1994
COMMISSION NO CC052164

Delores A. Bruzzese
Notary Public, State of Florida

(Print, Type or Stamp Commissioned Name of
Notary Public)

☒ Personally Known OR ☐ Produced Identification
Type of Identification Produced _____

PARCEL E

EXHIBIT "A"

ORR 8096 Pg 434
RECORD VERIFIED DOROTHY H WILKEN
CLERK OF THE COURT - PE COUNTY, FL

A PARCEL OF LAND LYING IN SECTIONS 3 AND 4, TOWNSHIP 46 SOUTH, RANGE 42 EAST, AND IN PARTS OF TRACTS 1, 31, AND 32 OF BLOCK 64 OF PALM BEACH FARMS COMPANY PLAT NO. 3, AS RECORDED IN PLAT BOOK 2, AT PAGES 45 THROUGH 54, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 46 SOUTH, RANGE 42 EAST; RUN THENCE S00°35'08"E ALONG THE WEST LINE OF SAID SECTION 3, A DISTANCE OF 200.86 FEET TO A POINT OF THE SOUTHERLY RIGHT OF WAY LINE OF LAKE WORTH DRAINAGE DISTRICT L-28 CANAL; THENCE N49°28'26"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 248.65 FEET; THENCE N89°47'01"E ALONG SIDE SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 2412.97 FEET TO THE NORTHWEST CORNER OF THE PLAT OF PIPERS GLEN PLAT 1, AS RECORDED IN PLAT BOOK 43, AT PAGES 97 THROUGH 101 PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE S02°11'29"E ALONG WESTERLY BOUNDARY OF SAID PIPERS GLEN PLAT NO. 1 (P.U.O.) A DISTANCE OF 519.94 FEET; THENCE S43°27'22"W A DISTANCE OF 35.95 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF PIPERS GLEN BOULEVARD (80.00 FEET WIDE); RUN THENCE THROUGH THE FOLLOWING COURSES OF SAID NORTHERLY RIGHT OF WAY LINE S89°26'06"W A DISTANCE OF 712.73 FEET TO THE POINT OF CURVATURE OF CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1840.00 FEET; THENCE SOUTHERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31°50'44" A DISTANCE OF 466.88 FEET TO A POINT ON SAID CURVE (WHOSE RADIUS POINT BEARS S32°24'38"E); SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING HEREIN DESCRIBED PARCEL OF LAND; RUN THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE N00°00'00"E A DISTANCE OF 367.65 FEET;

THENCE N87°00'00"W A DISTANCE OF 670.03 FEET;
THENCE S80°00'00"W A DISTANCE OF 373.00 FEET;
THENCE N02°40'49"E A DISTANCE OF 82.00 FEET;
THENCE N72°06'10"W A DISTANCE OF 38.47 FEET;
THENCE S73°20'44"W A DISTANCE OF 60.41 FEET;
THENCE N74°10'10"W A DISTANCE OF 87.21 FEET;
THENCE N27°35'01"W A DISTANCE OF 74.48 FEET;
THENCE N66°43'30"W A DISTANCE OF 38.28 FEET;
THENCE S57°33'06"W A DISTANCE OF 170.60 FEET;
THENCE S00°35'08"E A DISTANCE OF 217.78 FEET;
THENCE S59°00'44"W A DISTANCE OF 130.35 FEET;
THENCE S13°08'21"W A DISTANCE OF 57.76 FEET;
THENCE S13°57'49"E A DISTANCE OF 65.97 FEET;
THENCE S62°00'00"W A DISTANCE OF 106.63 FEET;
THENCE S32°00'00"W A DISTANCE OF 380.00 FEET;
THENCE S16°00'00"W A DISTANCE OF 350.00 FEET;

TO A POINT ON A CIRCULAR CURVE LYING ON THE NORTHERLY RIGHT OF WAY LINE OF SAID PIPERS GLEN BOULEVARD; THENCE EASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1260.00 FEET THROUGH A CENTRAL ANGLE OF 57°00'00" A DISTANCE OF 1253.50 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE N54°00'00"E A DISTANCE OF 850.00 FEET TO THE POINT OF CURVATURE OF CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 840.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°35'22" A DISTANCE OF 52.62 FEET TO THE POINT OF BEGINNING.
SAID HEREIN DESCRIBED PARCEL OF LAND CONTAINING 33.173 ACRES.

RECORDER'S MEMO: Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received.

W/C #12

THIS INSTRUMENT PREPARED BY:

JOHN T. METZGER, ESQ.
GREENBERG, TRAUIG, HOFFMAN,
LIPOFF, ROSEN & QUENTEL, P.A.
777 South Flagler Drive
Suite 310-East
West Palm Beach, FL 33401

FEB-11-1994 11:42am 94-051214
ORR 8120 Pg 857

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is executed by the undersigned as of
the 26 day of January, 1994

RECITALS

A. The undersigned is the owner of a certain ^{GOLF COURSE} parcel of land located in Palm Beach County, Florida, commonly known as Parcel 2 of Pipers Glen PUD and more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Land").

B. The undersigned has entered into that certain Inter-Developer Agreement dated January, 1994 with the owners of various other undeveloped parcels of land located in the Pipers Glen PUD.

NOW, THEREFORE, in consideration of the foregoing, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned acknowledges and agrees that:

1. The undersigned is bound by the terms of the Inter-Developer Agreement, including, ~~without limitation, its obligation to pay its allocable share of the "Costs"~~ for the construction of certain infrastructure improvements to be completed within the Piper's Glen PUD, all on the terms more particularly set forth in the Inter-Developer Agreement.

2. The terms of the Inter-Developer Agreement are hereby incorporated into this Memorandum by reference and made a part hereof.

~~3. The Inter-Developer Agreement creates a lien against the Land for payment of the undersigned's allocable share of the "Costs." Such lien rights may be enforced and released by Chicago Title Insurance Company, acting as the "Escrow Agent" under the Inter-Developer Agreement. All purchasers, lenders and other~~

W:\METZGER\JTB\11-0000-011000\11/19/94

RECORDER'S MEMO: Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received.

ORB 8120 Pg 858

~~third parties may rely upon a release of this Memorandum signed by the Escrow Agent as conclusive proof of the payment of the undersigned's share of the Costs under the Inter-Developer Agreement.~~

4. The terms of this Memorandum and the Interdeveloper Agreement (including all lien rights) will automatically become subordinate to any recorded plat of the Land approved by Palm Beach County without the necessity of any further action or joinder of any party.

5. Neither the Inter-Developer Agreement nor this Memorandum shall grant or create any rights or liens in favor of any party other than the other parties to the Inter-Developer Agreement including, without limitation, in favor of any parties constructing any of the work contemplated by the Inter-Developer Agreement.

6. In the event of conflict between the terms of the Inter-Developer Agreement and the terms of this Memorandum, the terms of the Inter-Developer Agreement shall govern.
*

IN WITNESS WHEREOF, the undersigned has executed this Memorandum as of the day and year first above written, to be effective as of the date of the Inter-Developer Agreement.

Witness:

Karen Radcliffe
Benn Olepank

WESTCHESTER GOLF & COUNTRY CLUB ASSOCIATES,
a Pennsylvania general partnership

By: [Signature]

Name: RALPH DIGIOVANNI

Title: MANAGING PARTNER

Address: WESTCHESTER GOLF & COUNTRY CLUB
12250 WESTCHESTER CLUB DRIVE
BOYNTON BEACH, FL 33437

* 7. The Inter-developer Agreement specifically provides that the Westchester Golf & Country Club Associates is not responsible for the payment of any costs as enumerated therein.

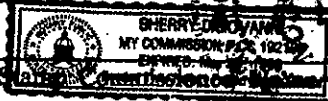
STATE OF FLORIDA
COUNTY OF PALM BEACH

ORB -8120 Ps 859

The foregoing instrument was acknowledged before me this 26 day of January,
1994 by RALPH DIGIOVANNI, as the MANAGING PARTNER of
WESTCHESTER GOLF & COUNTRY CLUB ASSOCIATES, a Pennsylvania general partnership.

Sherry Digiovanni
Notary Public, State of FLORIDA

(Print, Type or
Notary Public)



☒ Personally Known OR ☐ Produced Identification
Type of Identification Produced _____

RECORDERS MEMO: Legibility
of Writing, Typing or Printing
unsatisfactory to this document
when received

WESTCHESTER GOLF COURSE PROPERTY

RECREATION TRACTS "1", "2", "3" AND TRACTS "G", "2", "3"
OF THE PLAT OF PIPERS GLEN NO. 1 (P.U.D.) LYING IN SECTIONS
2 AND 3, TOWNSHIP 46 SOUTH, RANGE 42 EAST AND RECORDED IN
PLAT BOOK 43, PAGES 97-101 PUBLIC RECORDS OF PALM BEACH
COUNTY, FLORIDA. LESS AND EXCEPT THE FOLLOWING DESCRIBED
PARCEL OF LAND, BEING PORTIONS OF SAID TRACTS "3" AND "G":
COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT "G" RUN
S.86°10'00"E. ALONG THE SOUTH LINE OF SAID TRACT "G", A
DISTANCE OF 622.89 FEET TO THE POINT OF BEGINNING OF THE
HEREIN DESCRIBED PARCEL OF LAND, RUN THENCE ALONG THE
EASTERLY LINE OF SAID TRACT "3" S.06°00'00"E. A DISTANCE OF
660.00 FEET; THENCE S.52°00'00"E. A DISTANCE OF 516.78 FEET;
THENCE S.42°46'56"W. A DISTANCE OF 59.72 FEET TO THE POINT
OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS
OF 90.00 FEET; THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG
THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 96°39'18" A
DISTANCE OF 151.83 FEET TO THE POINT OF REVERSE CURVATURE OF
A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 225.00
FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE
THROUGH A CENTRAL ANGLE OF 32°19'01" A DISTANCE OF 126.91
FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO
THE NORTHEAST HAVING A RADIUS OF 125.00 FEET; THENCE
NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL
ANGLE OF 62°17'51" A DISTANCE OF 135.91 FEET TO A POINT OF
REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING
A RADIUS OF 100.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC
OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46°09'09" A
DISTANCE OF 80.55 FEET TO A POINT OF REVERSE CURVATURE OF A
CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 240.00
FEET; THENCE NORTHWESTERLY AND NORTHERLY ALONG THE ARC OF
SAID CURVE THROUGH A CENTRAL ANGLE OF 44°31'30" A DISTANCE
OF 186.51 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE
CONCAVE TO THE WEST HAVING A RADIUS 110.00 FEET; THENCE
NORTHERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE
THROUGH A CENTRAL ANGLE OF 36°57'42" A DISTANCE OF 170.96
FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO
THE EAST HAVING A RADIUS OF 200.00 FEET; THENCE NORTHERLY
AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A
CENTRAL ANGLE OF 93°41'53" A DISTANCE OF 327.07 FEET TO A
POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST
HAVING A RADIUS OF 125.00 FEET; THENCE NORTHEASTERLY AND

EXHIBIT "A"

PAGE 1

NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL
ANGLE OF 76°45'21" A DISTANCE OF 167.46 FEET TO A POINT OF
REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A
RADIUS OF 125.00 FEET; THENCE NORTHERLY AND NORTHEASTERLY
ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF
77°45'17" A DISTANCE OF 169.63 FEET TO THE POINT OF TANGENCY
OF SAID CURVE; THENCE N.45°31'32"E. A DISTANCE OF 246.23
FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH
HAVING A RADIUS OF 79.06 FEET; THENCE NORTHEASTERLY AND
SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL
ANGLE OF 74°38'08" A DISTANCE OF 102.98 FEET TO THE POINT OF
TANGENCY OF SAID CURVE; THENCE S.59°50'20"E. A DISTANCE OF
49.80 FEET; THENCE S.55°00'00"W. A DISTANCE OF 323.89 FEET
TO THE POINT OF BEGINNING.

088
B120 P
B-1

CONTAINING 105.396 ACRES.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL OF LAND.

FROM THE NORTHWEST CORNER OF THE PLAT OF PIPERS GLEN PLAT
NO. 1 (PUD) AS RECORDED IN PLAT BOOK 43 PAGES 97-101, PALM
BEACH COUNTY PUBLIC RECORDS, RUN S.02°31'22"E. ALONG THE
WESTERLY LINE OF SAID PIPERS GLEN PLAT NO. 1 (PUD) A
DISTANCE OF 519.94 FEET; THENCE S.43°27'22"W. A DISTANCE OF
35.95 FEET; THENCE S.02°11'29"E. A DISTANCE OF 80.03 FEET
TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF
LAND. RUN THENCE S.89°26'06"W. ALONG THE SOUTHERLY RIGHT-
OF-WAY LINE OF PIPERS GLEN BOULEVARD (PROPOSED) A DISTANCE
OF 715.00 FEET TO THE POINT OF CURVATURE OF CURVE TO THE
SOUTH EAST, HAVING A RADIUS OF 760.00 FEET, THENCE
SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL
ANGLE OF 27°34'00" A DISTANCE OF 365.66 FEET; THENCE
S.77°00'00"E. A DISTANCE OF 813.60 FEET; THENCE
S.11°00'00"E. A DISTANCE OF 312.69 FEET; THENCE
S.36°00'00"E. A DISTANCE OF 247.96 FEET; THENCE
S.06°00'00"W. A DISTANCE OF 650.00 FEET; THENCE
S.36°00'00"W. A DISTANCE OF 320.00 FEET; THENCE
S.90°00'00"W. A DISTANCE OF 600.00 FEET; THENCE
S.75°00'00"W. A DISTANCE OF 299.99 FEET; THENCE
N.81°00'00"W. A DISTANCE OF 496.34 FEET; THENCE
N.90°00'00"W. A DISTANCE OF 650.00 FEET; THENCE
N.78°00'00"W. A DISTANCE OF 630.00 FEET; THENCE
N.20°00'00"W. A DISTANCE OF 490.00 FEET; THENCE
N.09°00'00"E. A DISTANCE OF 280.00 FEET; TO A POINT ON A
CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1340.00
FEET AND WHOSE CENTER BEARS N.20°16'10"E.; THENCE
NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AND ALONG THE
SOUTHERLY RIGHT-OF-WAY LINE OF PIPERS GLEN BOULEVARD.

ORB 8120 Pa 862

(PROPOSED) THROUGH A CENTRAL ANGLE OF $00^{\circ}43'50''$ A DISTANCE OF 17.08 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE $N.69^{\circ}00'00''W.$ A DISTANCE OF 228.41 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE RUN $S.27^{\circ}00'00''W.$ A DISTANCE OF 240.00 FEET; THENCE $S.00^{\circ}00'00''W.$ A DISTANCE OF 240.00 FEET; THENCE $S.26^{\circ}00'00''E.$ A DISTANCE OF 902.50 FEET; THENCE $S.00^{\circ}00'00''W.$ A DISTANCE OF 318.46 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE LAKE WORTH DRAINAGE DISTRICT L-29 CANAL; THENCE $S.89^{\circ}58'27''E.$ ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 461.46 FEET TO A POINT ON THE EAST LINE OF SECTION 4, TOWNSHIP 46 SOUTH, RANGE 42 EAST; THENCE ALONG SAID EAST LINE $N.00^{\circ}35'08''W.$ A DISTANCE OF 285.41 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 4; THENCE CONTINUING ALONG SAID EAST LINE $N.00^{\circ}35'08''W.$ A DISTANCE OF 40.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 40.00 FEET OF THE NORTH HALF OF SECTION 3, TOWNSHIP 46 SOUTH, RANGE 42 EAST; THENCE ALONG SAID NORTH LINE $N.89^{\circ}29'26''E.$ A DISTANCE OF 2622.68 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF JOG ROAD AS SHOWN ON THE PLAT OF PIPERS GLEN PLAT NO. 1 (P.U.D.) AS RECORDED IN PLAT BOOK 43, PAGES 97-101 PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE $N.00^{\circ}33'54''W.$ ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 1947.14 FEET; THENCE $N.45^{\circ}33'54''W.$ A DISTANCE OF 35.36 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 42.394 ACRES.

AND TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL OF LAND:

A PARCEL OF LAND LYING IN SECTIONS 3 AND 4, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY FLORIDA, BEING DESCRIBED AS FOLLOWS.

FROM THE NORTHWEST CORNER OF THE PLAT OF PIPERS GLEN PLAT NO. 1 (P.U.D.) AS RECORDED IN PLAT BOOK 43, PAGES 97-101 PALM BEACH COUNTY PUBLIC RECORDS, AND POINT OF BEGINNING, RUN $S.02^{\circ}31'22''E.$ ALONG THE WESTERLY LINE OF SAID PIPERS GLEN PLAT NO. 1 (P.U.D.) A DISTANCE OF 519.94 FEET; THENCE $S.43^{\circ}27'22''W.$ ALONG SAID WESTERLY LINE A DISTANCE OF 358.95 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF PIPERS GLEN BOULEVARD (PROPOSED), THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE $S.89^{\circ}26'06''W.$ A DISTANCE OF 712.73 FEET TO THE POINT OF CURVATURE OF CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 840.00 FEET; THENCE SOUTHERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $31^{\circ}50'44''$ A DISTANCE OF 466.88 FEET TO A POINT OF SAID CURVE (WHOSE RADIUS POINT BEARS $S.32^{\circ}24'38''E.$); THENCE LEAVING

DB 8120 79 863

SAID NORTHERLY RIGHT-OF-WAY LINE N.00°00'00"E. A DISTANCE OF 367.65 FEET.

THENCE N.87°00'00"W. A DISTANCE OF 670.03 FEET; THENCE S.80°00'00"W. A DISTANCE OF 373.00 FEET; THENCE N.02°40'49"E. A DISTANCE OF 82.00 FEET; THENCE N.72°06'10"W. A DISTANCE OF 38.47 FEET; THENCE S.73°20'44"W. A DISTANCE OF 60.41 FEET; THENCE N.74°10'10"W. A DISTANCE OF 87.21 FEET; THENCE N.27°35'01"W. A DISTANCE OF 74.48 FEET; THENCE N.66°43'30"W. A DISTANCE OF 38.28 FEET; THENCE S.57°33'06"W. A DISTANCE OF 170.60 FEET; THENCE S.00°35'08"E. A DISTANCE OF 217.78 FEET; THENCE S.59°00'44"W. A DISTANCE OF 130.35 FEET; THENCE S.13°08'21"W. A DISTANCE OF 57.76 FEET; THENCE S.13°57'49"E. A DISTANCE OF 65.97 FEET; THENCE S.62°00'00"W. A DISTANCE OF 106.63 FEET; THENCE S.32°00'00"W. A DISTANCE OF 380.00 FEET; THENCE S.16°00'00"W. A DISTANCE OF 350.00 FEET; TO A POINT ON A CIRCULAR CURVE LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PIPERS GLEN BOULEVARD (P. OPEN E); THENCE N.69°00'00"W. A DISTANCE OF 220.00 FEET; LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE RUN N.14°00'00"E. A DISTANCE OF 683.50 FEET; THENCE N.20°00'00"W. A DISTANCE OF 130.00 FEET; THENCE N.45°00'00"W. A DISTANCE OF 1215.54 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF LAKE WORTH DRAINAGE DISTRICT CANAL L-28; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE S.89°58'27"E. A DISTANCE OF 593.35 FEET; THENCE N.49°28'26"E. A DISTANCE OF 53.83 FEET; THENCE S.89°58'27"E. A DISTANCE OF 123.99 FEET TO A POINT ON THE EAST LINE OF SECTION 4, TOWNSHIP 46 SOUTH, RANGE 42 EAST; THENCE ALONG SAID EAST LINE N.00°35'08"W. A DISTANCE OF 105.14 FEET; THENCE N.49°28'26"E. A DISTANCE OF 248.55 FEET; THENCE N.89°47'01"E. A DISTANCE OF 2412.97 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 32.943 ACRES.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PORTION OF SAID RECREATION TRACT "2".

A PORTION OF RECREATION TRACT "2" OF THE PLAT OF PIPERS GLEN NO. 1 (P.U.D.) LYING IN SECTION 2, TOWNSHIP 46 SOUTH, RANGE 42 EAST AND RECORDED IN PLAT BOOK 43, PAGES 97-101, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. SAID PORTION BEING DESCRIBED AS FOLLOWS FROM THE SOUTHWEST CORNER OF SAID RECREATION TRACT "2" BEING THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF THE LAKE WORTH DRAINAGE DISTRICT L-29 CANAL AND THE EASTERLY RIGHT-OF-WAY OF EL CLAIR RANCH ROAD (108 FOOT WIDE) ACCORDING TO THE SAID PLAT OF PIPERS GLEN NO. 1; RUN THENCE N00°36'22"W ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1318.27

Return to: (enclose self-addressed stamped envelope)

Name

Address:

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

ORB 8120 Ps 864
RECORD VERIFIED DOROTHY H WILKEN
CLERK OF THE COURT - PB COUNTY, FL

FEET; THENCE N44°23'28"E A DISTANCE OF 28.28 FEET TO THE POINT OF BEGINNING. CONTINUE THENCE N44°23'28"E A DISTANCE OF 7.05 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PIPERS GLEN BOULEVARD; THENCE N89°23'28"E A DISTANCE OF 601.09 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 840.00 FEET THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°23'28" A DISTANCE OF 64.38 FEET; THENCE S05°00'00"E ALONG THE PERIMETER BOUNDARY OF SAID RECREATION TRACT "2" A DISTANCE OF 110.00 FEET; THENCE S77°00'00"W A DISTANCE OF 550.00 FEET; THENCE S44°04'00"W A DISTANCE OF 120.05 FEET; THENCE S10°00'00"E A DISTANCE OF 170.00 FEET; THENCE LEAVING SAID PERIMETER BOUNDARY OF RECREATION TRACT "2" RUN THENCE N63°34'47"W A DISTANCE OF 95.36 FEET; THENCE N00°36'32"W A DISTANCE OF 430.00 FEET TO THE POINT OF BEGINNING.

SAID HEREIN DESCRIBED PARCEL CONTAINING 3.199 ACRES.

AND SAID ENTIRE GOLF COURSE PROPERTY CONTAINING 177.534 ACRES.

RECORDER'S MEMO: Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received.

THIS INSTRUMENT PREPARED BY:
MICHAEL G. PARK, ESQ.
GREENBERG, TRAUIG, HOFFMAN,
LIPOFF, ROSEN & QUENTEL, P.A.
777 S. Flagler Drive, Suite 310E
West Palm Beach, Florida 33401

JUL-14-1995 11:55am 95-223654
ORB 8835 Pg 327
1
Con 10.00 Dec .70

Will Call Box #42

DECLARATION OF DRAINAGE EASEMENT

THIS DECLARATION OF DRAINAGE EASEMENT ("Drainage Easement") is made this 14th day of July, 1995, by RALPH DIGIOVANNI (the "Grantor") in favor of Westchester Community Master Association, Inc., a Florida corporation not-for-profit ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of certain property located in Palm Beach County, Florida, known as the Golf Course Property of Piper's Glen PUD and more particularly described on Exhibit "A" attached hereto (the "Golf Course Property"); and

WHEREAS, Grantee is the owner of certain property adjacent to the Golf Course Property known as the western extension of Piper's Glen Boulevard, designated as Tract "A" on the Plat of Piper's Glen Boulevard Extension recorded in Plat Book 74, Pages 159 and 160 of the Public Records of Palm Beach County, Florida (the "Roadway Property") and as shown on Exhibit "B" attached hereto; and

WHEREAS, in connection with the development of the Roadway Property, the County of Palm Beach requires that a non-exclusive easement be established for drainage purposes on the Golf Course Property for the benefit of the Roadway Property, including, but not limited to, any future owner or owners of the Roadway Property, their successors and assigns and their respective agents, employees, invitees, licensees, tenants and mortgagees.

NOW, THEREFORE, in consideration of the sum of One (\$1.00) Dollar and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby declares:

1. A non-exclusive perpetual easement for the benefit of the Roadway Property, including, but not limited to, any future owner or owners of the Roadway Property, their successors and assigns and their respective agents, employees, invitees, licensees, tenants and mortgagees, for purposes of providing drainage to and from the Roadway Property is hereby granted on, over, above and through that portion of the Golf Course Property described on Exhibit "B" attached hereto (the "Easement Area"). Such easement shall include the right to construct, maintain, lay, install, operate, relocate, repair, replace, improve and inspect such drainage facilities and all appurtenances related thereto, at the Grantee's sole cost and expense, with the full right to ingress and egress therefor and to provide flowage and storage of stormwater from portions of the Roadway Property on and through the Easement Area, as may be necessary for the drainage of the Roadway Property.

2. Grantor hereby reserves all rights with respect to the Easement Area not specifically granted by this instrument.

3. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

4. All provisions of this instrument shall run with the land and shall be binding upon and inure to Grantor's and Grantee's successors and assigns.

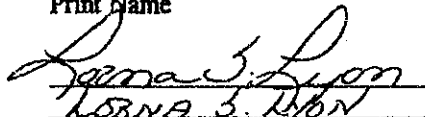
5. Grantor does hereby fully warrant that Grantor has good title to the Golf Course Property and that it has full power and authority to grant this easement.

IN WITNESS WHEREOF, Grantor has executed this Drainage Easement the date first above written.

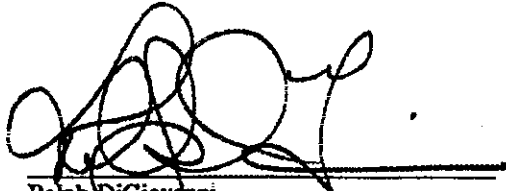
Signed, sealed and delivered
in the presence of:


7-11-95 B.L. LAMORTE

Print Name


LORNA S. LYON


Print Name


Ralph DiGiovanni

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 11th day of July, 1995, by Ralph DiGiovanni, who is personally known to me or has produced _____ as identification.


Notary Public
THEA H. WORTHINGTON.

Typed, Printed or Stamped
Name of Notary

(SEAL)

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JULY 31, 1995
BONDED THIRD GENERAL INS. UND.

EXHIBIT "A"

WESTCHESTER GOLF COURSE PROPERTY

RECREATION TRACTS "1", "2", "3" AND TRACTS "G", "Z" LIES
OF THE PLAT OF PIPERS GLEN NO. 1 (P.U.D.) LYING IN SECTIONS
2 AND 3, TOWNSHIP 46 SOUTH, RANGE 42 EAST AND RECORDED IN
PLAT BOOK 43, PAGES 97-101 PUBLIC RECORDS OF PALM BEACH
COUNTY, FLORIDA. LESS AND EXCEPT THE FOLLOWING DESCRIBED
PARCEL OF LAND, BEING PORTIONS OF SAID TRACTS "3" AND "G":

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT "G" RUN
S. 88° 10' 00" E. ALONG THE SOUTH LINE OF SAID TRACT "G", A
DISTANCE OF 622.89 FEET TO THE POINT OF BEGINNING OF THE
HEREIN DESCRIBED PARCEL OF LAND, RUN THENCE ALONG THE
EASTERLY LINE OF SAID TRACT "3" S. 06° 00' 00" E. A DISTANCE OF
660.00 FEET; THENCE S. 52° 00' 00" E. A DISTANCE OF 516.78 FEET;
THENCE S. 42° 46' 56" W. A DISTANCE OF 59.72 FEET TO THE POINT
OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS
OF 90.00 FEET; THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG
THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 96° 39' 18" A
DISTANCE OF 151.83 FEET TO THE POINT OF REVERSE CURVATURE OF
A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 225.00
FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE
THROUGH A CENTRAL ANGLE OF 32° 19' 01" A DISTANCE OF 126.00
FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO
THE NORTHEAST HAVING A RADIUS OF 125.00 FEET; THENCE
NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL
ANGLE OF 62° 17' 51" A DISTANCE OF 135.91 FEET TO A POINT OF
REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING
A RADIUS OF 100.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC
OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46° 09' 09" A
DISTANCE OF 80.55 FEET TO A POINT OF REVERSE CURVATURE OF A
CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 240.00
FEET; THENCE NORTHWESTERLY AND NORTHERLY ALONG THE ARC OF
SAID CURVE THROUGH A CENTRAL ANGLE OF 44° 31' 30" A DISTANCE
OF 186.51 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE
CONCAVE TO THE WEST HAVING A RADIUS 110.00 FEET; THENCE
NORTHERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE
THROUGH A CENTRAL ANGLE OF 36° 57' 42" A DISTANCE OF 70.26
FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO
THE EAST HAVING A RADIUS OF 200.00 FEET; THENCE NORTHERLY
AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A
CENTRAL ANGLE OF 93° 41' 53" A DISTANCE OF 327.07 FEET TO A
POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST
HAVING A RADIUS OF 125.00 FEET; THENCE NORTHEASTERLY AND

NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 76°45'21" A DISTANCE OF 167.46 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 125.00 FEET; THENCE NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 77°45'17" A DISTANCE OF 169.63 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.45°31'32"E. A DISTANCE OF 246.23 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 79.06 FEET; THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 74°38'08" A DISTANCE OF 102.98 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.59°50'20"E. A DISTANCE OF 49.80 FEET; THENCE S.55°00'00"W. A DISTANCE OF 323.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 105.396 ACRES.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL OF LAND.

FROM THE NORTHWEST CORNER OF THE PLAT OF PIPERS GLEN PLAT NO. 1 (PUD) AS RECORDED IN PLAT BOOK 43 PAGES 97-101, PALM BEACH COUNTY, PUBLIC RECORDS, RUN S.02°31'22"E. ALONG THE WESTERLY LINE OF SAID PIPERS GLEN PLAT NO. 1 (PUD) A DISTANCE OF 319.24 FEET; THENCE S.43°27'22"W. A DISTANCE OF 35.25 FEET; THENCE N.02°11'29"E. A DISTANCE OF 80.03 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND. RUN THENCE S.89°16'06"W. ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF PIPERS GLEN BOULEVARD (PROPOSED) A DISTANCE OF 715.00 FEET TO THE POINT OF CURVATURE OF CURVE TO THE SOUTH EAST, HAVING A RADIUS OF 760.00 FEET, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°34'00" A DISTANCE OF 365.66 FEET; THENCE S.77°00'00"E. A DISTANCE OF 813.60 FEET; THENCE S.11°00'00"E. A DISTANCE OF 312.69 FEET; THENCE S.36°00'00"E. A DISTANCE OF 247.96 FEET; THENCE S.06°00'00"W. A DISTANCE OF 650.00 FEET; THENCE S.36°00'00"W. A DISTANCE OF 320.00 FEET; THENCE S.90°00'00"W. A DISTANCE OF 600.00 FEET; THENCE S.75°00'00"W. A DISTANCE OF 299.99 FEET; THENCE N.81°00'00"W. A DISTANCE OF 496.34 FEET; THENCE N.90°00'00"W. A DISTANCE OF 650.00 FEET; THENCE N.78°00'00"W. A DISTANCE OF 630.00 FEET; THENCE N.20°00'00"W. A DISTANCE OF 490.00 FEET; THENCE N.09°00'00"E. A DISTANCE OF 280.00 FEET; TO A POINT ON A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1340.00 FEET AND WHOSE CENTER BEARS N.20°16'10"E.; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF PIPERS GLEN BOULEVARD.

(PROPOSED) THROUGH A CENTRAL ANGLE OF 00°43'50" A DISTANCE OF 17.08 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE N.69°00'00"W. A DISTANCE OF 228.41 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE RUN S.27°00'00"W. A DISTANCE OF 240.00 FEET; THENCE S.00°00'00"W. A DISTANCE OF 240.00 FEET; THENCE S.26°00'00"E. A DISTANCE OF 902.50 FEET; THENCE S.00°00'00"W. A DISTANCE OF 318.46 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE LAKE WORTH DRAINAGE DISTRICT L-29 CANAL; THENCE S.89°58'27"E. ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 461.46 FEET TO A POINT ON THE EAST LINE OF SECTION 4, TOWNSHIP 46 SOUTH, RANGE 42 EAST; THENCE ALONG SAID EAST LINE N.00°35'08"W. A DISTANCE OF 285.41 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 4; THENCE CONTINUING ALONG SAID EAST LINE N.00°35'08"W. A DISTANCE OF 40.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 40.00 FEET OF THE NORTH HALF OF SECTION 3, TOWNSHIP 46 SOUTH, RANGE 42 EAST; THENCE ALONG SAID NORTH LINE N.89°29'26"E. A DISTANCE OF 2622.68 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF JOG ROAD AS SHOWN ON THE PLAT OF PIPERS GLEN PLAT NO. 20 (P.U.D.) AS RECORDED IN PLAT BOOK 43, PAGES 97-101 PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N.00°33'55"E. ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 1947.14 FEET; THENCE N.45°33'54"W. A DISTANCE OF 35.36 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 42.394 ACRES.

AND TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL OF LAND:

A PARCEL OF LAND LYING IN SECTIONS 3 AND 4, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY FLORIDA, BEING DESCRIBED AS FOLLOWS.

FROM THE NORTHWEST CORNER OF THE PLAT OF PIPERS GLEN PLAT NO. 20 (P.U.D.) AS RECORDED IN PLAT BOOK 43, PAGES 97-101 PALM BEACH COUNTY PUBLIC RECORDS; AND POINT OF BEGINNING RUN S.02°31'22"E. ALONG THE WESTERLY LINE OF SAID PIPERS GLEN PLAT NO. 20 (P.U.D.) A DISTANCE OF 519.94 FEET; THENCE S.43°27'22"W. ALONG SAID WESTERLY LINE A DISTANCE OF 35.95 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF PIPERS GLEN BOULEVARD (PROPOSED); THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE S.89°26'06"W. A DISTANCE OF 712.73 FEET TO THE POINT OF CURVATURE OF CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 840.00 FEET; THENCE SOUTHERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31°50'44" A DISTANCE OF 466.88 FEET TO A POINT OF SAID CURVE (WHOSE RADIUS POINT BEARS S.32°24'38"E.); THENCE LEAVING

SAID NORTHERLY RIGHT-OF-WAY LINE N.00°00'00"E. A DISTANCE OF 367.65 FEET.
 THENCE N.87°00'00"W. A DISTANCE OF 670.03 FEET; THENCE S.80°00'00"W. A DISTANCE OF 373.00 FEET; THENCE N.02°40'49"E. A DISTANCE OF 82.00 FEET; THENCE N.72°06'10"W. A DISTANCE OF 38.47 FEET; THENCE S.73°20'44"W. A DISTANCE OF 60.41 FEET; THENCE N.74°10'10"W. A DISTANCE OF 87.21 FEET; THENCE N.27°35'01"W. A DISTANCE OF 74.48 FEET; THENCE N.66°43'30"W. A DISTANCE OF 38.28 FEET; THENCE S.57°33'06"W. A DISTANCE OF 170.60 FEET; THENCE S.00°35'08"E. A DISTANCE OF 217.78 FEET; THENCE S.59°00'44"W. A DISTANCE OF 130.35 FEET; THENCE S.13°08'21"W. A DISTANCE OF 57.76 FEET; THENCE S.18°57'49"E. A DISTANCE OF 65.97 FEET; THENCE S.62°00'00"W. A DISTANCE OF 106.63 FEET; THENCE S.32°00'00"W. A DISTANCE OF 180.00 FEET; THENCE S.16°00'00"W. A DISTANCE OF 350.00 FEET TO A POINT ON A CIRCULAR CURVE LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PIPERS GLEN BOULEVARD (R. OF 811'11"). THENCE N.69°00'00"W. A DISTANCE OF 220.00 FEET; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE RUN N.14°00'00"E. A DISTANCE OF 483.50 FEET; THENCE N.20°00'00"W. A DISTANCE OF 110.00 FEET; THENCE N.45°00'00"W. A DISTANCE OF 125.54 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF LAKE NORTH DRAINAGE DISTRICT CANAL L-28; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE S.89°58'27"E. A DISTANCE OF 595.35 FEET; THENCE N.49°28'26"E. A DISTANCE OF 53.83 FEET; THENCE S.49°58'27"E. A DISTANCE OF 123.99 FEET TO A POINT ON THE EAST LINE OF SECTION 4, TOWNSHIP 46 SOUTH, RANGE 42 EAST; THENCE ALONG SAID EAST LINE N.00°35'08"W. A DISTANCE OF 105.00 FEET; THENCE N.49°28'26"E. A DISTANCE OF 248.55 FEET; THENCE S.89°58'27"E. A DISTANCE OF 2412.97 FEET TO THE POINT OF BEGINNING.

LAND PARCEL CONTAINING 32.943 ACRES.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PORTION OF SAID RECREATION TRACT "2".

A PORTION OF RECREATION TRACT "2" OF THE PLAT OF PIPERS GLEN NO. 11 (FUND.) LYING IN SECTION 2, TOWNSHIP 46 SOUTH RANGE 42 EAST AND RECORDED IN PLAT BOOK 43, PAGES 97-101, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAID PORTION BEING DESCRIBED AS FOLLOWS

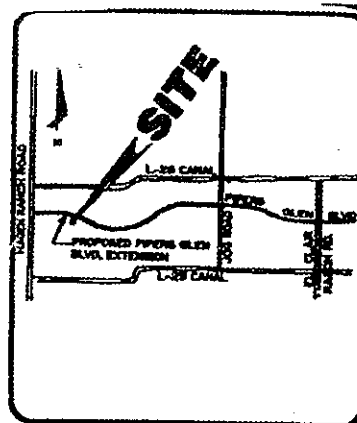
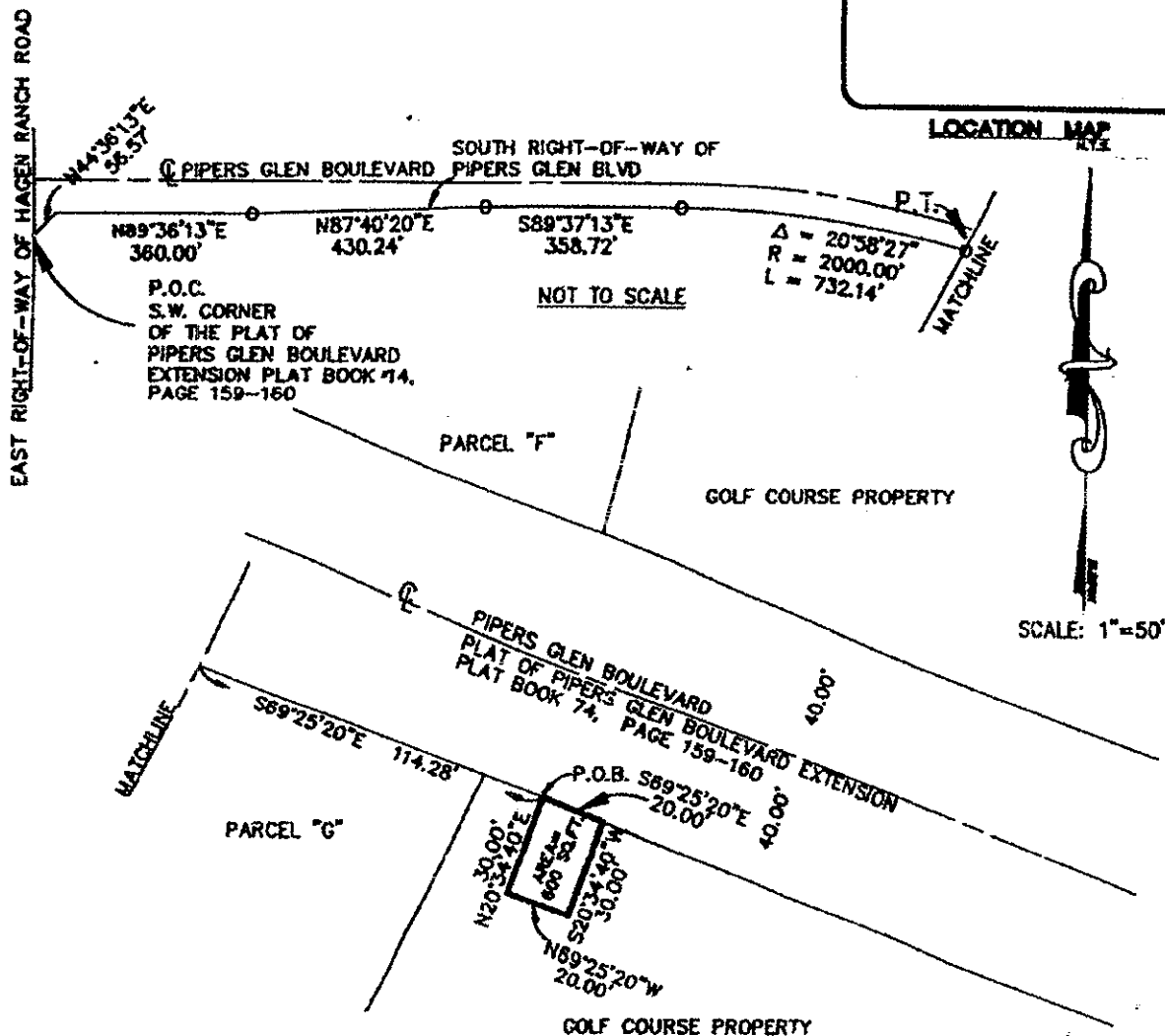
FROM THE SOUTHWEST CORNER OF SAID RECREATION TRACT "2" BEING THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF THE LAKE NORTH DRAINAGE DISTRICT L-29 CANAL AND THE EASTERLY RIGHT-OF-WAY OF EL CLAIR RANCH ROAD (108 FOOT WIDE) ACCORDING TO THE SAID PLAT OF PIPERS GLEN NO. 1; RUN THENCE N00°36'02"W. ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1311.27

FEET; THENCE N44°23'28"E A DISTANCE OF 28.28 FEET TO THE POINT OF BEGINNING. CONTINUE THENCE N44°23'28"E A DISTANCE OF 7.05 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PIPERS GLEN BOULEVARD; THENCE N89°23'28"E A DISTANCE OF 601.09 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 840.00 FEET THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°23'28" A DISTANCE OF 64.38 FEET; THENCE S05°00'00"E ALONG THE PERIMETER BOUNDARY OF SAID RECREATION TRACT 2 A DISTANCE OF 110.00 FEET; THENCE S77°00'00"W A DISTANCE OF 550.00 FEET; THENCE S44°04'00"W A DISTANCE OF 120.05 FEET; THENCE S10°00'00"E A DISTANCE OF 170.00 FEET; THENCE LEAVING SAID PERIMETER BOUNDARY OF RECREATION TRACT 2 THENCE N63°34'47"W A DISTANCE OF 95.36 FEET; THENCE N00°36'32"W A DISTANCE OF 430.00 FEET TO THE POINT OF BEGINNING. SAID HEREIN DESCRIBED PARCEL CONTAINING 3.199 ACRES. AND SAID ENTIRE GOLF COURSE PROPERTY CONTAINING 177.534 ACRES.

ABBREVIATIONS

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING

SECTION 4
TOWNSHIP 46 S.
RANGE 42 E.

**LOCATION MAP**

SKETCH OF DESCRIPTION

THIS IS NOT A SURVEY

FOR

PIPERS GLEN BOULEVARD

SCALE: 1"=50'

DRAWN BY: C.A.R.

CHECKED BY: G. RAYMAN

DATE: 06/08/1995



**Shalloway, Foy,
Rayman & Newell, Inc.**

ENGINEERS - PLANNERS - SURVEYORS
1201 BENTLEY ROAD, WEST PALM BEACH, FLORIDA 33406, (407) 266-1181

FIELD BOOK W

SHEET:

1 / 2

JOB NO

FLORIDA R.L.S.

94047.10

RECORDER'S MEMO: Legibility of document
unsatisfactory when received.

**LEGAL DESCRIPTION
DRAINAGE EASEMENT - PIPER'S GLEN BOULEVARD**

A PARCEL OF LAND LYING IN SECTION 4, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTHWEST CORNER OF THE PLAT OF PIPER'S GLEN BOULEVARD EXTENSION AS SHOWN ON SAID PLAT RECORDED IN PLAT BOOK 74, PAGES 159 AND 160, PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA, RUN ALONG THE SOUTH LINE OF SAID PLAT N44°36'13"E A DISTANCE OF 56.57 FEET; THENCE N89°36'13"E A DISTANCE OF 360.00 FEET; THENCE N87°40'20"E A DISTANCE OF 430.24 FEET; THENCE N89°37'13"E A DISTANCE OF 358.72 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 2000.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°58'27" A DISTANCE OF 732.14 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S69°25'20"E A DISTANCE OF 114.28 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUE ALONG THE SAID SOUTH LINE OF PIPER'S GLEN BOULEVARD S69°25'20"E A DISTANCE OF 20.00 FEET; THENCE LEAVING SAID SOUTH LINE S20°34'40"W A DISTANCE OF 30.00 FEET; THENCE N69°25'20"W A DISTANCE OF 20.00 FEET; THENCE N20°34'40"E A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF PIPER'S GLEN BOULEVARD AND POINT OF BEGINNING.

CONTAINING 600 SQUARE FEET MORE OR LESS.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE SKETCH REPRESENTED HEREON COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS, AS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

- NOTE:
1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.
 2. THE SKETCH IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENT'S REPRESENTATIVE.
 3. THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.

GARY M. P. RAYMAN, R.L.S. #2633
STATE OF FLORIDA

SKETCH OF DESCRIPTION

FOR:

PIPERS GLEN BOULEVARD

SCALE: NA
DRAWN BY:
CHECKED BY:
G. RAYMAN
DATE:
6/8/95



Shalloway, Foy,
Rayman & Newell, Inc.

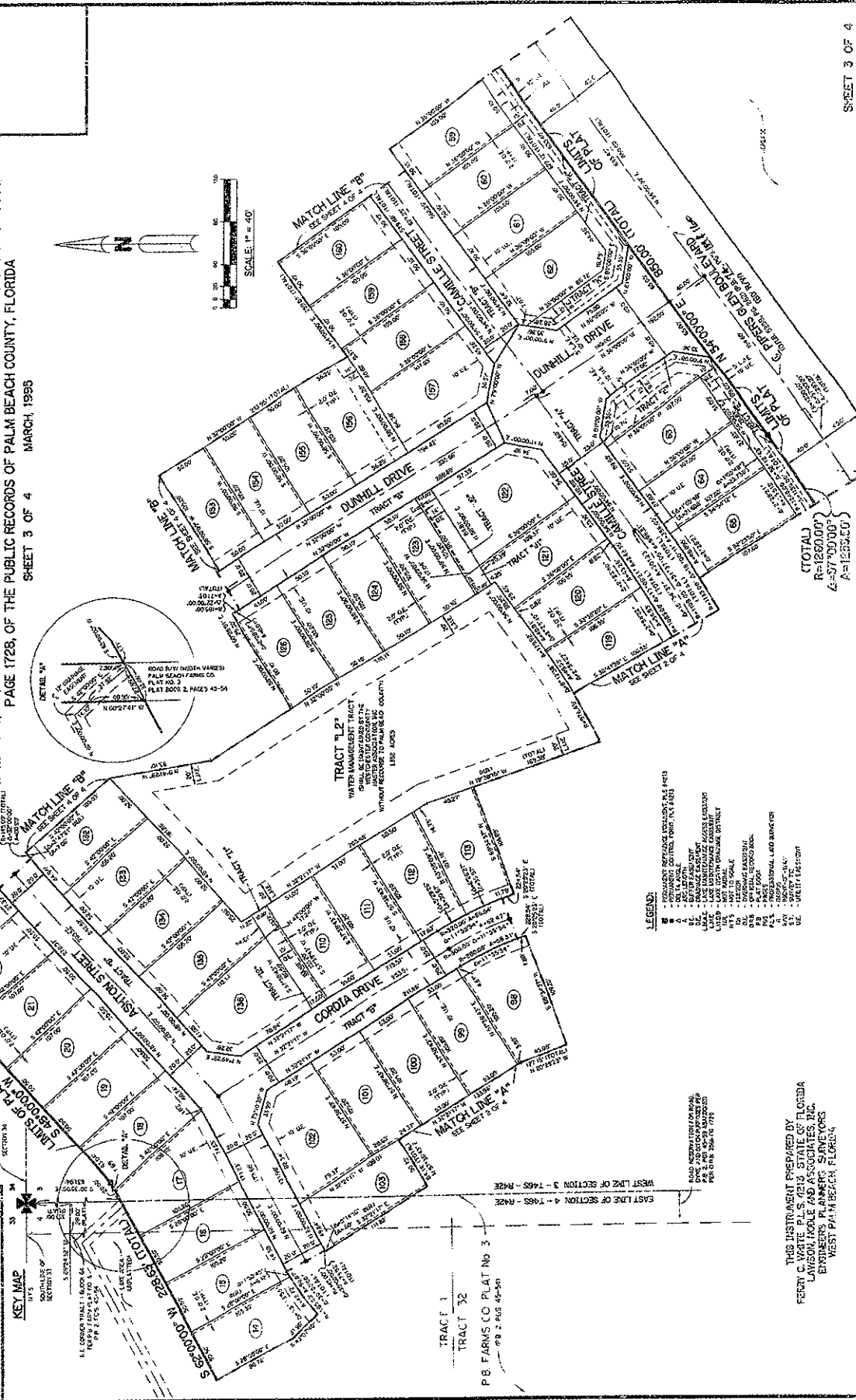
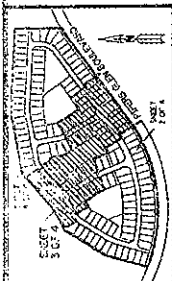
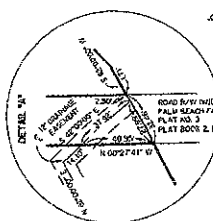
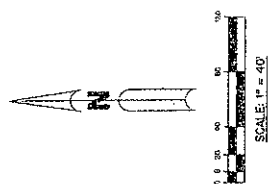
Engineers • Planners • Surveyors
Telephone: (407) 655-1151 Fax: (407) 832-9390
1201 Belvedere Road, West Palm Beach, Florida 33405

FIELD BOOK NO:	SHEET:
	2 / 2
FLORIDA R.L.S. # 2633	JOB NO: 9404710

PLANNED UNIT DEVELOPMENT

BEING A PARCEL OF LAND LYING IN SECTIONS 3 AND 4, TOWNSHIP 46 SOUTH, RANGE 42 EAST, AND A PORTION OF TRACTS 1, 31, AND 32 OF BLOCK 64 OF PALM BEACH FARMS COMPANY PLAT NO. 3, AS RECORDED IN PLAT BOOK 2 PAGES 45 THROUGH 54, INCLUSIVE, AND THAT RIGHT-OF-WAY ABANDONED ACCORDING TO OFFICIAL RECORD BOOK 3556, PAGE 1728, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

SHEET 3 OF 4 MARCH, 1995



THIS INSTRUMENT PREPARED BY
 FERRY C. WHITE P.L.S. 4213 STATE OF FLORIDA
 LAWSON, HOBLE AND ASSOCIATES, P.C.
 ENGINEERS PLANNERS SURVEYORS
 WEST PALM BEACH, FLORIDA

