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Palm Beach County, Florida
Sharon R. Bock,CLERK & COMPTROLLER
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Prepared by and Return To:
Andrew P. Speranzini, Esquire
Randall K. Roger & Associates, P.A.
621 NW 53rd Street, Suite 300
Boca Raton, Florida 33487

CERTIFICATE OF REVITALIZATION OF THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR WINDWOOD

WE HEREBY CERTIFY that the attached Declaration of Covenants and Restrictions for Windwood ("Declaration"), as amended (which amendments are also attached hereto), together with the attached Articles of Incorporation and Bylaws, which Declaration was originally recorded in Official Records Book 3651, Page 1, in the Public Records of Palm Beach County, Florida, have been revitalized pursuant to the procedures specified in Section 720.403 through Section 720.407, Florida Statutes. Accordingly, pursuant to Section 720.407, Florida Statutes, the President and Secretary of Windwood Homeowners Association, Inc. ("Association"), on behalf of the Association, hereby execute this Certificate of Revitalization, and their signatures herein shall be deemed to be the President's and Secretary's signature on the revived Declaration and other governing documents approved by the Florida Department of Economic Opportunity.

IN WITNESS WHEREOF, we have affixed our hands this 1 day of JUNE, 2017, in Palm Beach County, Florida.

Executed in the presence of (as to both signatures):

Signature of Witness

Sally Ann Celano
Printed Name of Witness

Signature of Witness

Tiffany Armijos
Printed Name of Witness

OFFICERS OF ASSOCIATION

By: _____
Neal Tempel, President

By: _____
William Dickey, Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

On this 1st day of June, 2017, personally appeared Neal Tempel and William Dickey, the President and Secretary, respectively, of Windwood Homeowners Association, Inc., who are personally known to me or who produced a driver's license as identification, and acknowledged that he executed the foregoing Certificate of Revitalization for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

Cynthia Santoro
NOTARY PUBLIC

My Commission Expires:

CYNTHIA SANTORO
MY COMMISSION # FF 121109
EXPIRES: May 29, 2018
Bonded Thru Budget Notary Services

Rick Scott
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Cissy Proctor
EXECUTIVE DIRECTOR

FINAL ORDER NO. DEO-17-128

May 22, 2017

Randall K. Roger & Associates, P.A.
Andrew P. Speranzini, Esq.
621 NW 53rd Street, Suite 300
Boca Raton, Florida 33487

Re: Windwood Homeowners Association

The Department has completed its review of the proposed revived declaration of covenants and other governing documents for Windwood Homeowners Association and has determined that that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the revitalization of the homeowners' documents and covenants is approved.

This revitalization will not be considered effective until the requirements delineated in sections 720.407(1)-(3), of the Florida Statutes, have been completed.

Section 720.407(4), Florida Statutes, requires that a complete copy of all the approved, recorded documents be mailed or hand delivered to the owner of each affected parcel. The revitalized declaration and other governing documents will be effective upon recordation in the public records.

If you have any questions concerning this matter, please contact Rozell McKay, Government Analyst I, at (850) 717-8480.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS ORDER HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, MEDIATION IS NOT AVAILABLE TO SETTLE ADMINISTRATIVE DISPUTES.

ANY PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THE FINAL ORDER. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK
DEPARTMENT OF ECONOMIC OPPORTUNITY
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON ST., MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX 850-921-3230
AGENCY.CLERK@DEO.MYFLORIDA.COM

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF RECEIPT OF THE FINAL ORDER.

FINAL ORDER NO. DEO-17-128

NOTICE OF FILING AND SERVICE

I HEREBY CERTIFY that the above document was filed with the Department's designated Agency Clerk and that true and correct copies were furnished to the persons listed below in the manner described on the 22nd day of May, 2017.

Stephanie Chatte
Agency Clerk
Department of Economic Opportunity
107 East Madison Street, MSC 110
Tallahassee, FL 32399-4128

By Certified U. S. Mail:

Randall K. Roger & Associates, P.A.
Andrew P. Speranzini, Esq.
621 NW 53rd Street, Suite 300
Boca Raton, Florida 33487

By interoffice delivery:

Rozell McKay, Government Analyst I, Division of Community Planning

88 (HE31.PH2)6 81 218615

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DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

WINDWOOD

WHEREAS, VERSATILE INVESTMENT PROPERTIES, INC., a Florida corporation, (hereinafter referred to as the "Developer"), and MONROE GELB and CARL A. SPATZ, AS TRUSTEES (hereinafter collectively referred to as the "Trustees"), are the owners of that certain real property commonly known as WINDWOOD, as legally described in Exhibit "A" attached hereto and made a part hereof (the "Property" or "Windwood"); and

WHEREAS, the Developer and the Trustees are hereinafter collectively referred to as the "Declarant"; and,

WHEREAS, the Declarant wishes to provide for the preservation and enhancement of the property values, amenities, and opportunities within WINDWOOD in order to contribute to the personal and general health, safety, and welfare of the property owners and residents therein, and in order to maintain the land and improvements therein, and to this end wishes to subject the Property to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions hereinafter set forth; and

WHEREAS, at or about the time of recording of this instrument the Declarant has caused to be incorporated under the laws of the State of Florida, Windwood Homeowners Association, Inc., a corporation not for profit (the "Association"), to provide an entity for enforcing and carrying out the purposes and intent of this instrument and the requirements of the City of Boca Raton, Florida (the "City"), in connection with the Property.

NOW, THEREFORE, the Declarant hereby declares that the property is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, reservations, restrictions, easements, assessments, charges, liens and other provisions hereinafter set forth in this Declaration of Covenants and Restrictions for Windwood.

ARTICLE I

DEVELOPMENT CONCEPT

The Developer intends to develop the Property as a planned residential community to be known as WINDWOOD. The development shall consist of from 425 to 610 Condominium and Non-Condominium Dwelling Units, and shall also include private roads, recreational facilities and other Common Properties. Title to these Common Properties is presently vested in the Trustees for the sole benefit and private use and enjoyment of the present and future residents within WINDWOOD. The Trustees shall, in the future, convey the Common Properties to the Association, at or about the time of conveyance of the last Dwelling Unit by Declarant. During ownership by the Trustees and after conveyance to the Association, the Association shall be responsible for maintainence of the Common Property. The Membership of the Association shall consist of the owners of Dwelling Units within WINDWOOD. The Association shall assess each Dwelling Unit various charges as more specifically described hereinafter, for the purpose of funding the maintenance

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This Instrument Was Prepared By
And should be returned to:
LEWIS F. CRIPPEN
GUNSTER, YOAKLEY, CRISER & STEWART
PROFESSIONAL ASSOCIATION
First National Bank Building
Palm Beach, Florida 33480

of the Common Properties. The Association shall also be responsible for enforcement of all of the restrictions and other terms set forth in this Declaration, as well as the rules and regulations established by the Association. The parking spaces for use by all Dwelling Unit owners (except for certain Dwelling Units located within Clusters A, B, C, D and E) shall be located upon the Common Property, and title to such parking spaces shall be held by the Trustees and subsequently by the Association

The Developer may convey any number of Lots to other developers for the construction of condominium or non-condominium buildings. Any Condominium Dwelling Units constructed within WINDWOOD shall be subject to certain other restrictive covenants, as imposed by the developers thereof, in addition to the restrictions and other provisions of this Declaration.

The Developer plans eventually to construct recreational improvements within WINDWOOD as shown in the sales brochures. However, other than the lake and the initial recreational facility to be constructed upon Recreation Tracts No. 1A, as shown on the Development Plan, the Developer does not intend, and is not obligated, to commence construction of a second recreational facility until such time as it closes the sale of ninety percent (90%) of the Dwelling Units constructed by it. In the event that the Dwelling Units and other improvements within Windwood are constructed in phases, the improvements in later phases shall be consistent in terms of quality of construction with the improvements constructed in the initial phase. Declarant intends to complete all phasing of Windwood within seven (7) years following the recordation of this Declaration, subject however, to delays caused by economic or marketing conditions.

As each Non-Condominium phase within Windwood is constructed or partially completed, a survey shall be recorded in the Public Records of Palm Beach County, Florida, as a supplement to this Declaration, setting forth the dimensions, number designation, the legal description of each Dwelling Unit and the Common Property within such phase, including the streets and parking areas.

The Developer may, but shall not be obligated to, provide security guards for Windwood, the expense of which shall be paid from general Assessments. In the event such security guards are provided, the developer may increase or decrease the number of the guards, or eliminate them entirely, at its sole discretion, at any time prior to the date upon which it relinquishes control of the Association.

Notwithstanding any terms of this Declaration, or any other documents, brochures or plans, the Developer hereby states that the Development Plan, and the foregoing terms of Article I of this Declaration, represent only its present intention with respect to development of the Property, and it hereby reserves the right to modify the Development Plan, including the plans and composition of the recreation facilities and the Declarant's intent as set forth in this Article I, at any time, as it deems desirable, in its sole discretion.

ARTICLE II

DEFINITIONS

Section 1: Definition of Terms. The following terms, as used in this Declaration, shall have the following meanings:

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A. ASSESSMENT means that charge against the Dwelling Units made by the Association from time to time, for the purposes set forth herein.

B. ASSOCIATION means WINDWOOD HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit.

C. CLUSTER means a group of Lots in a common, geographic area of the Property, identified by a letter or name designation, as shown on the Development Plan.

D. COMMON PROPERTY means those portions of the Property, other than the Lots, which shall be owned or maintained by the Association, for the sole benefit and private, common use and enjoyment of all owners of Dwelling Units within WINDWOOD. Notwithstanding the foregoing, Lot 76, as shown on the Development Plan, shall also be considered a part of the Common Property.

E. COMMON EXPENSES means all expenses incurred by the Association in connection with its ownership, maintenance and other obligations set forth hereinafter.

F. CONDOMINIUM DWELLING UNIT means a Dwelling Unit constructed upon the Property which is subject to that form of real property ownership created by the Florida Condominium Act.

G. DECLARANT means, collectively, the Developer and the Trustees, and their respective successors and assigns.

H. DECLARATION means this instrument, and all exhibits hereto, as it may be amended from time to time.

I. DEVELOPER means VERSATILE INVESTMENT PROPERTIES, INC., a Florida corporation, its successors and assigns.

J. DEVELOPMENT PLAN means the graphic representation of the proposed manner of development of the property, which is attached hereto as Exhibit "B". Declarant retains the right to alter or modify the Development Plan, as it deems desirable in its sole discretion.

K. DWELLING UNIT means each of those residential structures, including both Condominium and Non-Condominium, which shall be constructed upon the Lots shown on the recorded plats of the Property, together with the land appurtenant if such Dwelling Unit is a Non-Condominium Dwelling Unit.

L. INSTITUTIONAL MORTGAGEE means a bank, bank holding company, or subsidiary thereof, savings and loan association, insurance company, union pension fund, mortgage company approved by Developer, agency of the United States Government, or Developer, holding a first mortgage of public record on a Dwelling Unit(s) or on any other portion of the Property.

M. LIMITED COMMON PROPERTY means those common properties which are reserved for the exclusive use of the owner of a specified dwelling unit or units, to the exclusion of all other persons, but which shall be maintained by the Association.

N. LOT means any plot of land shown as a lot on the recorded subdivision plats of the Property.

O. MANAGEMENT AGREEMENT means a contract for management of the Property entered into between the Association and such other entity as is selected by the Association, in its sole dis-

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creation. The Management Agreement may be terminated by a majority vote of the members of the Association at any time subsequent to the date upon which Declarant turns over control of the Association, as provided hereinafter.

P. NON-CONDOMINIUM DWELLING UNIT means a Dwelling Unit constructed upon the Property, other than a Condominium Dwelling Unit, together with the land appurtenant thereto.

Q. PROPERTY means all of the property encompassed in WINDWOOD as described in Exhibit "A" attached hereto.

R. TRUSTEES means Monroe Gelb and Carl A. Spatz, as Trustees, and their respective successors and assigns.

ARTICLE III

PROPERTY SUBJECT TO THIS DECLARATION

Section 1: Exhibit "A". Upon the recordation hereof, the Property shall be held, transferred sold, conveyed and occupied subject to this Declaration.

Section 2: Additions. The Developer shall have the right to subject additional property to this Declaration, from time to time, by executing and recording an amendment hereto, specifying such additional property. Such amendments shall not require the joinder or consent of any other party.

Section 3: Merger or Consolidation by Developer. The property, rights and obligations of the Developer may be transferred to another surviving or consolidated corporation similar in nature and purposes of Versatile Investment Properties, Inc. Alternatively, the property, rights and obligations of the Developer may, by operation of law, be added to the Association as a surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration except as hereinafter provided.

ARTICLE IV

WINDWOOD HOMEOWNERS ASSOCIATION, INC.

Section 1: Formation. At or about the time of the recording of this Declaration, Declarant has caused the Association to be formed, by the filing of the Articles of Incorporation therefor in the office of the Secretary of State of Florida. The purposes and powers of the Association shall be all of the purposes and powers set forth in this Declaration and in its Articles of Incorporation and By-Laws. The Association shall be responsible for the execution, performance, administration and enforcement of all the terms and conditions of this Declaration.

Section 2: Membership. A person or entity shall automatically become a member of the Association upon acquisition of fee simple title to any Dwelling Unit in WINDWOOD, by filing of record therefor a deed in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, evidencing such ownership.

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Membership shall continue until such time as the member transfers or conveys his interest of record or the interest is transferred and conveyed by operation of law, at which time the membership with respect to the Dwelling Unit conveyed shall automatically be conferred upon the transferee. If title to a Dwelling Unit is held by more than one person, each person shall be a member of the Association, but no Dwelling Unit shall be entitled to more than one (1) vote. Membership shall be appurtenant to and may not be separated from ownership of the Dwelling Unit. No person or entity holding an interest of any type or nature whatsoever in a Dwelling Unit only as the security for performance of an obligation shall be a member of the Association. The Developer, by including additional property within the imposition of this Declaration, may cause additional membership in the Association and may designate the ownership basis for such additional membership.

Section 3: Control by Developer. Anything herein contained to the contrary notwithstanding, the Developer shall have the right to retain control of the Association until the closing of the sale of the last Dwelling Unit constructed in WINDWOOD, or until such earlier time as is determined in the Developer's sole discretion. So long as it retains control of the Association, the Developer shall have the right to appoint all members of the board of directors and officers of the Association, and no action of the membership of the Association shall be effective unless and until approved by the Developer. In the event that the Declarant and/or the Developer shall enter into any contracts or other agreements for the benefit of the Dwelling Unit owners, the Declarant and/or the Developer may, at its option, assign its obligations under such agreements to the Association, and in such event, the Association shall be required to accept such obligations. Without limiting the generality of the foregoing, the Declarants have entered or shall hereafter enter into certain private street lighting agreements with Florida Power & Light Company ("FP&L"), for street lighting within Windwood. The obligations of Declarant under the agreements have been, or shall be, assumed by the Association, including without limitation, the obligation to pay periodic charges for electrical services, as required by FP&L. Notwithstanding the assumption of these obligations by the Association, the street lighting installation charges paid by Developer shall be refunded to Developer or its assigns, and not to the Association, as provided in the agreements.

Section 4: Administration of the Association. The affairs of the Association shall be administered by the Board of Directors in accordance with this Declaration and the Articles of Incorporation and By-Laws of the Association. The Articles of Incorporation and By-Laws may be amended in the manner set forth therein; provided however, that no such amendment shall adversely affect the rights of the Developer, without the Developer's written approval. Subsequent to the date that Declarant relinquishes control of the Association, the Association shall maintain fidelity bond coverage with respect to the officers thereof.

Section 5: Voting. As to all matters on which the membership shall be entitled to vote, there shall be one (1) vote for each Dwelling Unit subjected to this Declaration, including those Dwelling Units owned by the Developer, which vote may be exercised or cast by the owner or owners of such Dwelling Unit in such manner as may be provided in the By-Laws of the Association. Should any member own more than one (1) Dwelling Unit, such member shall be entitled to exercise or cast one (1) vote for each such Dwelling Unit. With respect to each Dwelling Unit owned by other than a natural person or persons, the owner shall file with the Secretary of the Association a notice, designating the name of an

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individual who shall be authorized to cast the vote of such owner. In the absence of such designation, the owner shall not be entitled to vote on any matters coming before the membership.

Section 6: Cluster Social Committee. Each Cluster shall have the right to establish a committee, composed of one or more Dwelling Unit owners, for the purpose of coordinating social activities for the Dwelling Unit owners within the Cluster. This Social Committee, however, shall have no right to represent, or vote on behalf of, any Dwelling Unit owner in any matters coming before the Association.

Section 7: Availability of Records. The Association shall make available current copies of this Declaration, the By-Laws, Rules and Regulations, and other books, records and financial statements of the Association to all Dwelling Unit owners and to the holder, insurer or guarantor of a first mortgage upon any Dwelling Unit. For purposes of this Section, the term "make available" shall mean that the document shall be available for inspection in the offices of the Association, upon request, during normal business hours or under other reasonable circumstances.

ARTICLE V

ASSOCIATION PROPERTY

Section 1: Common Property. The Common Property is intended for the use and benefit of the Members of the Association and their guests, licensees and invitees. The Association is responsible for the management, maintenance and operation of the Common Property, notwithstanding the manner in which fee simple title to the Common Property may be held. Anything herein contained to the contrary notwithstanding, certain portions of the Common Property shall be reserved for the exclusive benefit of specific Dwelling Unit owners; without limitation, these shall include patios, mail boxes, parking spaces and garbage dumpsters.

Section 2: Acquisition and Sale of Property. The Association shall have the power and authority to acquire such interests in real and personal property as it may deem beneficial to its members. Such interests may include fee simple or other absolute ownership interests, leaseholds, or such other possessory use interests as the Association may determine to be beneficial to its members.

Section 3: Maintenance of Property. The Association shall, either by virtue of the appointment of a real estate management agent, or through its own personnel, be responsible for the maintenance and repair of the Common Property, the Limited Common Property (except as otherwise set forth herein), and the exterior of the Dwelling Units as hereinafter set forth. Developer, its affiliates, subsidiaries, successors and/or assigns, may be the management agent and nothing shall be deemed to invalidate any Management Agreement between the Association and the Developer or its affiliates, its subsidiaries for the reason that at the time of entering into the agreement, employees, officers or agents of the Developer or its affiliates, or its subsidiaries are the officers and/or directors of the Association.

Section 4: Rules and Regulations Governing Use of Common Property. The Association, through its Board of Directors, shall regulate the use of the Common Property by its members and may from time to time promulgate such rules and regulations consistent

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with this Declaration, governing the use thereof as it may deem to be in the best interest of its members. A copy of all rules and regulations established hereunder and any amendments thereto shall be made available to all members of the Association. Such rules and regulations may be enforced by legal or equitable action.

Section 5: Enforcement of Restrictions. The Association, through its Board of Directors and Officers, shall have the authority to enforce restrictions imposed by this Declaration, in any manner provided by law and/or equity.

ARTICLE VI

ASSESSMENTS

The Association, through its Board of Directors, shall have the power and authority to make and collect assessments as hereinafter set forth.

Section 1: General Assessments. General Assessments shall be made by the Association for the following purposes and in the manner set forth hereinafter.

A. Assessments For The Benefit Of All Dwelling Unit Owners. General assessments for the benefits of all Dwelling Unit Owners shall be made annually for the purpose of maintenance and management of the Association, the Common Property, the Limited Common Property, and the exteriors of the Non-Condominium Dwelling Units. Maintenance and management expenses referred to herein include but are not limited to, the cost and expense of: operation, maintenance and management of the Association, the Common Property, recreational facilities, and the Limited Common Property; property taxes and assessments; insurance on the Common Property, and the Limited Common Property, public liability insurance; legal and accounting fees; management fees; normal repairs and replacements; charges for utilities used upon the Common Property; cleaning services; expenses and liabilities incurred by the Association in the enforcement of its rights and duties against members or others; and all other expenses deemed by the Directors of the Association to be necessary and proper for management, maintenance, repair, operation and enforcement.

B. Assessments or the benefit of a particular Cluster. General Assessments for the benefit of a particular Cluster shall be levied against the Dwelling Units within that Cluster, for the payment of expenses which affect that Cluster only. For example, a General Assessment shall be levied against those Dwelling Units which have access to garbage dumpsters, for the purpose of paying the expense and the maintenance of same.

C. Assessments for the benefit of a particular Lot or portion thereof. General Assessments shall be levied against Dwelling Unit owners within a particular Lot, or portion of a lot, for the payment of expenses which affect only such owners. For example, General Assessments for the payment of hazard insurance premiums for Dwelling Units may be assessed on this basis.

D. The Association shall annually estimate the expenses it expects to incur and the period of time involved therein and may assess its members sufficient monies to meet this estimate. Should the Association through its Directors at any time determine that the assessments made are not sufficient to pay the expenses, or in the event of emergency, the Board of Directors shall have

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authority to levy and collect additional general assessments to meet such needs. All notices of assessments from the Association to the members shall designate when they are due and payable. All general assessments shall be charged at an equal amount or sum for each Dwelling, determined by multiplying the total Common Expenses for the time period involved by a fraction, the numerator of which shall be one (1), and the denominator of which shall be the total number of Dwelling Units in existence at the time of the Assessment.

E. General Assessments shall be collectible in advance monthly or quarterly as the Board of Directors shall determine. A general assessment shall be considered delinquent if not paid by the due date. Any delinquent general assessment shall bear interest at the maximum rate allowable under the Florida usury laws from the date when due until paid.

Section 2: Special Assessments. Special Assessments may be levied by the Association for the following purposes and in the manner set forth hereinafter:

A. Special Assessments for the benefit of all Dwelling Units. The Association may levy a Special Assessment against all Dwelling Unit Owners for any of the following purposes: the acquisition of property; defraying the cost of construction of capital improvements to the Common Property; the cost of construction, reconstruction, unexpected substantial repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto. Except when a special assessment for this purpose does not exceed Five Hundred Dollars ($500.00) per Dwelling Unit, it shall have the approval of the membership of the Association, to be obtained at a duly convened regular or special meeting called at least in part to secure this approval, by an affirmative vote of no less than fifty-one percent (51%) of the members present in person or by proxy.

B. Special Assessments for the benefit of a particular Cluster. The Association may levy a special assessment against the Dwelling Unit Owners within a particular Cluster, for the payment of expenses that benefit such Cluster. For example, the maintenance of mail boxes and the payment of certain utility charges shall be assessed in this manner.

C. Special Assessments for the benefit of a particular Lot. The Association shall levy Special Assessments against the Dwelling Unit Owners within a particular Lot for the payment of expenses that benefit such Lot. For example, the cost of exterior painting and capital improvement and repairs to Non-Condominium Dwelling Units and the payment of casualty insurance premiums for Non-Condominium Dwelling Units may be assessed in this manner.

D. Special Assessments for the Benefit of Individual Dwelling Units. The Association may levy a special Assessment against an individual Dwelling Unit for the cost of extraordinary repairs or replacements beyond the normal maintenance performed by the Association, which the Dwelling Unit Owner has failed to perform as required hereinafter. This special assessment shall include an administrative fee charged by the Association in an amount to be determined by the Board of Directors in its discretion from time to time.

E. All notices of special assessments from the Association to the members shall designate when the assessment is due and payable. All special assessments shall be at a uniform amount for each Dwelling Units assessed, regardless of whether a particu-

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lar assessment affects all Dwelling Unit owners, a particular Cluster; a particular Lot or a particular portion of a Lot.

F. Special assessments shall be collectible in such manner as the Board of Directors shall determine. A special assessment shall be considered delinquent if not paid by the due date. Any delinquent special assessment shall bear interest at the maximum rate allowable under Florida usury laws from date when due until paid.

Section 3: Emergency Special Assessments. The Board of Directors may levy an emergency special assessment when, in its sole determination, there is potential danger or damage to persons or property. Such assessments may be utilized to pay for preventative protective or remedial construction, reconstruction, improvements, repairs or replacements. Events justifying emergency special assessments include, but are not limited to, hurricanes, floods and fires; emergency special assessments may also be levied for roof, plumbing or structural repairs.

A. Emergency special assessments shall be collectible in such manner as the Board of Directors shall determine. An emergency special assessment shall be considered delinquent if not paid by the due date. A delinquent emergency special assessment shall bear interest at the maximum rate allowable under Florida usury laws from the date when due until paid.

Section 4: Effect of Non-Payment of Assessments.

A. If any assessment is not paid on the date when due, the assessment shall then become delinquent and shall, together with interest thereon and the cost of collection, become a continuing lien on the Dwelling Unit against which the assessment is made, and shall also be the continuing personal obligation of the owner of such Dwelling Unit at the time of assessment.

B. If the assessment is not paid within thirty (30) days after the due date, the Association may, at any time thereafter, accelerate the entire amount due for the period for which the assessment was made and declare the same immediately due and payable. The Association shall also record a Claim of Lien in the Public Records of Palm Beach County, Florida, setting forth the amount of the unpaid assessment and the rate of interest due thereon. The Association may at any time thereafter bring an action to foreclose the lien against the Dwelling Unit and/or a suit on the personal obligation against the owner or owners, and there shall be added to the amount of such assessment the cost of such action (including reasonable attorney's fees), and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the Court, together with the costs of the action.

C. In the event that a check given to the Association for payment of an Assessment shall be dishonored, for any reason whatsoever, the Association shall have the right to charge an administrative fee in the amount of TEN DOLLARS ($10.00), or such other amount as may be determined by the Board of Directors in its discretion, from time to time. This fee shall be deemed to be a part of the assessment, shall be secured by the assessment lien against the affected Dwelling Unit, and may be enforced in the same manner as any other assessment, as provided hereinabove.

Section 5: Subordination to Lien of Mortgages. The lien for assessments for which provision is herein made, and any fees, late charges, fines or interest that may be levied by the Association

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in connection with unpaid assessments, shall be subordinate to the lien of any first mortgage on the Dwelling Unit. The assessment lien shall be subordinate to the lien of any mortgage securing a loan or loans made to the Developer, whether a first mortgage or otherwise. The subordination shall apply only to the assessments which have become due and payable prior to a final sale or transfer of the mortgaged Dwelling Unit pursuant to a decree of foreclosure, or in any other proceeding or conveyance in lieu of foreclosure of the mortgage. No sale or transfer shall relieve any Dwelling Unit from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment; provided however, that a sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for assessments which became payable prior to such sale or transfer. However, any such delinquent assessments which were extinguished pursuant to such sale or transfer may be reallocated and assessed to all Dwelling Unit owners as a Common Expense. The written opinion of the Association that the assessment lien is subordinate to a mortgage lien shall be dispositive of any questions of subordination.

Section 6: Certificate of Assessments. The Association shall prepare a roster of the Dwelling Units and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any member. The Association shall, upon demand, furnish a member liable for assessments, a certificate in writing signed by an officer of the Association, setting forth whether the member's assessments have 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 presumptive evidence of payment or partial payment of any assessment therein stated having been paid or partially paid.

Section 7: Estoppel Certificate. At the request of a Dwelling Unit owner or his grantee, the Board of Directors shall prepare an Estoppel Certificate which shall set forth any assessments and charges due upon any Dwelling Unit at time of conveyance and certify as to whether or not there are violations of this Declaration or the rules and regulations with respect to the Dwelling Unit as of the date of preparation of such Certificate. The Association will charge an administration fee in the amount of FIFTY DOLLARS ($50.00) with respect to issuing the Estoppel Certificate, which amount may be adjusted no more than twice yearly by the Board of Directors.

Section 8: Electric Service. The expense of electric service shall be charged to each Dwelling Unit on a individual basis, with the exception of the Condominium Dwelling Units, which may be bulk-metering, the Association, or the appropriate condominium association shall, in its sole discretion, determine the share of the untility bill to be assessed against each Condominium Dwelling Unit. All utility charges shall be in addition to the assessments charged by the Association.

ARTICLE VII

MAINTENANCE OF PROPERTY

Section 1: Association Responsibilities. The Association shall be responsible for maintenance of the Common Property, including but not limited to, the following areas, if any, and the other areas set forth below:

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A. Roadways and walkways.

B. Parking areas.

C. Pools and sundeck areas.

D. Clubhouses.

E. Sewer lift station

F. Boat docks.

G. Maintenance and storage areas.

H. Entrance area and guardhouse.

I. Tennis Courts.

J. The lake, grassed swales and other components of the surface water management system. South Florida Water Management District Issued Permit No. 50 06633-S which was approved by the City of Boca Raton in Resolution No. 111-80 dated April 23, 1980. The Resolution No. 111-80 provided for the perpetual maintenance of a lake to be excavated and constructed within WINDWOOD. The lake will be incorporated with the surrounding and adjoining land as an integral part of the entire WINDWOOD planned unit development. Underground water sources will flow naturally into and continuously feed the bed of the lake. Plans for construction of the lake include provisions for overflow drainage. The Associaton shall assume full responsibility for the perpetual maintenance of the lake in a pollution-free and wholesome condition, as required by the Resolution. Access to the lake shall be provided to the City, its agents, employees and designees for the purpose of testing and inspecting as to its condition of state of pollution. If the lake is found to be polluted, the City shall have the right to declare the body of water to be a public nuisance and in such case, the City shall have the full power and authority to abate said nuisance in any manner provided by law including the power to require the owners of the subservient property to pay for such work as may be required to return the lake to pollution-free and satisfactory condition, and the City shall further have the right and power to assess the costs thereof to the owners of all Dwelling Units within WINDWOOD.

K. Bicycle trails.

L. Maintenance of the exterior of each Non-Condominium Dwelling Unit, including the roof and exterior walls, the painting of the exterior surfaces, and the maintenance of landscaping on each Lot.

M. Landscaping (up to, but excluding, any patio), including sodding, irrigation, and the planting and care of trees and shrubbery. A "patio" is defined as any intimate, enclosed garden area appurtenant to a Non-Condominium Dwelling Unit and located on adjacent Common Property. The owner of the Non-Condominium Dwelling Unit to which a patio is appurtenant shall have the exclusive use of such patio and shall be responsible for the maintenance thereof, regardless of whether the patio is owned by the Dwelling Unit owner, or is located upon the Common Property and therefore owned by the Association.

N. In the event that any Condominium Dwelling Unit owner or condominium association, fails to properly maintain any property subject to the condominium regime, including the exterior

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of the condominium building, the Association shall have the right to make any repairs or replacements as it deems necessary. In such event, the Association shall have the right to assess the Condominium Dwelling Unit owner and/or the condominium association involved for all costs incurred in making such repairs or replacements. This special assessment shall include an administrative fee charged by the Association in an amount to be determined by the Board of Directors in its discretion from time to time. The assessment shall be secured by a lien against the Condominium Dwelling Unit and the Common Elements appurtenant thereto and/or any property owned by the condominium association, which lien may be foreclosed in the event of non-payment of the assessment on the date set forth therein.

Section 2: Dwelling Unit Owner Responsibilities. All maintenance of the interior areas of the Dwelling Units, and any patio, shall be the responsibility of the Dwelling Unit owner unless otherwise herein stated.

A. The maintenance obligations of the Association, as set forth in Section 1, shall be the obligation solely of the Association. Except as otherwise set forth in Article VI, Section 1.C, the members shall have no individual right to repair, alter, add to, replace, paint or in any other way maintain the Common Property, the exteriors of the Dwelling Units, or any other portion of the Property.

B. Extraordinary repairs or replacements to Dwelling Units, beyond the normal maintenance performed by the Association, but not resulting from a casualty (see Article X of this Declaration), shall be performed by the individual Dwelling Unit Owner at his own expense, subject to the Association's satisfaction that such repairs or replacements comply with the restrictions contained herein. The Board of Directors shall determine, in its sole discretion, which repairs and replacements are "normal" and assumed by the Association and which are extraordinary and assumed by the Dwelling Unit owner. An example of an extraordinary repair is a broken window within a Dwelling Unit, the repair of which shall be the responsibility of the Dwelling Unit owner.

C. Notwithstanding anything contained in this Declaration, the expense of any maintenance, repair or construction of any portion of the Common Property, the Limited Common Property, or the exterior of a Dwelling Unit necessitated by the negligent or willful acts of a Dwelling Unit owner or his family or guests shall be borne solely by such Dwelling Unit owner and his Dwelling Unit shall be subject to an individual assessment for such expense.

D. Portions of Cluster H, Lot 14; Cluster I, Lot 7; Cluster J, Lot 33; and Cluster K, Lot 4, as shown on the Development Plan (and such other portions of the Property as may be determined by the Developer) shall be conveyed to the Association as Limited Common Property, for the exclusive use of specified Dwelling Unit owners for purposes of ingress and egress to and from their Dwelling Units, but for no other purpose. Such limited Common Property shall be maintained by the Association.

ARTICLE VIII

EASEMENTS, COMMON PROPERTY, RIGHT OF ENTRY.

Section 1: Members' Easements of Enjoyment. Subject to the provisions if this Section, each member of the Association shall

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have a right and easement of enjoyment in and to the Common Property, which shall be appurtenant to and shall pass with the title to every Dwelling Unit subject to this Declaration.

Section 2: Extent of Members' Easement. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of Declarant and the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of maintaining or improving the Common Property and to mortgage the Common Property.

B. The right of the Association to take such steps as are reasonably necessary to protect and maintain the Common Property.

C. The right of the Association, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.

D. The right of the Association to charge reasonable admission and other fees for the use of certain amenities.

E. The right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication, transfer, or determination as to the purposes or conditions thereof shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the total membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every member at least ninety (90) days in advance of any action.

Section 3: Easement for Utilities. The members' easements of enjoyment shall be subject to easements, hereby reserved over, through and underneath the Common Property, and the Dwelling Units, for present and future utility services to WINDWOOD, including, but not limited to, easements for water pipes, sanitary sewer pipes, emergency sewer lines, storm drainage pipes, sprinkler pipes, electrical wires, TV wires, telephone cables, security wires and street lights. Easements for such utility services are reserved by Declarant and/or the Developer for all buildings and improvements which have been or may be constructed in WINDWOOD, and Declarant may grant specific easements to utility companies and others as reasonably necessary. In the event that the Declarant and the Association fail to properly maintain the water distribution system or the sanitary sewer collection and transmission mains, then the City shall have the right of access to such systems (including all service lines, laterals, manholes, lift stations, wet wells, force mains, valves and fire hydrants) for the purpose of performing such maintenance. Any fees, charges or other costs assessed by the City shall be paid by the Association.

Section 4: Easement for Transmission Tower. The Association reserves the right to lease portions of the Common Property to a cable television company for the purpose of installation of a transmission tower. This right may not be eliminated or limited by the Association except with written approval of Declarant.

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Section 5: Right of Entry for Maintenance. Whenever it is necessary to enter any Dwelling Unit for maintenance, alteration or repair to any portion of the Dwelling Unit, the Common Property, or Limited Common Property, the owner of each Dwelling Unit shall permit other owners, or their representatives, or the duly constituted and authorized agent of the Association, to make such entry for such purposes, and shall cooperate as reasonably necessary.

Section 6: Emergency Right of Entry. In case of any emergency originating in, or threatening any Dwelling Unit, regardless of whether the owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the management agent under a Management Agreement, shall have the right to enter such Dwelling Unit for the purpose of remedying, or abating, the cause of such emergency, and such right of entry shall be immediate.

Section 7: Easement for Declarant. The members' easements of enjoyment shall be subject to the right reserved by Declarant, for future development of WINDWOOD. As a material condition for ownership of a Dwelling Unit and membership in the Association, each member, by accepting a deed to a Dwelling Unit, releases Declarant from any claim for interference with his quiet enjoyment of his Dwelling Unit or the Common Property due to the development of WINDWOOD, whether or not the construction operations are performed on the Common Property or the Lots, and each member acknowledges and agrees that Declarant shall have the sole right of design, construction, development and improvement of the Common Property, and the Lots within WINDWOOD.

Section 8: Easement for Sidewalks. Notwithstanding the fact that sidewalks may be located upon a Dwelling Unit, such sidewalks are subject to an easement for use by all Dwelling Unit owners, their guests, licensees, and invitees. It shall be the obligation of the Association to maintain such sidewalks.

Section 9: Parking. The parking spaces assigned to the exclusive use of Dwelling Unit owners shall be considered Limited Common Property. Those parking spaces, if any, which are unassigned to Dwelling Unit owners and reserved for guests shall be considered Common Property. The Association shall have the right to reassign parking spaces from time to time as it deems advisable in its sole discretion.

Any expense for the maintenance, repair or replacement relating to Limited Common Property shall be treated as, and paid for as, part of the Common Expense of the Association, unless otherwise specifically provided in this Declaration. Should such maintenance, repair or replacement be caused by the negligence or misuse by a Dwelling Unit owner, his family, guests, servants or invitees, he shall be responsible therefor, and the Association shall have the right to levy an assessment against the owner of his Dwelling Unit.

ARTICLE IX

USE RESTRICTIONS

Section 1: Restrictions on Use of Dwelling Unit and Common Property.

A. Dwelling Units shall be used as single-family, private residential dwellings and for no other purpose.

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B. The Dwelling Unit owner shall not permit or suffer anything to be done, or kept in his Dwelling Unit or Limited Common Property, which will increase the rate of insurance on the property, or which will obstruct or interfere with the rights of other Dwelling Unit owners or annoy them by unreasonable noises, or otherwise; nor shall the Dwelling Unit owner commit or permit any nuisance, immoral or illegal activity in or about the Property.

C. A Dwelling Unit owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Dwelling Unit nor shall he place any furniture or equipment outside his Dwelling Unit except with the prior written consent of the Association. This provision shall not apply to the Developer. This provision shall not prohibit the use of patio furniture within the confines of a patio appurtenant to a particular Dwelling Unit.

D. No clothesline, or similar device, shall be allowed on any portion of the Property.

E. No Dwelling Unit shall be used for transient, hotel or commercial purposes; provided however, that an owner may lease his Dwelling Unit a maximum of six (6) times per year, each such lease to be for a term of at least two (2) months. Notwithstanding the foregoing, the Developer, and any other developers or builders within WINDWOOD, shall have the right to utilize the recreational facilities and/or Dwelling Units owned by it from time to time, for sales office, model, proto-type or such other similar usage for the purpose of marketing Dwelling Units.

F. No radio, television or other electronic antenna or aerial may be erected or maintained anywhere on the Common Property, or the exterior of any Dwelling Unit without written approval of the Association.

G. No tree or shrub shall be cut down, pruned, removed, or otherwise destroyed. Maintenance, replacement, removal and design of all landscaping is to be administered solely by the Association. No Dwelling Unit owner shall interfere with the right of the Association to accomplish the landscaping of WINDWOOD.

H. Notwithstanding anything to the contrary herein contained, Developer (and its successors and assigns) may construct and maintain models and a sales agency office together with a sign or signs at locations of its choosing in WINDWOOD until such time as all of the Dwelling Units have been sold by Developer. The sales office may, in Declarant's discretion, be located on the Common Property.

I. Bicycles shall be stored only within the Dwelling Unit. If such items are left on the Common Property they may be impounded by the Association, and shall be released to the owner only upon payment of an administrative fee established by the Association. The Developer shall have the right, but not the obligation, to build a bicycle stand or stands within WINDWOOD, in which event bicycles may be stored thereon.

J. Dwelling Unit owners may keep, as pets, birds, cats, tropical fish and dogs, with the exception of Pit Bulls. Such pets must be on a leash or carried when in the Common

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Property. It shall be the owner's obligation to dispose of waste material from pets. No more than two pets per Dwelling Unit is permitted, with the exception of tropical fish. The Board of Directors of the Association shall have the right to order the removal of any pet which is considered a nuisance, in the Board's sole discretion. In such event, the Board shall give written notice thereof to the pet owner, and the pet shall immediately thereafter be permanently removed from the Property.

K. No temporary buildings, structures or tents, either with or without living, sleeping or eating accommodations, shall be placed, located, kept or maintained within the Property.

L. Any recreational areas which may be constructed will be for the use of the owners and occupants of WINDWOOD. Use of any recreational facilities, including but not limited to swimming pools, tennis court, racquet ball courts, the hammock and the lake, shall be totally at the risk of those individuals involved and not at the risk of the Association. The Association shall not be liable for the negligence or any party in connection with the use of the Common Property or any other portion of the Property.

M. Any loss or damage incurred by the Association by breach of any restrictions herein shall be reimbursed by the responsible Dwelling Unit owner. The Association may obtain recovery against such owner in the same manner as the collection and enforcement of assessments.

N. None of the tennis courts shall have exterior lighting, other than for security purposes.

O. Boating facilities on the lake shall be limited only to those provided by the Association. No one other than the Association shall be permitted to install docks or similar structures or to keep or moor boats on the lake. In no event shall motor powered boats be permitted on the lake.

Section 2: Rules and Regulations. No person shall use the Common Property, or any part thereof, the Limited Common Property, or a Dwelling Unit, or any part thereof, in any manner contrary to, or not in accordance with the Rules and Regulations as may be promulgated by the Association from time to time.

ARTICLE X

INSURANCE.

Insurance, other than title insurance, that shall be carried on the Common Property, the Limited Common Property, and the Dwelling Units shall be governed by the following provisions:

Section 1: Authority to Purchase; Named Insured. All insurance policies upon the Common Property, the Limited Common Property, and the Non-Condominium Dwelling Units shall be purchased by the Association and shall be placed in a single agency or company, if possible. The named insureds shall be the Insurance Trustee designated by the Association, individually, and as agent for the Association, the members without naming them, and mortgagees, as their interests may appear. Provisions shall be made for the issuance of mortgagee endorsements and memoranda of insurance to any mortgagees. The policies shall provide that payments by the insurer for losses shall be made to the Insurance Trustee for the benefit of the Association, the members and mortgagees, as their

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interests may appear. The Insurance Trustee may be any bank in Florida with trust powers, as may be designated by the Board of Directors of the Association.

Section 2: Coverage.

A. Casualty Insurance. All Non-Condominium Dwelling Units in WINDWOOD and all buildings and insurable improvements on the Common Property shall be insured for fire and extended coverage peril, excluding foundation and excavation costs, at their maximum insurable replacement value, and all personal property owned by the Association shall be insured for its full insurable value, all as determined annually by the Board of Directors of the Association. Each Non-Condominium building shall be covered by a separate insurance policy, with specific coverages assigned to each Dwelling Unit within that building.

B. Public Liability Insurance. The Association and or the Trustees, as applicable, shall obtain public liability and property damage insurance covering all of the Common Property (including those condominium parking areas which are located upon the Common Property), and the Limited Common Property, and insuring the Association, the Declarant, the Developer and the members as their interests appear, in such amounts and providing such coverage as the Board of Directors of the Association may determine from time to time, provided, that the minimum amount of coverage shall be $500,000 each person, and $1,000,000 each incident. The liability insurance shall include, but not be limited to, hired and non-owned automobile coverage.

C. Workmen's Compensation Insurance. The Association shall obtain Workman's Compensation Insurance in order to meet the requirements of law, as necessary.

D. Flood Insurance. The Association shall obtain flood insurance to meet the requirements of federal, state, or local law, or any regulation enacted pursuant thereto, as necessary.

E. Other Insurance. The Association shall obtain such other insurance as it shall determine from time to time to be desirable.

F. Subrogation Waiver. If available, the Association shall obtain policies which provide that the insurer waives its right to subrogation as to any claim against members, the Association, and their respective servants, agents and guests.

Section 3: Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association. The cost of insurance premiums and other incidental expenses incurred by the Association and or the Trustees, as applicable, in administering and carrying out any of the provisions of this Article shall be assessed against and collected from members as part of general assessments; provided however, that the premiums and other incidental expenses incurred by the Association in connection with casualty insurance coverage on Non-Condominium Dwelling Units shall be assessed against, and paid by, the owners of Non-Condominium Dwelling Units only, pursuant to a special assessment for that purpose. Casualty insurance coverage with respect to Condominium Units shall be governed by the terms of the respective declarations of condominium for the condominium regimes to be established within WINDWOOD. Insurance premiums may vary from Lot to Lot or from Dwelling Unit to Dwelling Unit located within a particular Lot. In such event, the premium shall be prorated

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among the Dwelling Unit owners affected, as as determined by the insurance Carrier, or by the Association, in its sole discretion.

Section 4: Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the members, and mortgagees, as their interests may appear, and shall provide that all proceeds covering losses shall be paid to the Insurance Trustee designated by the Board of Directors of the Association. The Insurance Trustee shall not be liable for the payment of premiums nor the renewal nor the sufficiency of policies nor the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the proceeds in trust for the purposes elsewhere stated herein for the benefit the Association of the members and mortgagees in the following shares, which shares need not be set forth on the records of the Insurance Trustee:

A. Common Property. Proceeds on account of damage to Common Property or the Limited Common Property shall be an equal undivided share for each member.

B. Non-Condominium Dwelling Units. Proceeds on account of damage to Non-Condominium Dwelling Units shall be held in the following undivided shares:

(1) When improvements are to be restored, for the owners of damaged improvements in proportion to the cost of repairing the damage suffered by each Non-Condominium Dwelling Unit owner, which cost shall be determined by the Board of Directors of the Association.

(2) When an improvement is not to be restored, for the owner of the improvement.

C. Mortgagees. In the event a mortgagee endorsement has been issued regarding an improvement, the share of the Non-Condominium Dwelling Unit owner shall be held in trust for the mortgagee and the Non-Condominium Dwelling Unit owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged improvement shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distribution of such proceeds made to the Non-Condominium Dwelling Unit owner and mortgagee pursuant to the provisions of this Declaration.

Section 5: Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the members in the following manner:

A. Expense of the Trust. All expenses of the Insurance Trustee shall be paid first, or provisions made for such payment.

B. Reconstruction or Repair. If the damage for which proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as hereinafter provided. Any proceeds which remain after defraying such costs shall be distributed to the members.

C. Failure to Reconstruct or Repair. If it is determined in the manner hereinafter provided that the damage for which proceeds are paid shall not be constructed or repaired, the remaining proceeds shall be distributed to the members. There

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shall be no distribution of remaining proceeds until all debris, remains and residue have been cleared and removed, and the damaged area has been properly landscaped. In the event of loss or damage to personal and/or real property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal and/or real property as may be lost or damaged, the proceeds shall be distributed to the members.

D. Certificate. In making distribution to members, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to the names of the members and their respective shares of the distribution.

Section 6: Association's Power to Compromise Claims. The Board of Directors of the Association is hereby irrevocably appointed agent for each member and for each owner of a mortgage or other lien on a Dwelling Unit or the Common Property, for the purpose of compromising and settling all claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor upon payment of claims.

Section 7: Individual Contents and Liability Insurance. Dwelling Unit owners may obtain homeowner's policies for liability and contents insurance coverage at their own expense, as they may desire, and such coverage shall not be obtained by the Association.

ARTICLE XI

RECONSTRUCTION OR REPAIR AFTER CASUALTY.

Section 1: Determination to Reconstruct or Repair. If any part of the Common Property, the Dwelling Units, or the Limited Common Property shall be damaged by casualty, the damage property shall be reconstructed or repaired unless otherwise determined by the Association. The Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be constructed or repaired.

Section 2: Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original buildings; or if not, then according to plans and specifications approved by the Board of Directors of the Association.

Section 3: Estimates of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction or repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires.

Section 4: Special Assessments. The amount by which an award of insurance proceeds to the Insurance Trustee is reduced on account of a deductible clause in an insurance policy shall be assessed against all Non-Condominium Dwelling Unit owners, based upon the amount of the hazard insurance premium charged to each such Non-Condominium Dwelling owner. If the proceeds of such assessments and of the insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if any time during reconstruction and repair, or upon comple-

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tion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, special assessments shall be made against the Non-Condominium Dwelling Unit owners in the building damaged in sufficient amounts to provide funds for the payment of such costs. In the event that such a casualty affects less than all Non-Condominium Dwelling Units within a building, then the Association may assess a special assessment against only those Non-Condominium Dwelling Units affected.

Section 5: Construction Funds. The funds for the payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from special assessments against members, shall be distributed in payment of such costs in the following manner:

A. Association. If the total of special assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair that is the responsibility of the Association is Twenty-Five Thousand Dollars ($25,000.00) or more, then the sums paid upon such special assessments shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such special assessments and disburse them in payment of the costs of reconstruction and repair.

B. Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of special assessments on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of repair and construction in the following manner and order:

(1) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than Twenty-Five Thousand Dollars ($25,000.00), the construction fund shall be disbursed in payment of such costs upon the order of the Association.

(2) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is Twenty-Five Thousand Dollars ($25,000.00) or more, then the construction funds held by the Insurance Trustee shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association, and upon approval by an architect qualified to practice in Florida and employed by the Association to supervise the work.

(3) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed equally to the members.

(4) Certificate. Notwithstanding the provisions of this Declaration, the Insurance Trustee shall not be required to determine whether or not sums paid by the members upon special assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine the payee nor the amount to be paid. Instead, the

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Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any and all of such matters and stating the name of the payee and the amount to be paid.

Section 6: Equitable Relief. In the event of major damage to or destruction of part of the Common Property, the Limited Common Property or Dwelling Units, and in the event the property is not repaired, reconstructed or rebuilt within a reasonable period of time, any member shall have the right to petition a court of equity, having jurisdiction in and for Palm Beach County, Florida, for equitable relief.

Section 7: Total or Partial Condemnation. The Association shall represent the Dwelling Unit owners in any condemnation proceedings or negotiations, settlements and agreements with the condemning authority for acquisition of the Common Property or any part thereof. By acceptance of a deed to a Dwelling Unit within Windwood, each Dwelling Unit owner irrevocably appoints the Association as his or her attorney-in-fact, for such purposes only. In the event of a taking or acquisition of part or all of the Common Property by a condemning authority, the award or proceeds of settlement shall be payable to the Association for the use and benefit of the Dwelling Unit owners and their mortgagees, as their interests may appear. Any distribution made as a result of any termination of Windwood shall be accomplished on a reasonable and equitable basis.

ARTICLE XII

RIGHTS OF MORTGAGE HOLDERS, INSURORS AND GUARANTORS

Section 1: Notice of Actions. Upon written request to the Association, identifying the name and address of the holder, insuror or guarantor and the Dwelling Unit number or address, any eligible mortgage holder, eligible insuror or guarantor, shall be entitled to timely written notice of the following:

A. Any condemnation loss or any casualty loss which affects a material portion of Windwood or the Dwelling Unit which is encumbered by the mortgage held, insured or guaranteed by such eligible mortgage holder, insuror or guarantor, as applicable;

B. Any delinquency in the payment of assessments or charges owed by a Dwelling Unit owner subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insuror or guarantor, 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 eligible mortgage holders as specified elsewhere in this Declaration.

Section 2: Additional Rights. To the extent permitted by law, eligible mortgage holders shall also be afforded the following rights:

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A. Any restoration or repair of Windwood, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Declaration and the original plans and specifications, unless other action is approved by eligible holders holding mortgages on Dwelling Units which have at least fifty-one percent (51%) of the votes of Dwelling Units subject to eligible holder mortgages;

B. Any election to terminate the legal status of Windwood after substantial destruction or a substantial taking in condemnation of the Property must require the approval of eligible holders holding mortgages on Dwelling Units which have at lease fifty-one percent (51%) of the votes of Dwelling Units subject to eligible holder mortgages.

C. No reallocation of the interests in the Common Property resulting from a partial condemnation or partial destruction may be effected without the prior approval of eligible holders holding mortgages on all remaining Dwelling Units whether existing in whole or in part, and which have at least fifty-one percent (51%) of the votes of such remaining Dwelling Units subject to eligible holder mortgages.

D. When professional management has been previously required by any eligible mortgage holder or eligible insuror or guarantor, whether such entity became an eligible mortgage holder or eligible insuror or guarantor at that time or later, any decision to establish self-management by the Association shall require the prior consent of Dwelling Unit owners to which at least sixty-seven percent (67%) of the votes in the Association are allocated and the approval of eligible holders holding mortgages on Dwelling Units which have at least fifty-one percent (51%) of the votes of Dwelling Units subject to eligible holder mortages.

ARTICLE XIII

PARTY WALLS.

It is hereby declared that upon the completion of each of the Non-Condominium Dwelling Units to be constructed upon the Lots, the following terms shall apply:

Section 1: Party Walls. The common walls, separating the Non-Condominium Dwelling Units, shall be party walls for the perpetual benefit of, and use by, the owners of such units, including their heirs, assigns, successors and grantees.

Section 2: Maintenance. In the event of damage or destruction of the party wall from any cause other than the negligence or willful misconduct of a Non-Condominium Dwelling Unit owner, to the extent not covered by insurance, the owners sharing the wall shall share equally in the cost of repairing or rebuilding the wall, and each shall have the right to full use as specified herein of the wall as repaired or rebuilt. In the event it shall become necessary or desirable to perform maintenance on the whole or any part of the party wall, the expense shall be shared equally by the owners of the adjoining Non-Condominium Dwelling Units. Whenever a wall shall be rebuilt, it shall be erected in the same manner and at the same location where initially constructed and shall be of the same size and of the same or similar materials and of like quality. Provided, however, that if any maintenance, repair or construction is necessitated solely by the negligence or willful misconduct of an owner, any expense incidental thereto

8651 P0022

shall be borne solely by such owner. If a Non-Condominium Dwelling Unit owner shall refuse to pay their share of the cost of repair (or all of the costs, in the case of negligence or willful misconduct), the other owners sharing the common wall may perform the maintenance, repair or construction and, in such event, shall be entitled to a lien on the Non-Condominium Dwelling Unit of the owner who has failed to pay.

A. If a Non-Condominium Dwelling Unit owner shall give, or shall have given, a mortgage or mortgages upon his unit, then the mortgagee shall have the full right, at its option, to exercise the rights of its mortgagor as an owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repair hereunder and not reimbursed to the mortgagee by the owner.

B. If a Non-Condominium Dwelling Unit owner shall cease to use the wall as a party wall, he or she shall be deemed to have abandoned all rights thereto, and the wall shall become the property of the adjacent owner, who shall have an easement upon the land under the wall so long as the wall shall be used by him. Any owner removing improvements from a party wall or making use of the party wall, shall do so in such manner as to preserve all rights of the adjacent owner in the wall, and shall save the adjacent owner harmless from all damage caused thereby to improvements then existing. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent unit shall not be deemed a trespass, so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter upon the adjacent unit to effect necessary repairs and reconstruction.

Section 3: Restriction on Alterations. The owner of any Non-Condominium Dwelling Unit shall not possess the right to cut windows or other openings in the party wall, nor make any alterations, additions or structural changes to the party wall.

Section 4: Use of Party Wall. The owner of each Non-Condominium Dwelling Unit shall have the right to the full use of the party wall for whatever purpose or purposes he or she chooses, subject to the limitation that the use shall not infringe upon the rights of the owner of the adjoining Non-Condominium Dwelling Unit or his enjoyment of the wall, or in any manner impair the value of the wall, or in any manner violate the rules and regulations of the Association or the provisions of this Declaration.

ARTICLE XIV

SALE AND RENTAL OF DWELLING UNITS

SECTION 1: Restriction on Sale and Leasing. No Dwelling Unit owner, other than Developer, may sell, lease or otherwise transfer the Dwelling Unit, except in compliance with the following provisions.

SECTION 2: Definitions. For purposes of this Article, the term "Outside Offer" shall mean a bona fide offer from a third party to purchase or lease a Dwelling Unit. The term "Outside Offeror" shall mean the third party who has submitted an Outside Offer.

SECTION 3: Notice of Outside Offer. Any Dwelling Unit owner who receives an Outside Offer which he intends to accept shall give written notice by certified mail to the Board of Directors of

8365| P0023

the Association of the receipt of such Outside Offer. Such notice shall also state the name and address of the Outside Offeror, an executed copy of the sales contract or a copy of the proposed lease, together with such other information concerning the Outside Offeror as the Board of Directors may reasonably require. This notice to the Board of Directors shall constitute an offer by the Dwelling Unit owner to sell or lease his Dwelling Unit (as the case may be) to the Association or its nominee, upon the same terms and conditions as contained in the Outside Offer, and shall also constitute a warranty and representation by the Dwelling Unit owner to the Association that the Outside Offer is bona fide in all respects.

SECTION 4: Association's Right of First Refusal. The Association shall have the right of first refusal to purchase or lease the Dwelling Unit (as the case may be), in accordance with the terms of the Outside Offer. The Association's right of first refusal shall be exercised within thirty (30) days following receipt of the notice from the Dwelling Unit owner and all other information requested by the Association, by giving written notice to the Dwelling Unit owner by certified mail at his last known address. In the event the Association exercises its right of first refusal, the sale and purchase shall close, or the lease shall be executed (as the case may be), in accordance with the terms of the Outside Offer, within sixty (60) days following the Association's exercise of its right of first refusal. In the event of a sale and purchase, at closing, the Dwelling Unit owner shall convey title to the Association, or its nominee, by statutory warranty deed, and all documentary stamp taxes and other taxes in connection with the transaction shall be paid by the Dwelling Unit owner. Title shall be good and marketable and insurable and the Dwelling Unit owner shall deliver to the Association an abstract or title insurance commitment and policy at his expense. Real estate taxes, mortgage interest, if any, and Common Expenses shall be prorated between the Dwelling Unit owner and the Association, as of the closing date. In the event of a lease, the Dwelling Unit owner shall execute and deliver to the Association, or its nominee, an executed lease between the Dwelling Unit owner, as lessor, and the Association, or its nominee, as lessee, for the rental and term contained in the Outside Offer.

SECTION 5: Continuation of Right of First Refusal. In the event the Association or its nominee shall fail to exercise its right of first refusal within the time period specified hereinabove, the Dwelling Unit owner shall be free to accept the Outside Offer within sixty (60) days following the earlier of: (a) Notice from the Association of its election not to exercise its right of first refusal, or (b) the expiration of the period within which the Association could have exercised the right of first refusal. If the Dwelling Unit owner shall not accept the Outside Offer in writing within such sixty (60) day period, or if the Outside Offer shall have been accepted within such sixty (60) day period but the sale or lease was not closed in accordance with the terms of the Outside Offer, then the Dwelling Unit owner shall be required to comply with all terms and provisions of this Article in the event of any proposed subsequent sale or lease of the Dwelling Unit.

SECTION 6: Form of Conveyance to Outside Offeror. Any deed or lease to an Outside Offeror shall state that the acceptance thereof by the Grantee or Lessee shall constitute an acknowledgment and assumption of all provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, all Rules and Regulations promulgated by the Association, and all other Agreements and other documents

8851 P0024

affecting the Property, as the same may be amended from time to time.

SECTION 7: Form of Lease. Any lease of a Dwelling Unit by an Outside Offeror shall be consistant with this Declaration, the By-Laws and Rules and Regulations of the Association, and shall specifically provide: (a) that the lease may not be modified, amended, extended or assigned without the prior written consent of the Association; (b) that the lessee shall not assign his interest in the lease, or sublet all or any portion of the Dwelling Unit, without the prior written consent of the Association; and (c) that the Association shall have the authority, but shall not be obligated, to terminate the lease and/or bring summary proceedings to evict the lessee in the name of the lessor in the event of either a default by the lessee under the lease, or a foreclosure of the Assessment lien. Notwithstanding the foregoing, any lease entered into by the Association, as lessee, shall provide that the Association may assign its interest in the lease and may sublease all or any portion of the Dwelling Unit.

SECTION 8: Transfer Void. Any purported sale or lease of a Dwelling Unit in violation of this Article shall be voidable at any time within sixty (60) days following the recordation of the deed of conveyance or the execution of the lease (as the case may be), at the election of the Association. In the event of an unauthorized lease, and if the Association shall so elect, the Dwelling Unit owner shall be deemed to have authorized and empowered the Association to institute legal proceedings to evict the purported lessee, in the name of the Dwelling Unit owner as the purported lessor. The Dwelling Unit owner shall execute a power of attorney, or such other documents as may be required by the Association, in order to evidence its authority to act under this Section. The Dwelling Unit owner shall also reimburse the Association for all expenses incurred in connection with such proceedings, including without limitation, attorneys' fees and costs.

SECTION 9: Exceptions. The foregoing restrictions contained in this Article shall not apply to Dwelling Units owned by, or leased to, the Developer, or by or to any Institutional Mortgagee who acquires title by foreclosure or by a deed in lieu of foreclosure. The Developer and such Institutional Mortgagees shall have the right to sell, lease or sublease any Dwelling Units which they own or lease without the approval of the Association.

SECTION 10: Waiver of Right of First Refusal. The right of first refusal held by the Association may be released or waived only in the manner provided in this Article. Anything herein contained to the contrary notwithstanding, in no event shall the Association be obligated to exercise its right of first refusal.

ARTICLE XV

GENERAL PROVISIONS.

Section 1: Incorporation of Planned Unit Development Agreement. All of the terms and provisions of that certain agreement between the Declarant and the City, dated April 23, 1980, and authorized by City Resolution No. 111-80, are hereby incorporated into this Declaration and made a part hereof by reference.

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Section 2: Duration and Remedies for Violation. The covenants and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by Declarant, the Association or the owner of any Dwelling Unit subject to this Declaration and their respective legal representatives, heirs, successors and assigns, for an initial term of fifty (50) years from the date this Declaration is recorded in the public records of Palm Beach County, Florida. The covenants and covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds (2/3) of the Dwelling Units as have then been subjected to this Declaration, has been recorded, agreeing to change or terminate the covenants and restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give the Declarant and/or the Association a right of action before any court of competent jurisdiction, whether in law or in equity, to compel compliance with the terms of the covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the member in violation, provided such proceeding results in finding that such member was in violation of the covenants or restrictions. Expenses of litigation shall include reasonable attorney's fees incurred by Declarant and/or the Association in seeking such enforcement.

Section 3: Compliance with Applicable Laws. In addition to these restrictions and covenants, the members shall abide by the laws, ordinances, rules and regulations of the State of Florida, and the County of Palm Beach, and the City.

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

Section 5: Severability. Invalidation of any one of these covenants and restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 6: Amendment.

A. Prior to the date Declarant turns over control of the Association, this Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by owners holding not less than one-half (1/2) of the voting interests of the membership.

B. Subsequent to the date Declarant turns over control of the Association, the consent of Dwelling Unit owners to which at least sixty-seven percent (67%) of the votes in the Association are allocated and the approval of eligible holders holding mortgages on Dwelling Units which have at least fifty-one percent (51%) of the votes of Dwelling Units subject to eligible holder mortgages, shall be required to add or amend any material provisions of this Declaration, which establish, provide for, govern or regulate any of the following:

(1) Voting;

(2) Assessments, assessment liens or subordination of such liens;

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(3) Reserves for maintenance, repair and replacement of the Common Property or Dwelling Units;

(4) Insurance or fidelity bonds;

(5) Rights to use of the Common Property;

(6) Responsibility for maintenance and repair of the several portions of Windwood;

(7) Expansion or contraction of Windwood or the addition, annexation or withdrawal of property to or from the Project;

(8) Boundaries of any Dwelling Unit;

(9) The interests in the Common Property and Limited Common Property;

(10) Convertability of Dwelling Units into Common Property or of Common Property into Dwelling Units;

(11) Leasing of Dwelling Units;

(12) Imposition of any right of first refusal or similar restriction on the right of a Dwelling Unit owner to sell, transfer or otherwise convey his or her Dwelling Unit;

(13) Any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurors or guarantors of first mortgages on Dwelling Units;

An eligible mortgage holder who receives a written request to approve additions or amendments who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

C. Nothing contained herein shall be deemed to limit the power and authority of Declarant or the Developer to, in its sole discretion, and without the joinder or consent of any other party, add property to the impositions of all or any portion of this Declaration. In addition, this provision shall not be deemed to limit Declarant's power and authority to impose additional obligations and duties of enforcement upon the Association of such covenants and restrictions as may be imposed upon the Property subject to this Declaration.

D. Any amendment to this Declaration which would affect the surface water management system, including the water management portions of the Common Areas, must have the prior approval of the South Florida Water Management District and the City.

E. Anything contained herein to the contrary notwithstanding, the portions of this Declaration which would affect covenants made by the Developer with respect to agreements and obligations with the City of Boca Raton cannot be modified without the City's consent.

F. Anything contained herein to the contrary notwithstanding, so long as Declarant is the owner of any property affected by this Declaration or any amendment hereto or is entitled to appoint the Board of Directors of the Association, no amendment shall be effective without Declarant's express written joinder and consent.

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Q. Any provision of this Declaration may be amended, changed, added to, derogated or deleted at any time, and from time to time, upon the recordation of an instrument executed by: (1) Declarants and the Association, for so long as the Declarants, or either of them, hold title to any land affected by this Declaration; or (2) after the Declarants have divested themselves of the ownership of all lands subject to residential use in Windwood and relinquished control of the Association, by the owners of not less than sixty-seven percent (67%) of the residential units in Windwood. In either of the above events, such amendment shall require the written consent of fifty-one percent (51%) of the Institutional Mortgagees holding first mortgages encumbering residential dwelling units affected by this Declaration.

Section 7: Assignment. Any or all of the rights, powers and obligations, easements and estates reserved or given to the Declarant or the Association may be assigned by the Declarant or the Association, as the case may be, and any such assignee shall agree to assume the rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by the appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to such assignment and its acceptance of the rights and powers, duties and obligations herein contained; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to the Declarant and/or the Association. After such assignment, Declarant and/or the Association shall be relieved and released of all responsibility hereunder.

Section 8: Usage. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 9: Effective Date. This Declaration shall become effective upon its recordation in the public records of Palm Beach County, Florida.

83651 P0028

IN WITNESS WHEREOF, Declarant and the Association have caused these presents to be executed as required by law on this 21st day of Dec, 1981.

Signed, sealed and delivered in the presence of:

VERSATILE INVESTMENT PROPERTIES, INC., a Florida corporation

By: _____

(CORPORATE SEAL)

_____
(as to the Declarant)

_____
MONROE GELB, AS TRUSTEE

_____
(as to GELB)

_____
CARL A. SPATZ, AS TRUSTEE

_____
(as to SPATZ)

WINDWOOD HOMEOWNERS ASSOCIATION, INC., a Florida corporation

By: _____

_____
(as to the Association)

(CORPORATE SEAL)

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

The foregoing instrument was acknowledged before me this 24th day of December, 1981 by Tarmo Parre as Vice President of VERSATILE INVESTMENT PROPERTIES, INC. on behalf of the corporation.

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCTOBER 8, 1982

_____
NOTARY PUBLIC
State of Florida at Large

(Notarial Seal)

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

The foregoing instrument was acknowledged before me this 28th day of December, 1981, by MONROE GELB, AS TRUSTEE AND CARL A. SPATZ, AS TRUSTEE.

My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 4 1985
BONDED THRU GENERAL INS. UNDERWRITERS

_____
NOTARY PUBLIC
State of Florida at Large

(Notarial Seal)

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

3951 PG 029

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

The foregoing instrument was acknowledged before me this 28th day of December, 1981, by SARMO PURRE, as President of WINDWOOD HOMEOWNERS ASSOCIATION, INC, a Florida corporation not for profit, on behalf of the corporation.

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCTOBER 8, 1982

NOTARY PUBLIC
State of Florida At Large

(notarial Seal)

BOOK 6961 PAGE 930

EXHIBIT "A"

LEGAL DESCRIPTION

The Plat of WINDWOOD UNIT I, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 31, pages 202 and 203.

AND

The Plat of WINDWOOD UNIT II, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 31, pages 204 through 206, inclusive.

AND

A parcel of land, being a portion of Lot 20, Block 22, as shown on the Plat of BOCA RATON HILLS, SECTION 3, as recorded in Plat Book 23, page 81, of the Public Records of Palm Beach County, Florida, more particularly described as follows:

Beginning at a point on the South line of Lot 13, Block 22, of said Plat of BOCA RATON HILLS, said point being 5.02 feet westerly from the southeast corner of Lot 13; thence run southerly at right angles to the south line of Lot 13 (being the north line of Lot 20) a distance of 330 feet to a point; thence run easterly at right angles to the last described course a distance of 524.42 feet to a point; thence run northerly at right angles to the last described course a distance of 330.02 feet to the south lot corner common to Lots 18 and 19 of said Block 22; thence run westerly, along and coincidental with the north line of Lot 20, a distance of 524.92 feet to the Point of Beginning. Containing 3.98 Acres, more or less.

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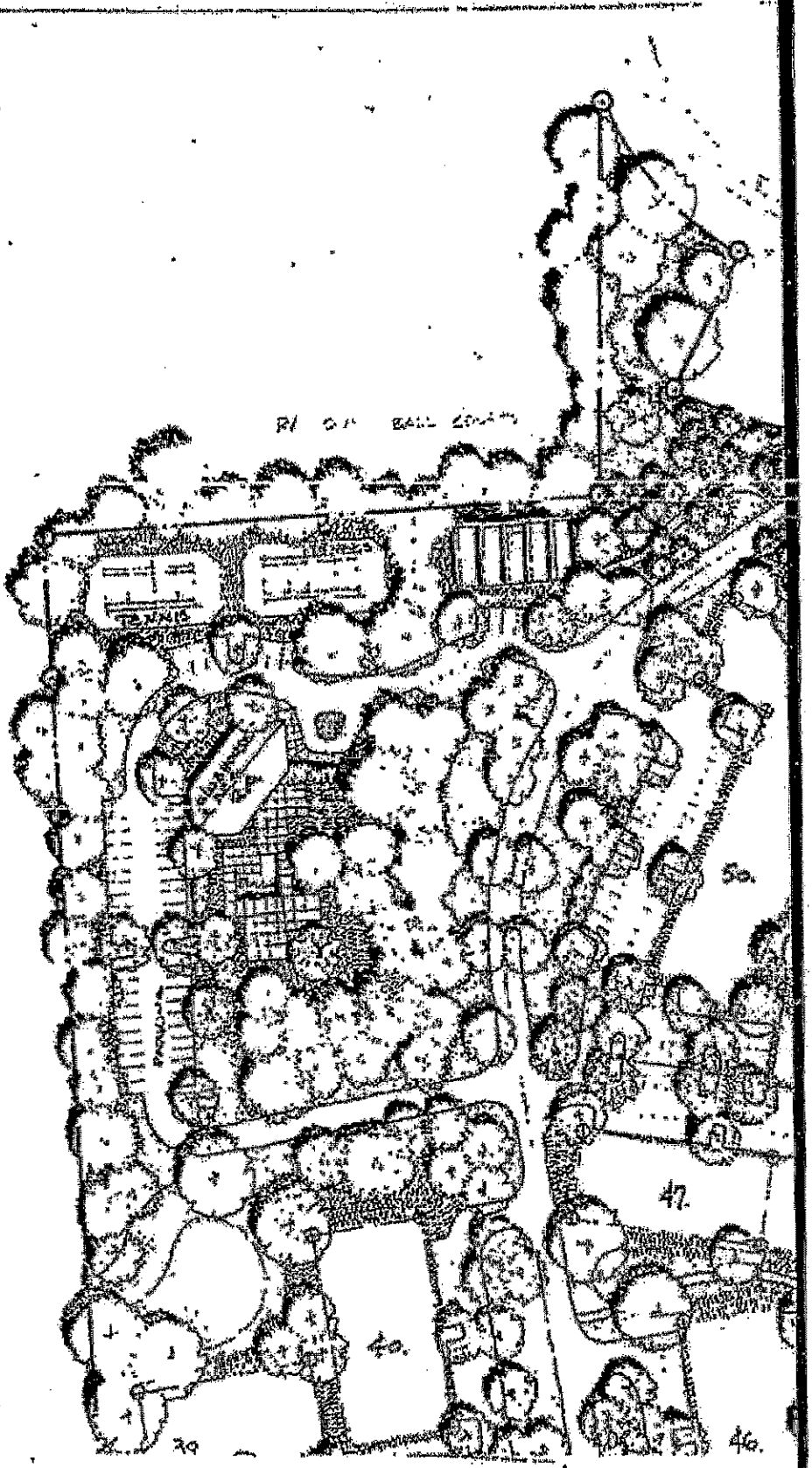

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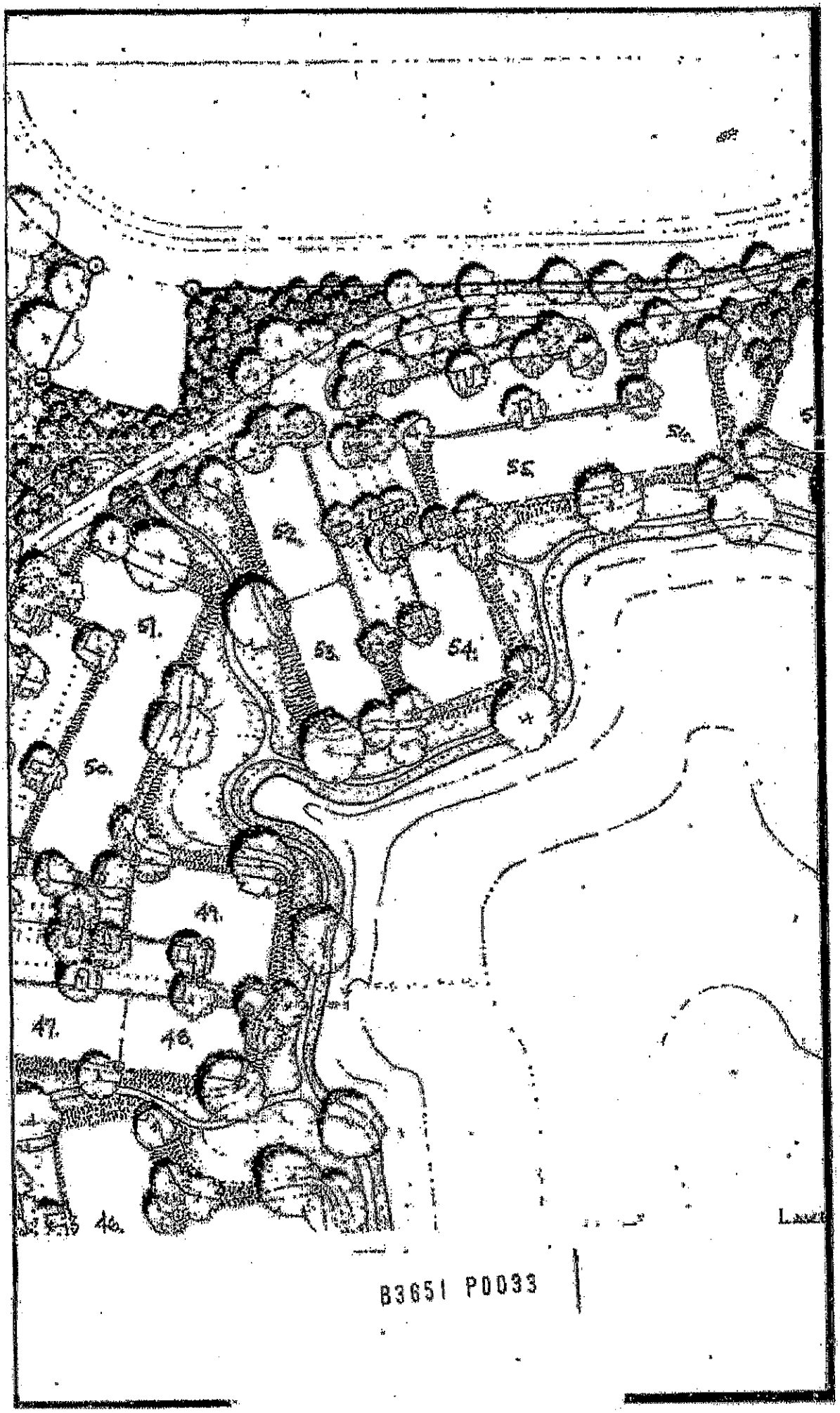

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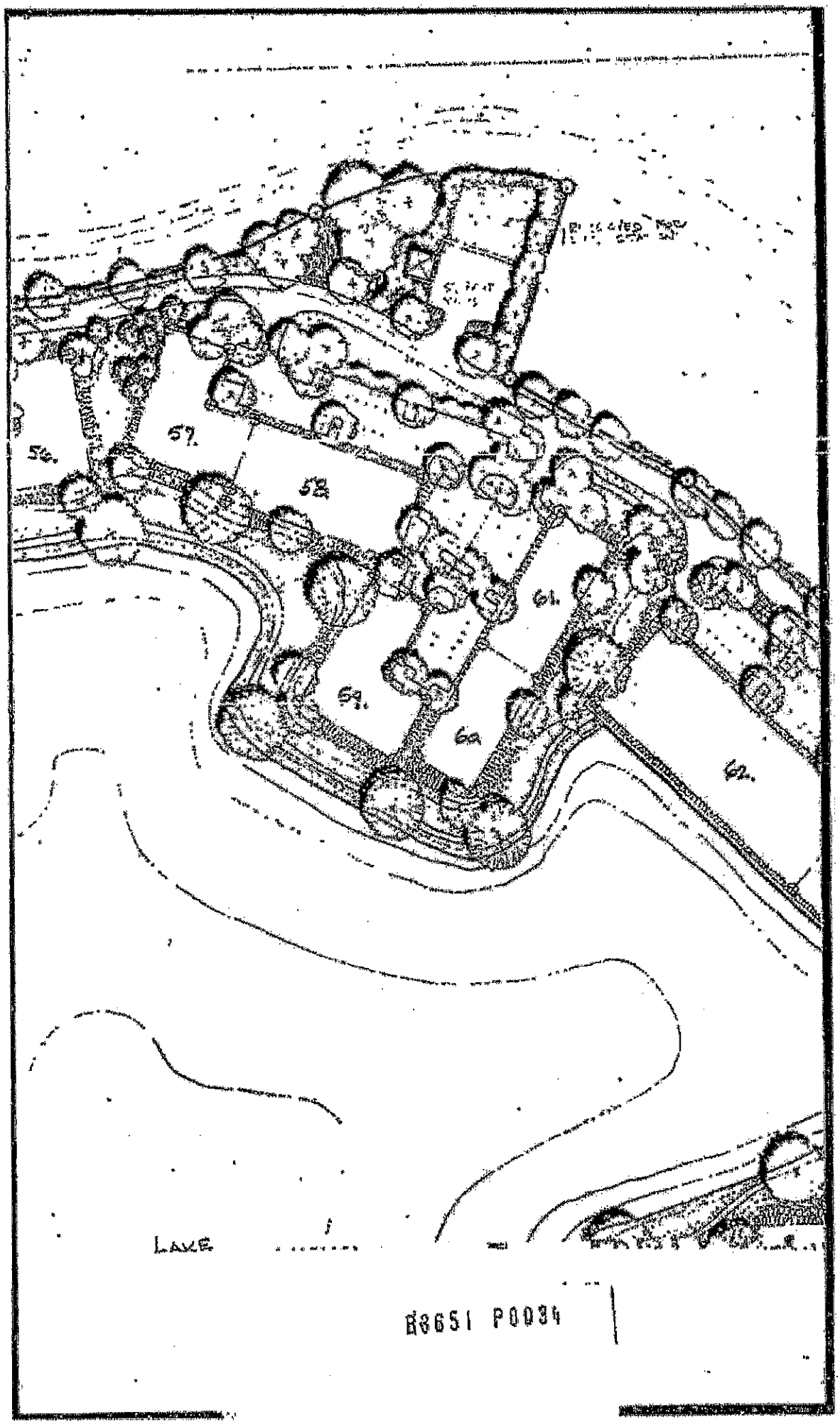
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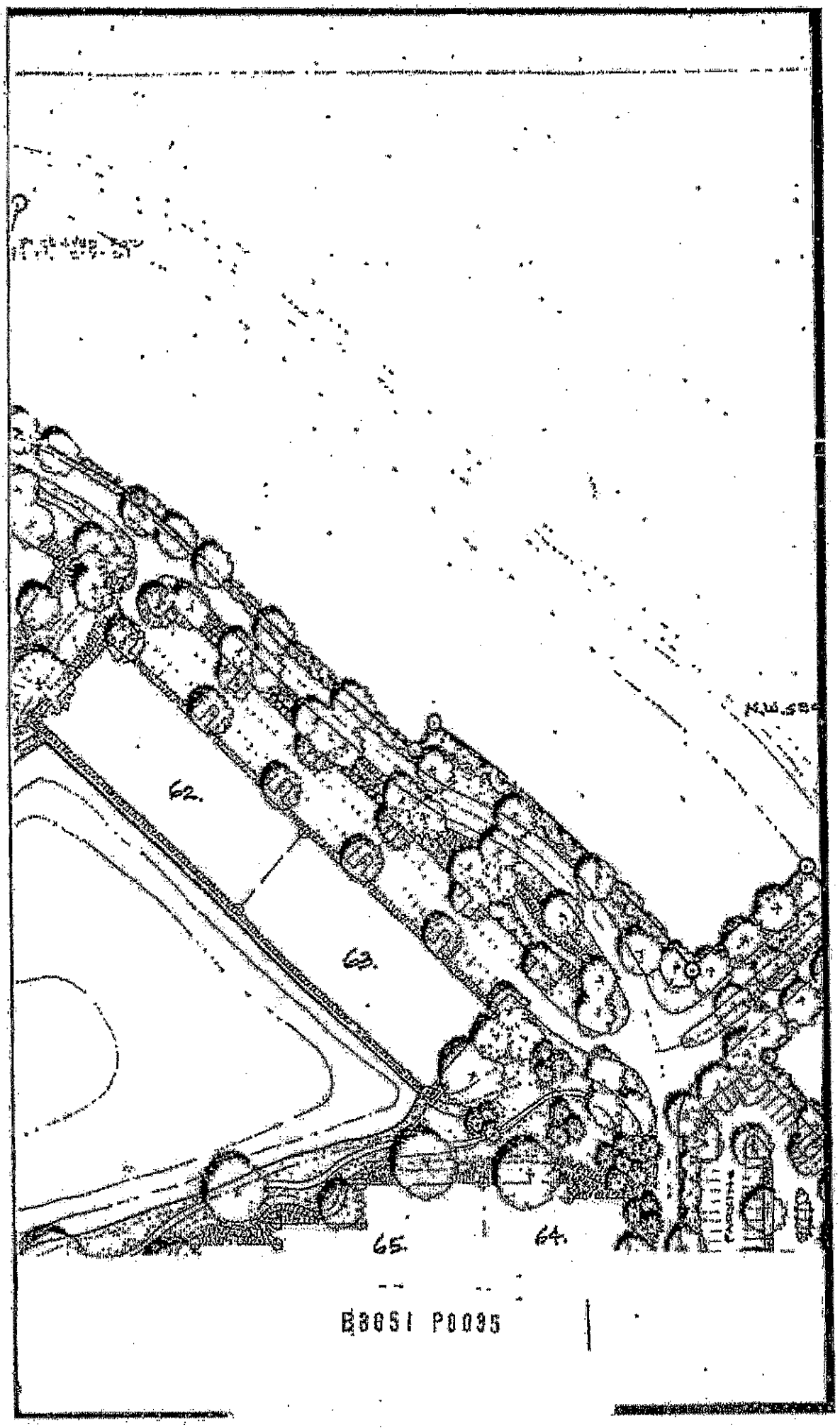

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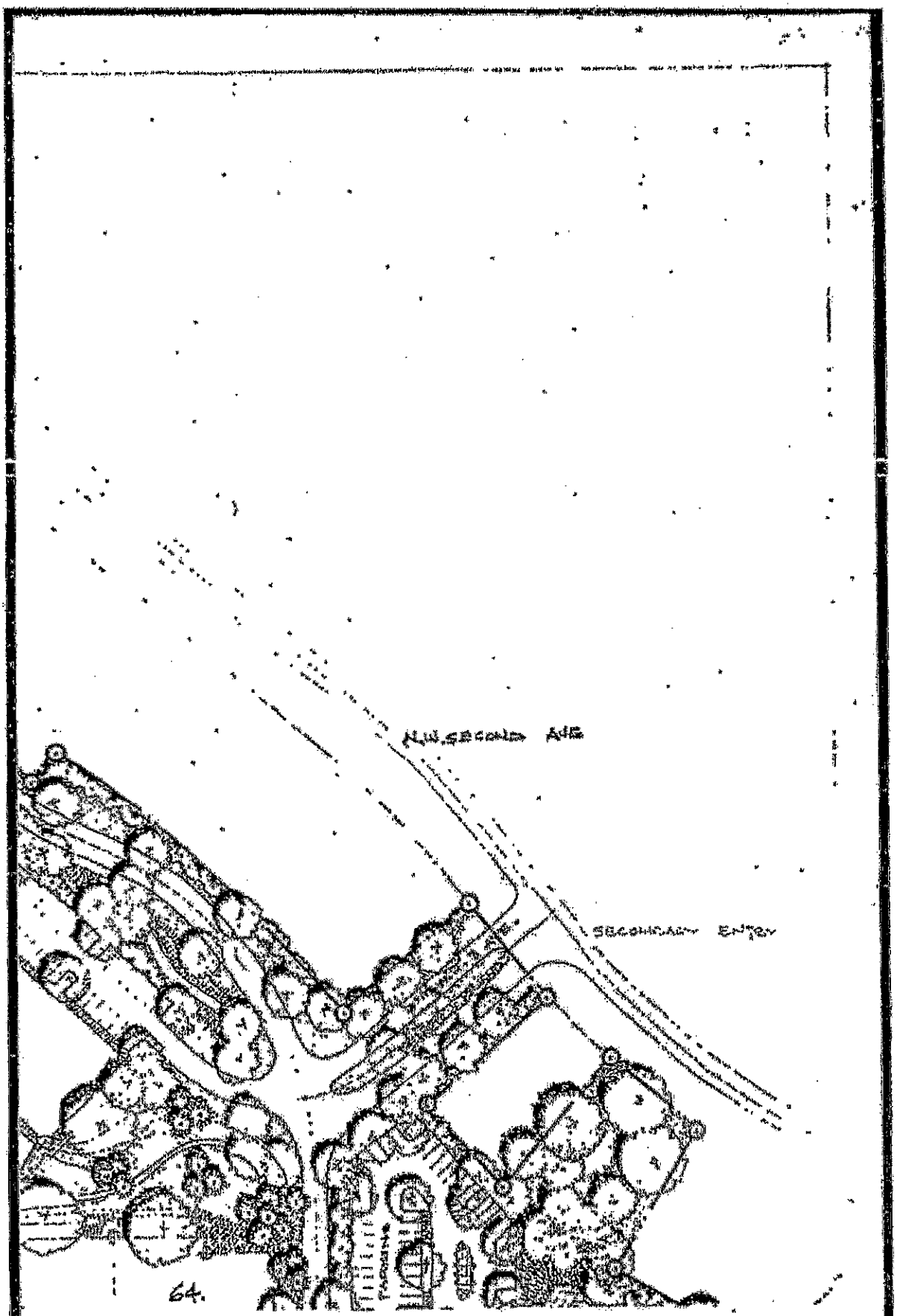

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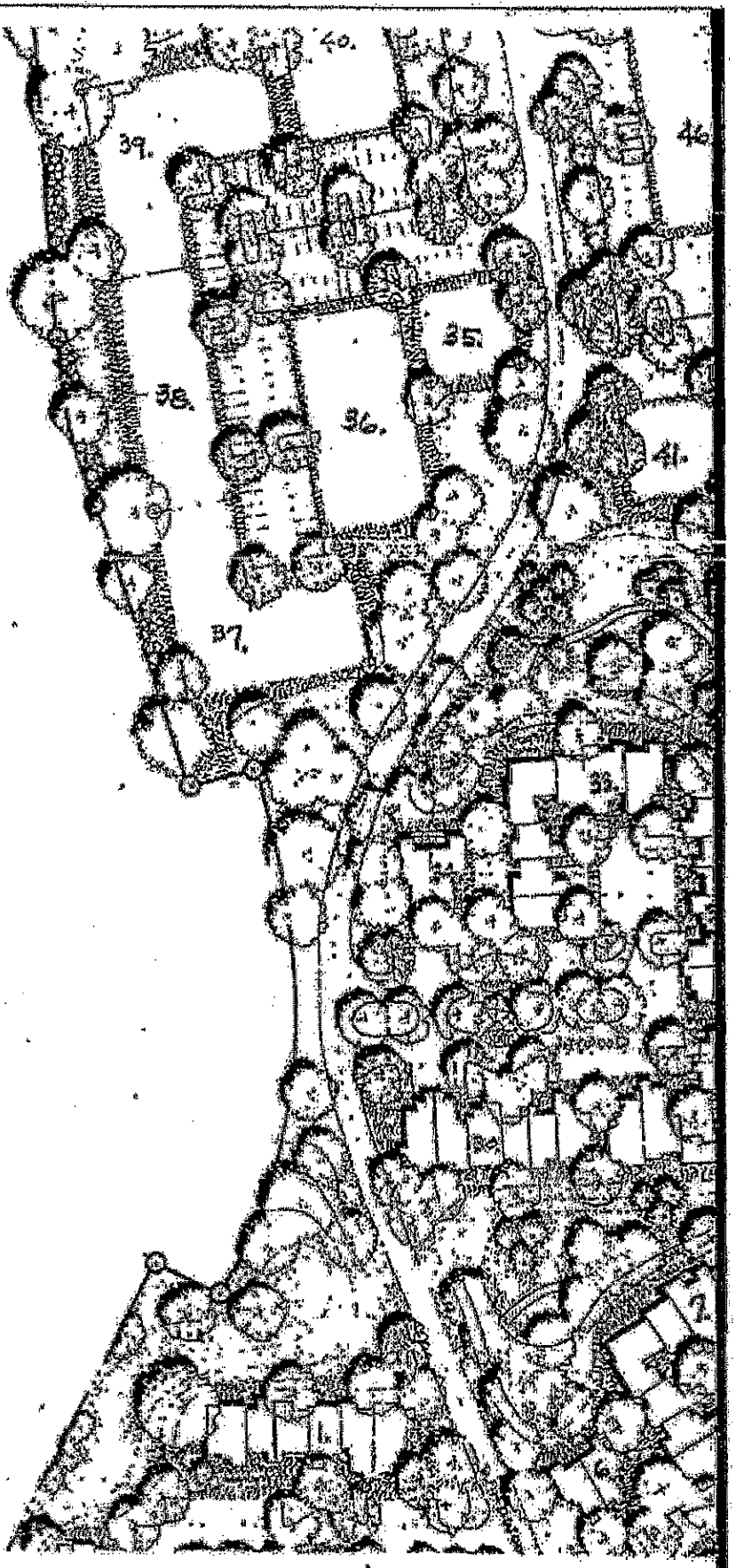

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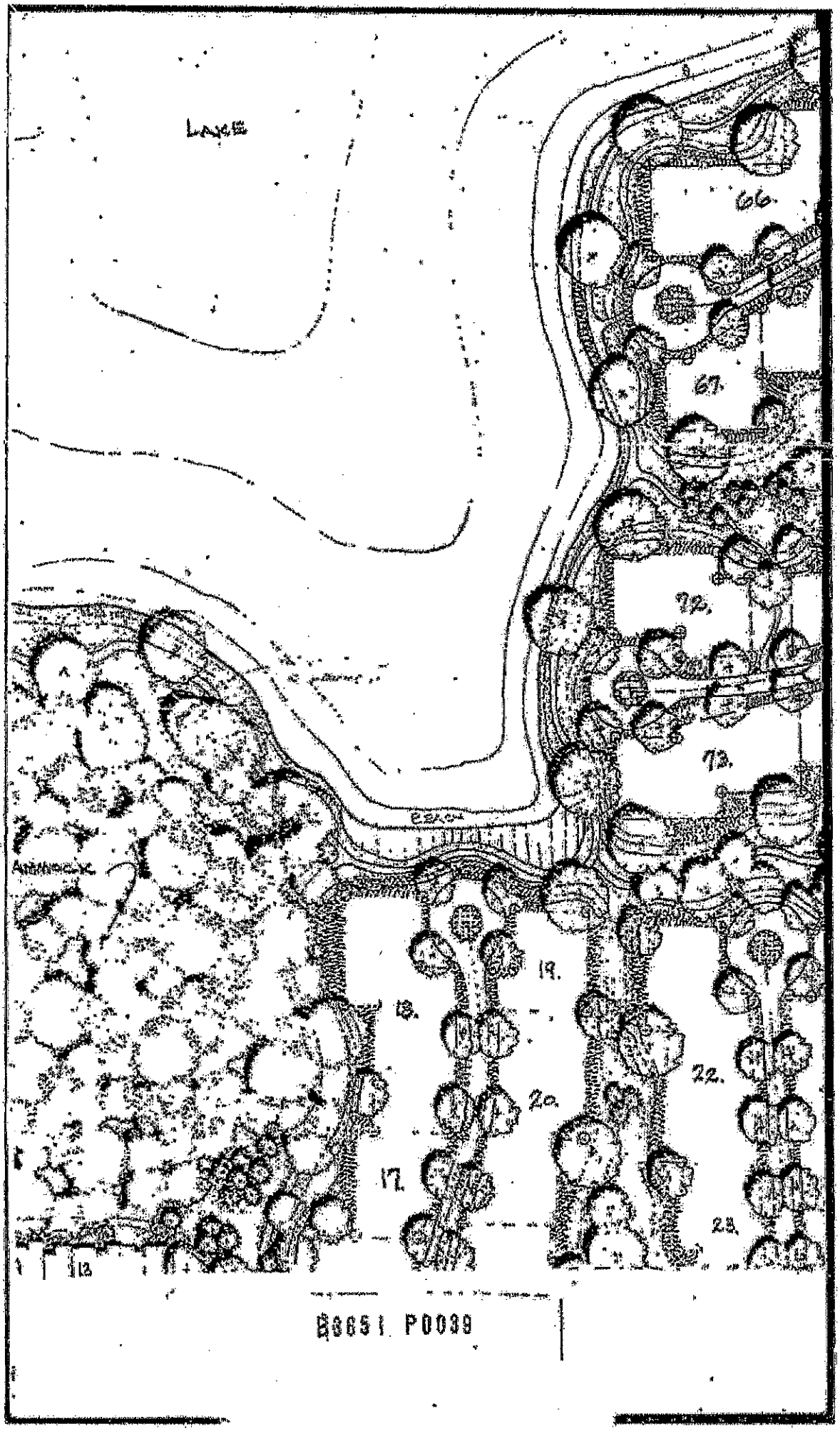
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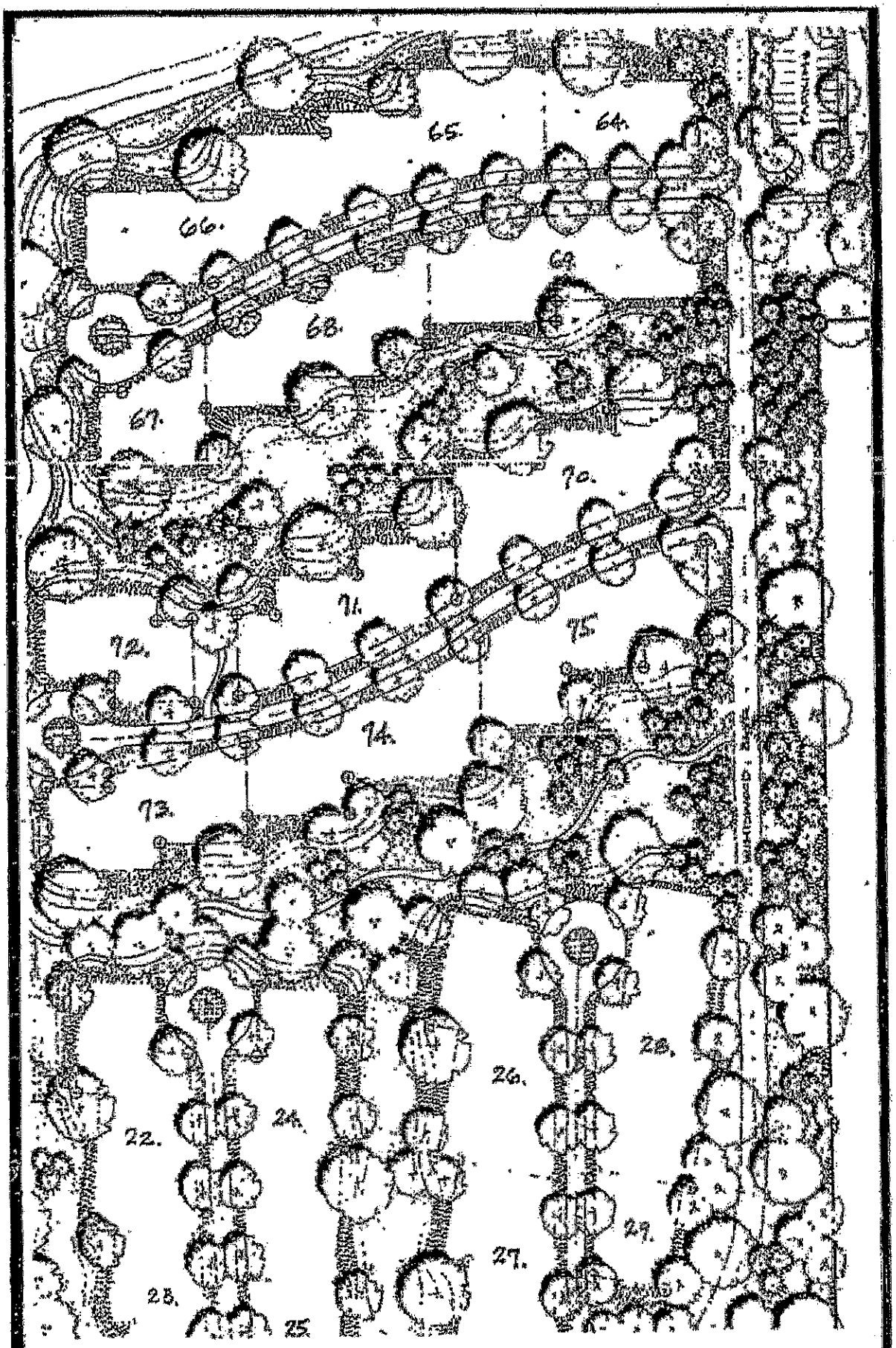

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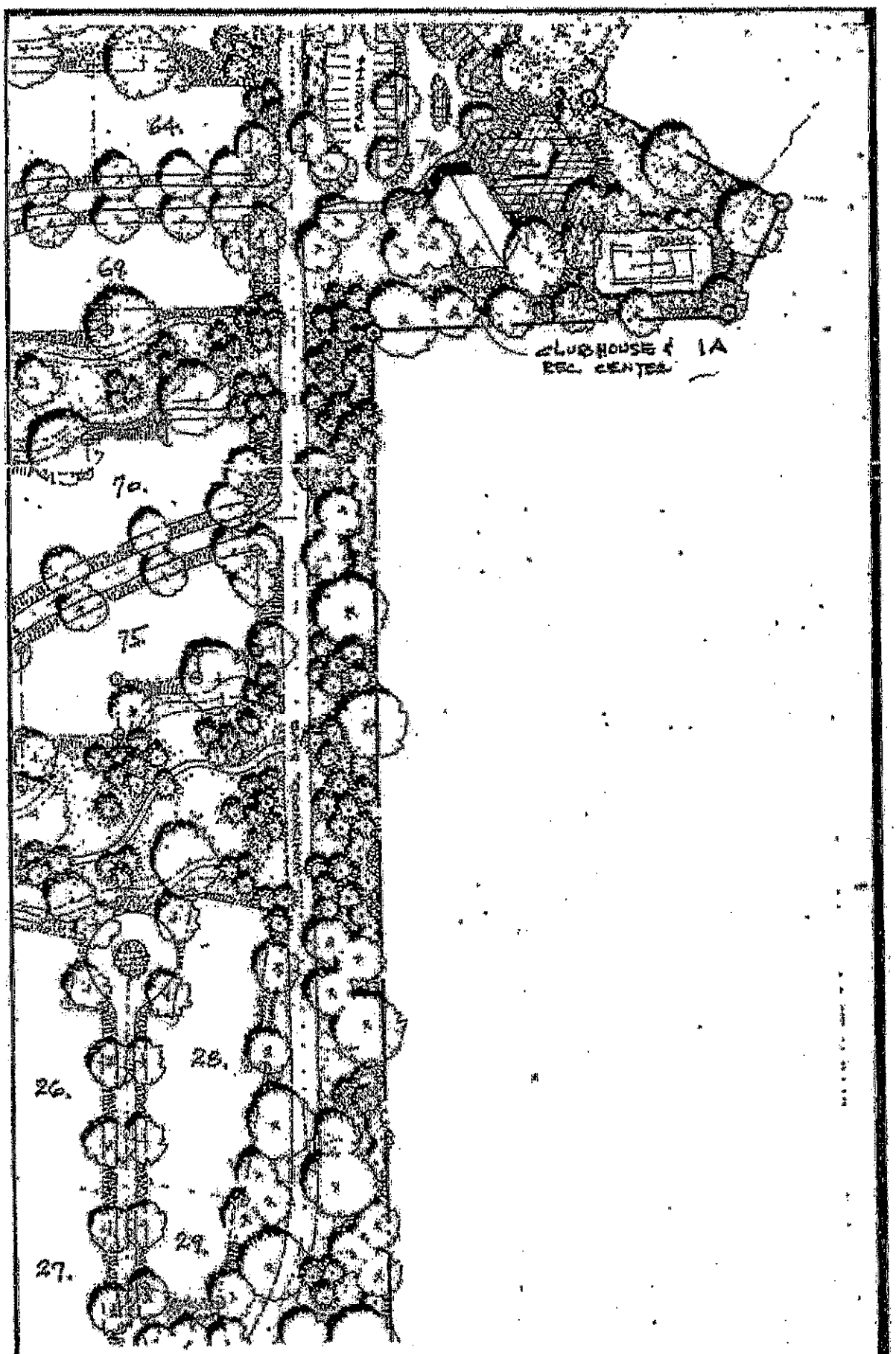
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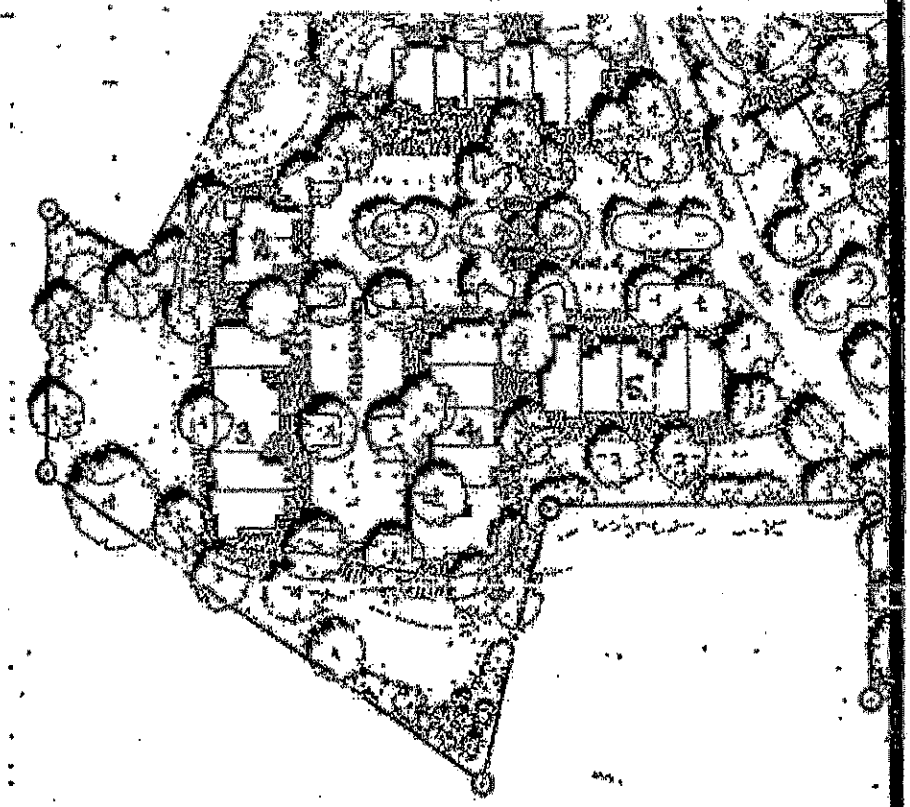

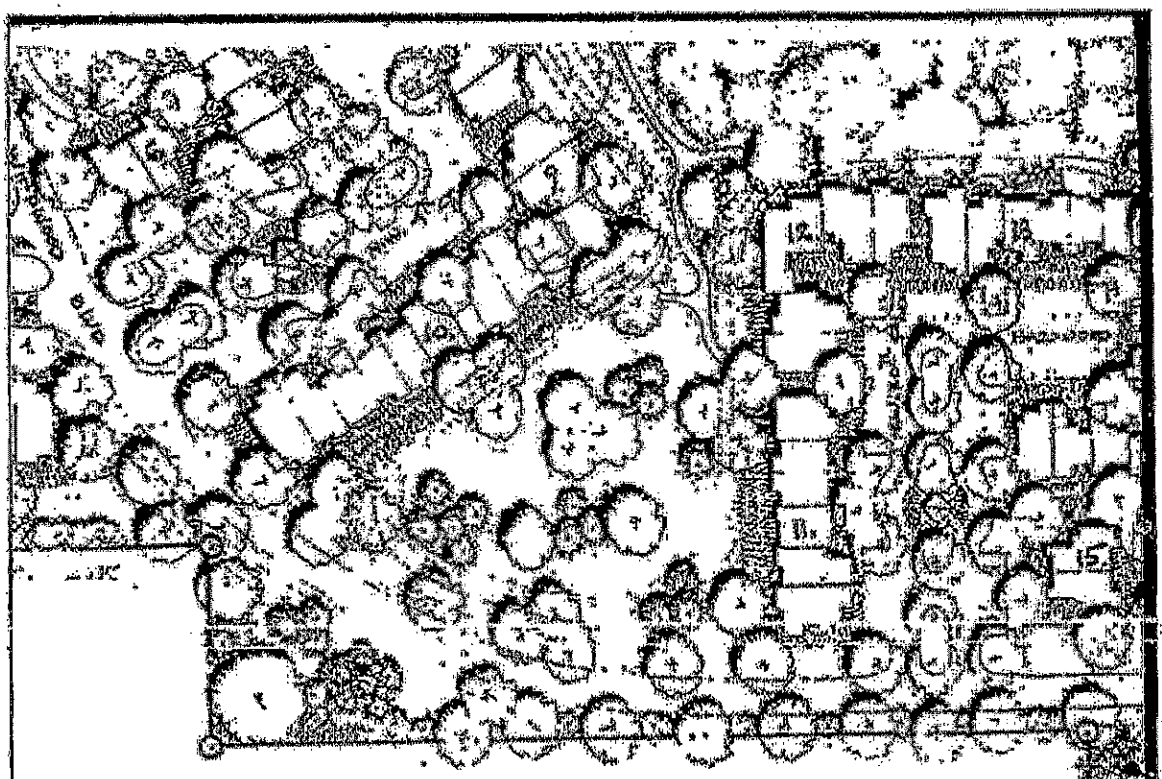

EXHIBIT "B" T
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WINDW

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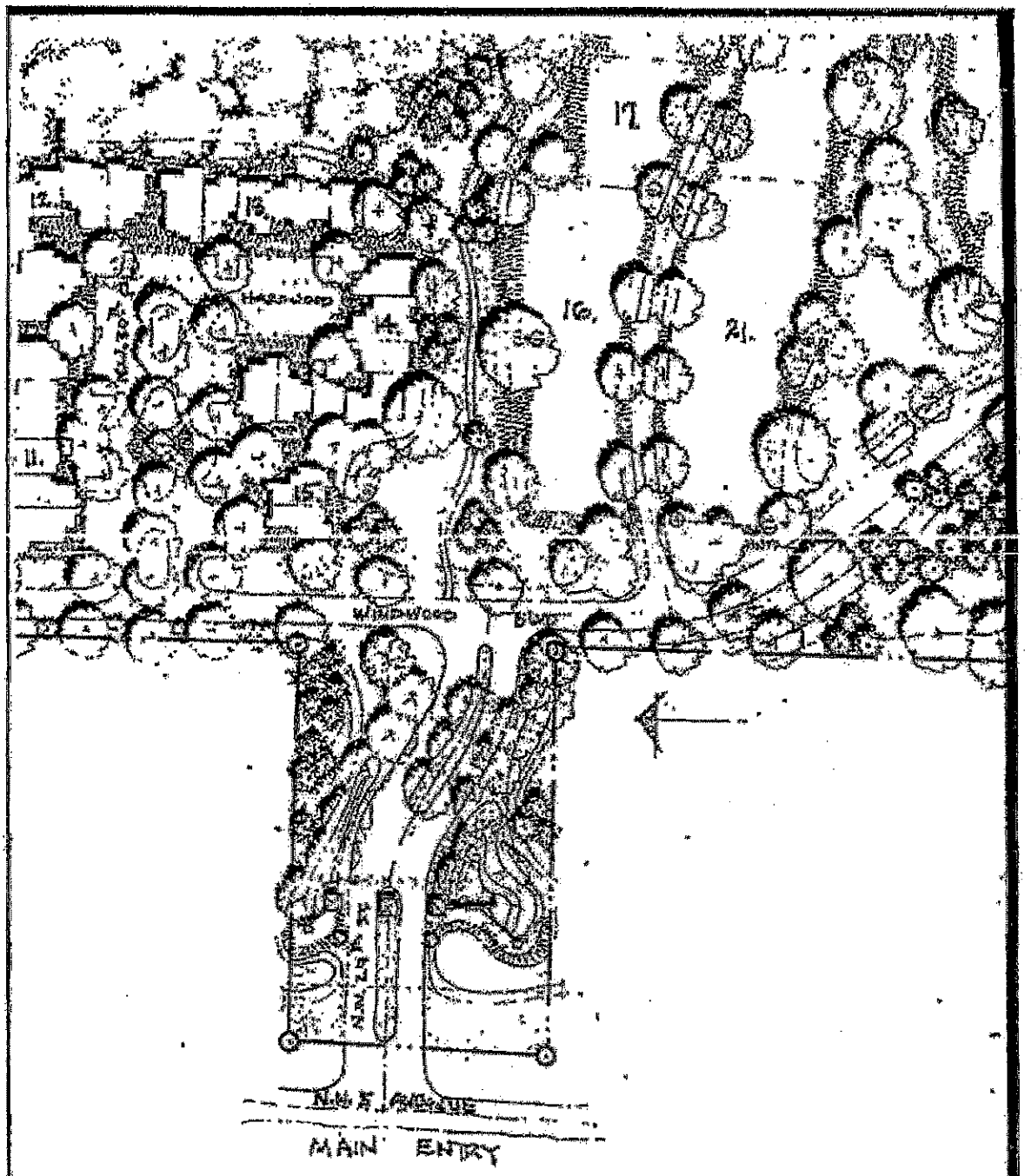
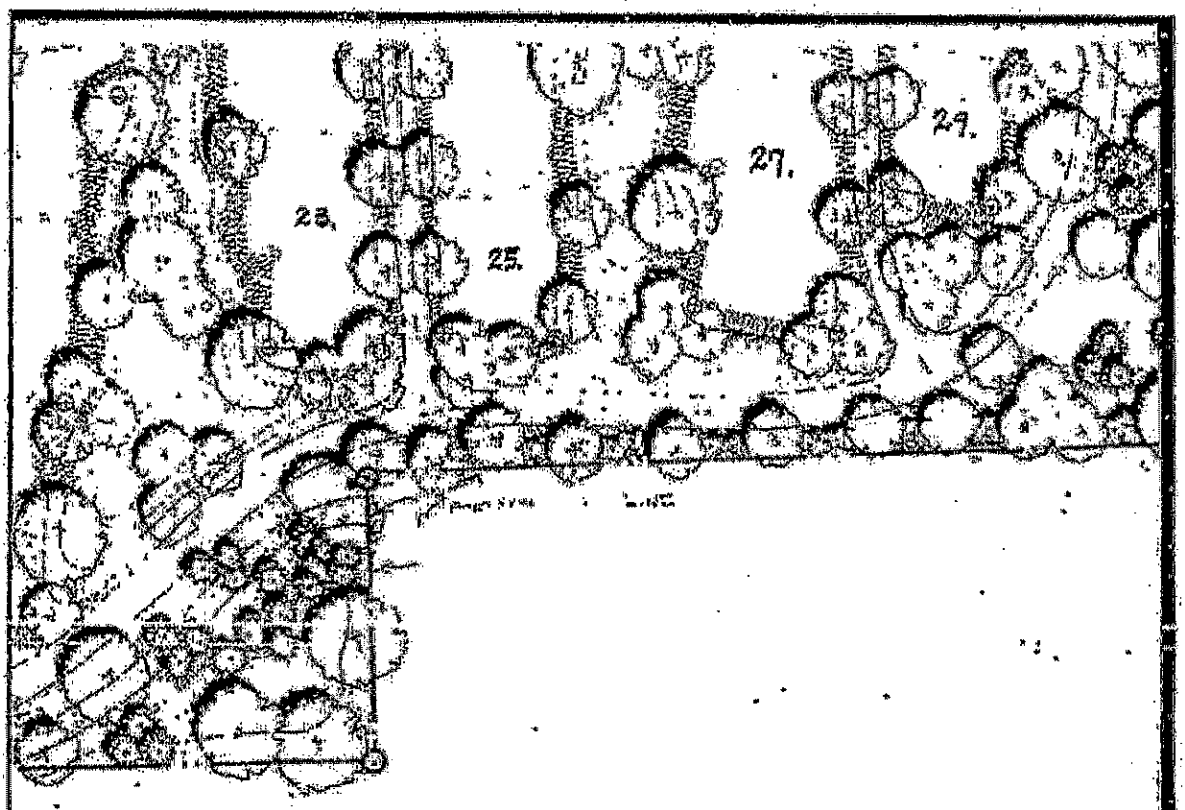


EXHIBIT "B" TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR WINDWOOD



PROPOSED WINDWOOD D

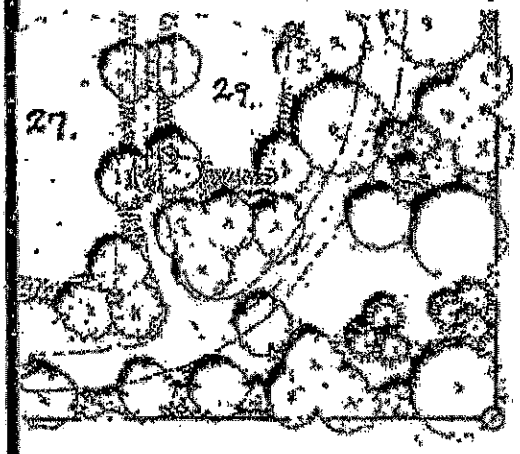
EXHIBIT "A"

MAY 28, 1981

NOTE - DEVELOPER RESERVES THE RIGHT ... INCLUDING MODIFICATIONS TO THE PLANS AS ... FACILITIES, LANDSCAPING AS SHOWN IS SUBJ... MODIFICATIONS OF THE FINAL LANDSCAPING ...

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

B3651 P0045



MINTWOOD DEVELOPMENT SKETCH

EXHIBIT "A"

MAY 28, 1981

RESERVING THE RIGHT TO MODIFY THIS DEVELOPMENT PLAN INCLUDING TO THE PLANS AND COMPOSITION OF THE RECREATIONAL FACILITIES AS SHOWN IS FOR DISPLAY PURPOSES AND NOT OF THE FINAL LANDSCAPE PLAN.

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

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

FIRST AMENDMENT TO DECLARATION
OF COVENANTS AND RESTRICTIONS FOR WINDWOOD

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR WINDWOOD, made and executed this 30th day of September, 1982.

W I T N E S S E T H:

WHEREAS, VERSATILE INVESTMENT PROPERTIES, INC., a Florida corporation (hereinafter referred to as the "Developer"), and MONROE GELB and CARL A. SPATZ, as TRUSTEES, (hereinafter collectively referred to as the "Trustees"), have executed a certain Declaration of Covenants and Restrictions for Windwood, dated December 28, 1981 and recorded in Official Record Book 3651, at page 0001 through 0046, inclusive, Public Records of Palm Beach County, Florida (the "Declaration"), which Declaration applies to that certain real property situate in Palm Beach County, Florida and more particularly described in Exhibit "A" attached hereto and made a part hereof.

WHEREAS, the Declaration was supplemented by that certain First Supplement to Declaration of Covenants and Restrictions for Windwood, dated January 7, 1982 and recorded in Official Record Book 3654, page 0355 through 0363, Public Records of Palm Beach County, Florida (the "First Supplement"); and

WHEREAS, the Developer and the Trustees are hereinafter collectively referred to as the "Declarant"; and

WHEREAS, the Declarant wishes to amend the Declaration as hereinafter set forth.

NOW, THEREFORE, the Declarant hereby amends the Declaration in accordance with Article XV, Section 6 thereof, as hereinafter set forth.

The second sentence of Article I, paragraph one of the Declaration is hereby deleted and is replaced with the following:

"The Development shall consist of from 425 to 670 Condominium and Non-Condominium Dwelling Units, and shall also include private roads, recreational facilities and other Common Properties."

Except as modified hereby, and as supplemented by the First Supplement, the Declaration continues in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed this 6th day of Oct., 1982.

Signed, sealed and delivered
in the presence of:

(as to the Developer)

(as to GELB)

VERSATILE INVESTMENT PROPERTIES INC., a Florida corporation

By: _____ V.P.

(CORPORATE SEAL)

MONROE GELB, AS TRUSTEE

This Instrument Was Prepared By
And Should Be Returned To:
LEWIS F. GRIFFEN
GUNSTER, YOAKLEY, CRISER & STEWART
PROFESSIONAL ASSOCIATION
First National Bank Building
Palm Beach, Florida 33480

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(as to SPATZ)

CARL A. SPATZ, AS TRUSTEE

(as to the Association)

WINDWOOD HOMEOWNERS ASSOCIATION, INC., a Florida corporation

By: _____

(CORPORATE SEAL)

STATE OF FLORIDA)
:ss.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this _____ day of _____, 1982, by TARNO PURRE, as Vice President of VERSATILE INVESTMENT PROPERTIES, INC., a Florida corporation, on behalf of the corporation.

(NOTARY SEAL)

Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES OCT 3 1986
BONDED THRU GENERAL INSURANCE UND.

STATE OF FLORIDA)
:ss.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 30th day of September, 1982, by MONROE GELB, AS TRUSTEE, and CARL A. SPATZ, AS TRUSTEE.

(NOTARY SEAL)

Notary Public, State of Florida

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA
BONDED THRU GENERAL INSURANCE UND.
MY COMMISSION EXPIRES AUG 4 1986

STATE OF FLORIDA)
:ss.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 1st day of December, 1982, by TARNO PURRE, as President of WINDWOOD HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation.

(NOTARY SEAL)

Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES OCT 3 1986
BONDED THRU GENERAL INSURANCE UND.

R3005 P0112

EXHIBIT "A"

LEGAL DESCRIPTION

The Plat of WINDWOOD UNIT I, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 31, pages 202 and 203.

AND

The Plat of WINDWOOD UNIT II, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 31, pages 204 through 206, inclusive.

AND

A parcel of land, being a portion of Lot 20, Block 22, as shown on the Plat of BOCA RATON HILLS, SECTION 3, as recorded in Plat Book 23, page 81, of the Public Records of Palm Beach County, Florida, more particularly described as follows:

Beginning at a point on the South line of Lot 13, Block 22, of said Plat of BOCA RATON HILLS, said point being 5.02 feet westerly from the southeast corner of Lot 13; thence run southerly at right angles to the south line of Lot 13 (being the north line of Lot 20) a distance of 330 feet to a point; thence run easterly at right angles to the last described course a distance of 524.42 feet to a point; thence run northerly at right angles to the last described course a distance of 338.02 feet to the south lot corner common to Lots 18 and 19 of said Block 22; thence run westerly, along and coincidental with the north line of Lot 20, a distance of 524.92 feet to the Point of Beginning. Containing 3.98 Acres, more or less.

B3905 P0113

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

This instrument was prepared by
And should be returned to:
LEWIS F. CRYPEL
GUNSTER, YOAKLEY, CRYPEL ...
PROFESSIONAL ASSOCIATION
First Florida Bank Bldg.
Palm Beach, Florida 33480

2763R

SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR WINDWOOD

THIS AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR WINDWOOD, made and executed this 13th day of May, 1985, by VERSATILE INVESTMENT PROPERTIES, INC., a Florida corporation, (the "Developer"), and joined by MONROE GELB and CARL A. SPATZ, as Trustees (collectively, the "Trustees"), and WINDWOOD HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit (the "Association"),

W I T N E S S E T H:

WHEREAS, Developer, joined by the Trustees and the Association, executed that certain Declaration of Covenants and Restrictions for Windwood, dated December 28, 1981, and recorded on December 31, 1981, in Official Record Book 3651, Pages 0001 through 0046, inclusive, Public Records of Palm Beach County, Florida, as amended (the "Declaration"), which Declaration encumbers the property described therein and all property subsequently subjected thereto; and

WHEREAS, Article VII, Section 1, Subsection L provides that the Association shall be responsible for the maintenance of the exterior of each Non-Condominium Dwelling Unit (as such term is defined in the Declaration), including the roof and exterior walls, the painting and the exterior surfaces, and the maintenance of landscaping on each Lot (as such term is defined in the Declaration); and

WHEREAS, the Developer, joined by the Trustees and the Association, desire to amend the Declaration in order to clarify the method of funding of such maintenance costs; and

WHEREAS, Article XV, Section 6, Subsection A provides that prior to the date of turnover of control of the Association, the Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument

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executed by owners holding not less than one-half of the voting interest of the membership of the Association; and

WHEREAS, the Developer as of the date of execution hereof, still controls the Association and holds greater than one-half of the voting interest of the membership of the Association.

NOW, THEREFORE, in accordance with Article XV, Section 6, Subsection A, the Declaration is hereby amended as follows:

1. Article VII, Section 1, Subsection L is hereby amended to read as follows: Maintenance of the exterior of each Non-Condominium Dwelling Unit, including the roof and exterior walls, and painting of the exterior surfaces. The cost of such maintenance shall be funded at the time the maintenance takes place by a Special Assessment levied by the Association against the affected Non-Condominium Dwelling Units in accordance with Article VI, Section 2, Subsection C.

2. Article VII, Section 1, Subsection M is hereby amended to add the following sentence at the end of the subsection: The cost of maintenance of such landscaping shall be funded by General Assessment levied by the Association in accordance with Article VI, Section 1.

Except as expressly amended hereby, the Declaration, and all terms and provisions thereof, shall continue in full force and effect in accordance with its terms.

This instrument may be executed in one or more counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument.

8455b P0293

IN WITNESS WHEREOF, Developer, joined by the Trustees and the Association, has caused this instrument to be executed the day and year first written above.

Signed, sealed and delivered in the presence of:

VERSATILE INVESTMENT PROPERTIES, INC., a Florida corporation

By: _____ V.P.

(As to Developer)

"Developer"

(CORPORATE SEAL)

_____

MONROE GELB, as Trustee

(as to Trustee)

"Trustee"

_____

CARL A. SPATZ, as Trustee

(as to Trustee)

"Trustee"

WINDWOOD HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit

By: _____ PRES.

(as to Association)

"Association"

(CORPORATE SEAL)

STATE OF FLORIDA)
)ss.
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 13 day of May, 1985, by Tarng Furse, as VICE President of VERSATILE INVESTMENT PROPERTIES, INC., a Florida corporation, on behalf of the corporation.

(NOTARIAL SEAL)

_____
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES OCT 1 1986
BONDED THRU GENERAL INSURANCE UND

B4556 P0294

STATE OF FLORIDA)
)ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 14th day of May, 1985, by MONROE GELB, as Trustee.

(NOTARIAL SEAL)

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
BONDED THRU GENERAL INSURANCE UND.
MY COMMISSION EXPIRES JULY 26 1986

STATE OF FLORIDA)
)ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 14th day of May, 1985, by CARL A. SPATZ, as Trustee.

(NOTARIAL SEAL)

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
BONDED THRU GENERAL INSURANCE UND.
MY COMMISSION EXPIRES JULY 26 1986

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

The foregoing instrument was acknowledged before me this 13 day of May, 1985, by Terrie Furre, as President of WINDWOOD HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation.

(NOTARIAL SEAL)

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES OCT 1 1988
BONDED THRU GENERAL INSURANCE UND.

B4556 P0295

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

06/19/2003 11:27:19 20030362457
OR BK 15403 PG 0965
Palm Beach County, Florida

Prepared by:
Randall K. Roger & Associates, P.A.
621 NW 53rd Street, Suite 300
Boca Raton, FL 33487

Certificate of Amendment to the Declaration of Covenants and Restrictions for Windwood

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Covenants and Restrictions for Windwood, as described in Official Records Book 3651 at Page 0001of the Public Records of Palm Beach County, Florida were duly adopted in accordance with the Declaration of Covenants and Restrictions for Windwood.

IN WITNESS WHEREOF, we have affixed our hands this 27th day of May, 2003, at Boca Raton, Palm Beach County, Florida.

By: _____

Print: MARTIN SIML

Attest: _____

Print: TRENTON TAYLOR

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 27th day of May, 2003, by Martin Siml as President and Trenton Taylor as Secretary of Windwood Homeowners Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

NOTARY PUBLIC:

sign _____

print Randall L. Campbell

State of Florida at Large

My Commission Expires:

RANDALL L. CAMPBELL
Commission # DD [illegible]
Expires [illegible]
Bonded through
Florida Notary Assn., Inc.

AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR WINDWOOD

(additions indicated by underlining, deletions by "----" and unaffected language by ". . .")

ARTICLE XIV

SALE AND RENTAL OF DWELLING UNITS

. . .

SECTION 3: Notice of Outside Offer. Any Dwelling Unit owner who receives an Outside Offer which ~~he~~ Dwelling Unit owner intends to accept shall give written notice by certified mail to the Board of Directors of the Association of the receipt of such Outside Offer. Such notice shall also state the name and address of the Outside Offeror, an executed copy of the sales contract or a copy of the proposed lease, together with such other information concerning the Outside Offeror as the Board of Directors may reasonably require ("the application"). An application fee in an amount set by the Board from time to time, not to exceed the highest amount allowed by law as same may be amended from time to time, must also be paid with such application. No application shall be considered complete without the payment of the application fee. This notice to the Board of Directors shall constitute an offer by the Dwelling Unit owner to sell or lease his Dwelling Unit (as the case may be) to the Association or its nominee, upon the same terms and conditions as contained in the Outside Offer, and shall also constitute a warranty and representation by the Dwelling Unit owner to the Association that the Outside Offer is bona fide in all respects.

SECTION 4: Association's Right of First refusal. The Association shall have the right of first refusal to purchase or lease the Dwelling Unit (as the case may be), in accordance with the terms of the Outside Offer. The Association's right of first refusal shall be exercised within thirty (30) days following receipt of the notice from the Dwelling Unit owner and all other information requested by the Association,

including the application and application fee, by giving written notice to the Dwelling Unit owner by certified mail at his last known address. In the event the Association exercises its right of first refusal, the sale and purchase shall close, or the lease shall be executed (as the case may be), in accordance with the terms of the Outside Offer, within sixty (60) days following the Association's exercise of its right of first refusal. In the event of a sale and purchase, at closing, the Dwelling Unit owner shall convey title to the Association, or its nominee, by statutory warranty deed, and all documentary stamp taxes and other taxes in connection with the transaction shall be paid by the Dwelling Unit owner. Title shall be good and marketable and insurable and the Dwelling Unit owner shall deliver to the Association an abstract or title insurance commitment and policy at his expense. Real estate taxes, mortgage interest, if any, and Common Expenses shall be prorated between the Dwelling Unit owner and the Association, as of the closing date. In the event of a lease, the Dwelling Unit owner shall execute and deliver to the Association, or its nominee, an executed lease between the Dwelling Unit owner, as lessor, and the Association, or its nominee, as lessee, for the rental and term contained in the Outside Offer.

060581

ARTICLES OF INCORPORATION

OF

WINDWOOD HOMEOWNERS ASSOCIATION, INC.

(A Corporation Not For Profit)

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

ARTICLE I

NAME

The name of the corporation shall be WINDWOOD HOMEOWNERS ASSOCIATION, INC., hereinafter sometimes referred to as the "Association", or the "Corporation."

ARTICLE II

PRINCIPAL OFFICE

The initial principal office of the Association will be located at Suite 102, 1300 North Federal Highway, Boca Raton, Florida 33432.

ARTICLE III

REGISTERED AGENT AND REGISTERED OFFICE

Carl A. Spatz, whose address is Suite 805, 1401 Brickell Avenue, Miami, Florida 33131, is hereby appointed the initial registered agent of this Association, and his address is designated as the initial registered office of the Association.

ARTICLE IV

PURPOSE

A certain Declaration of Covenants and Restrictions for "Windwood" (the "Declaration") either now has, or will be, imposed upon certain lands in Palm Beach County, Florida by VERSATILE INVESTMENT PROPERTIES, INC., a Florida corporation (the "Developer"), and MONROE GELB and CARL A. SPATZ, as Trustees (the "Trustees") (the Developer and the Trustees being hereinafter referred to as the "Declarant"). The Declaration shall, among other things, establish and designate that the lands shall be known as "Windwood". All terms used herein which are defined in the Declaration shall have the same meaning herein as therein. This Association is organized to serve as the instrumentality of Dwelling Unit Owners in "Windwood" for the purpose of controlling and regulating use of the amenities therein; of promoting, assisting, and providing adequate and proper maintenance of "Windwood" for the benefit of all owners thereof; of providing and promoting recreational activity within "Windwood" through the acquisition of land and facilities (whether by fee simple ownership, leasehold or other possessory use interest), the maintenance of said land and facilities, and such other means and methods as it may deem in the best interest of its members; to exercise all power and discharge all responsibilities granted to it as a corporation under the laws of the State of Florida, its ByLaws, these Articles of Incorporation, and the Declaration; to acquire, hold, convey and otherwise deal with real and/or personal property in the Corporation's capacity as a homeowners association; and to otherwise engage in such additional lawful activities for the benefit, use, convenience and enjoyment of its members as it may deem proper.

ARTICLE V

POWERS

The powers of the Corporation shall include and be governed by the following provisions:

1. The Corporation shall have all of the common law and statutory powers of a corporation not for profit, which are not in conflict with the terms of these Articles and, in addition, all of the powers set forth in the Declaration, which are not in conflict with applicable law.

2. The Corporation shall have all of the powers reasonably necessary to implement the purposes of the Corporation, including, but not limited to, the following:

a. To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Corporation, in accordance with the Declaration.

b. To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.

c. To use the proceeds of assessments in the exercise of its powers and duties.

d. To borrow money, and with the consent of two-thirds (2/3) of the members, to 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. To dedicate, sell, lease or transfer all or any part of the Common Property to any public or private agency, authority or utility for such purposes as may be deemed advisable by the Board of Directors, including the leasing of portions of the Common Property for cable television towers and/or transmission lines and related facilities.

f. To purchase insurance pursuant to the Declaration.

g. To reconstruct improvements upon its property after casualty, and to further improve the property.

h. To promulgate and amend rules and regulations with respect to the use of its property.

i. To enforce, by legal means, the provisions of the Declaration, as the same may be amended from time to time.

j. To enforce, by legal means, the provisions of these Articles, the By-Laws of the Corporation and the rules and regulations for use of the Common Property.

k. To employ such personnel to perform the services required for proper management of the Association.

l. To maintain any surface water management system approved by South Florida Water Management District.

m. To maintain, repair, replace and deal with the condominium and non-condominium property within Windwood.

n. To possess, enjoy and exercise all powers necessary to implement, enforce, and carry into effect the powers above described, including the power to acquire, hold, convey and deal in real and personal property.

o. The Association shall have the right to enter into long term agreements.

ARTICLE VI

MEMBERS AND VOTING RIGHTS

The qualification of the members, the manner of their admission to membership and termination of such membership, and voting by members shall be as follows:

1. Until such time as the Declaration shall be recorded among Public Records of Palm Beach County, Florida, the membership of the Corporation shall be comprised of the Subscribers of these Articles, or their assigns, each of which Subscribers, or his assigns, shall be entitled to cast one (1) vote on all matters in which the membership shall be entitled to vote.

2. After the recording of the Declaration, the owners of each Dwelling Unit subjected to the Declaration (including the Developer and contract sellers) shall automatically become members of the Association upon acquisition of a fee simple title (or in the case of the Developer, upon the filing of the Declaration) to any Dwelling Unit subjected to the Declaration, by the filing of record therefor a deed in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, evidencing such ownership. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Upon the record
ing of the Declaration, the Subscribers who are members of the Corporation by virtue of Paragraph 1 above, shall no longer be members by virtue of Paragraph 1.

3. Developer has reserved the right to submit additional property to the Declaration and upon the submission of property to the Declaration, to designate the basis of ownership therein which may give rise to additional memberships in the Association.

4. Membership shall be compulsory and shall continue until such time as the member transfers or conveys of record his fee simple interest in the Dwelling Unit upon which automatic member-

ship is based or his interest is transferred and/or conveyed by operation of law, at which time the membership (with respect to the Dwelling Unit conveyed) shall automatically be conferred upon the transferee. Membership shall be appurtenant to and may not be separated from ownership of any Dwelling Unit which is subject to the Declaration.

5. The interest of a member in the funds and assets of the Corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Dwelling Unit. The properties, funds and assets of the Corporation shall be held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration and in the By-Laws which shall be adopted.

6. Each member of the Association shall be entitled to one (1) vote for each Dwelling Unit in which he holds the interest required for membership. When more than one person holds such interest in any Dwelling Unit, all such persons shall be members, and the vote for such Dwelling Unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Dwelling Unit.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors (hereinafter sometimes referred to as the "Board") consisting of not less than three (3) nor more than nine (9) members. Until such time as the closing of the sale by the Developer of the last Dwelling Unit constructed in Windwood, or until such earlier time as is determined in the Developer's sole discretion, the Developer shall have the right to appoint all members of the Board and all officers of the corporation, and no action of the membership of the Association shall be effective unless and until approved by the Developer. No Directors appointed by the Developer

need be members of the Association. At the annual meeting next succeeding the date upon which the Developer transfers and conveys of record the last of the Dwelling Units owned by it, as set forth hereinbefore, the membership of the Association shall elect the directors as provided in the By-Laws. Thereafter, succeeding Boards of Directors and succeeding Directors shall be elected by members in the manner and in accordance with the method provided for in the By-Laws of the Association, as the same shall be constituted from time to time.

The names and post office addresses of the persons who will serve as Directors until the first annual election meeting of members or until their successors are appointed or elected and qualify are as follows:

NAME	ADDRESS
Tarmo Purre	Suite 102 1300 North Federal Highway Boca Raton, Florida 33432
Leo Busschaert	Suite 102 1300 North Federal Highway Boca Raton, Florida 33432
Robert Lauther	Suite 102 1300 North Federal Highway Boca Raton, Florida 33432

ARTICLE VIII

OFFICERS

The officers of the Corporation shall be elected by the Board of Directors, in accordance with the By-Laws of the Corporation and, under the direction of the Board, shall carry out those duties assigned to them by the By-Laws. The offices shall consist of President, Vice President, Secretary and Treasurer. In addition, the Directors may provide for such agents, supervisory personnel or employees of the Corporation as they shall see fit, none of whom need be members of the Corporation. Commencing with the first regular meeting of the Board of Directors, officers will

be elected annually to hold office until the next annual meeting of the Board or until their successors are elected and qualified. The names of the officers who are to serve at the pleasure of the Developer until the first election by the Board are as follows:

NAME	OFFICE
Tarmo Purra	President
Leo Busschaert	Vice President
Robert Lauther	Secretary-Treasurer

Until such time as Declarant transfers and conveys of record all property subject to the Declaration, no officer need be a member of the Association. Thereafter, all officers must be members of the Association.

ARTICLE IX

DISSOLUTION OF THE ASSOCIATION

Upon dissolution of the Association, other than incident to a consolidation or merger, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

1. There shall be dedicated to any applicable municipal or other governmental authority any property determined by the Board of Directors of the Association to be appropriate for such dedication, provided the authority is willing to accept the dedication; except that if the dedication is refused, the property consisting of the surface water management system shall be dedicated to a similar non-profit corporation.

2. Remaining assets shall be distributed among the members, subject to the limitations set forth below, as tenants in common, each members' share of the assets to be determined in accordance with its voting rights.

3. The Association may be dissolved upon a resolution to that effect being recommended by all of the members of the Board of Directors, and, if such decree be necessary at the time of dissolution, after receipt of an appropriate decree as set forth in Florida Statutes Section 617.05 or statute of similar import, and approved by all of the voting rights of the Association's members.

ARTICLE X

BY-LAWS

The original By-Laws of this Association shall be adopted by the Board of Directors of the Association, and thereafter the By-Laws may be amended, altered or rescinded as set forth therein. Notwithstanding the foregoing, so long as Developer is the owner of any property affected by the Declaration or amendments thereto, or is entitled to appoint the Board of Directors of the Association, no amendment to the By-Laws will be effective without Developer's express written joinder and consent. No amendment shall be made to the By-Laws that is in conflict with these Articles of Incorporation or the Declaration.

ARTICLE XI

PROHIBITION AGAINST ISSUANCE OF STOCK AND DISTRIBUTION OF INCOME

The Corporation shall never have or issue any shares of stock, nor shall the Corporation distribute any part of its income, if any, to its members, directors or officers. Nothing herein, however, shall be construed to prohibit the payment by the Corporation of compensation in a reasonable amount to the members,

directors or officers for services rendered; nor shall anything herein be construed to prohibit the Corporation from making any payments or distributions to members of benefits, monies or properties permitted by Section 617.011, Florida Statutes.

ARTICLE XII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and every Officer of the Corporation shall be indemnified by the Corporation against all expenses and liability, including counsel 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 at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of wilful misfeasance in the performance of his duties; provided that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board approves such settlement and reimbursement as being in the interests of the Corporation. Such approval shall be made by a majority vote of a quorum consisting of directors who were not parties to such proceedings. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE XIII

TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

1. No contract (including a Management Agreement) or transaction between the Association and one or more of its Directors or Officers, or between the Association and any other corporation, partnership, association, trust 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 the officer's or director's votes are counted for such purpose. No director or officer of the Association shall incur liability by reason of the fact that the director or officer may be interested in any such contract or transaction.

2. Interested officers and 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.

ARTICLE XIV

SUBSCRIBERS

The names and post office addresses of the Subscribers to these Articles of Incorporation are as follows:

NAME	POST OFFICE ADDRESS
Tarmo Purre	Suite 102 1300 North Federal Highway Boca Raton, Florida 33432
Leo Busschaert	Suite 102 1300 North Federal Highway Boca Raton, Florida 33432
Robert Lauther	Suite 102 1300 North Federal Highway Boca Raton, Florida 33432

ARTICLE XIII

AMENDMENT

These Articles of Incorporation may be amended from time to time by resolution adopted by a majority of the Board of Directors and approved by a vote of fifty-one percent (51%) of the members

of this Association present at any meeting of the members of the Association called at least in part to consider such amendment, or approved in writing by the members of this Association having not less than fifty-one percent (51%) of the total membership vote; provided, however, that so long as Developer is owner of any Lot or any property affected by the Declaration or any amendment thereto or is entitled to appoint the Board of Directors of the Association, these Articles of Incorporation may be amended by resolution adopted by a majority of the Board of Directors, without approval of the members.

ARTICLE XIV

DURATION

The term of the Association shall be perpetual.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at Palm Beach, Palm Beach County, Florida, this ____ day of _____ _____, 19___.

_____ _____
TARMO PURRE

_____ _____
LEO BUSSCHAERT

_____ _____
ROBERT LAUTHER

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared TARMO PURRE, LEO BUSSCHAERT and ROBERT LAUTHER, to me well known and known to me to be the identical individuals described in and who executed the foregoing Articles of Incorporation of WINDWOOD HOMEOWNERS ASSOCIATION, INC., and they each acknowledged before me that they signed and executed the same for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Palm Beach, Palm Beach County, Florida this ____ day of _____, 19__.

_____
Notary Public
State of Florida at Large

My Commission expires:

(SEAL)

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In compliance with Section 48.091, Florida Statutes, the following is submitted:

That Windwood Homeowners Association, Inc. desiring to organize or qualify under the laws of the State of Florida with its principal place of business at Suite 102, 1300 North Federal Highway, Boca Raton, Florida 33432, has named CARL A. SPATZ, located at Suite 805, 1401 Brickell Avenue, City of Miami, State of Florida 33131, as its Agent to accept service of process within Florida.

WINDWOOD HOMEOWNERS ASSOCIATION, INC.

By:_____
Tarmo Purre, President

Dated:_____, 1981.

Having been named to accept service of process for the above stated corporation, at the place designated in this Certificate, I hereby agree to act in this capacity and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

_____
CARL A. SPATZ
REGISTERED AGENT

Dated:_____, 1981.

NOV-15-1991 04:15PM 91-326507

ORB 7024 PG 1585

FIRST CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION OF WINDWOOD HOMEOWNERS ASSOCIATION, INC.

THE UNDERSIGNED CERTIFY that the Articles of Incorporation of WINDWOOD HOMEOWNERS ASSOCIATION, INC. which Association is the "Association" referenced in the Declarations of Covenants and Restrictions for WINDWOOD recorded in Official Records Book 5851 at page 1001 of the Public Records of Palm Beach County, Florida has been amended as set forth in First Articles of Amendment to the Articles of Incorporation of WINDWOOD HOMEOWNERS ASSOCIATION, INC. A true and correct copy of the First Articles of Amendment are attached hereto as Exhibit "A". The Declaration concerns property located in Palm Beach County, Florida as set forth in Exhibit "B".

Dated this 5 day of November, 1991.

WINDWOOD HOMEOWNERS ASSOCIATION, INC.

Witness 1

By: Pamela A. Gates, President

Witness 2

By: Lynn Wade, Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)
) ss
COUNTY OF PALM BEACH)

BEFORE ME personally appeared Pamela A. Gates and Lynn Wade, known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed this instrument as President and Secretary, respectively, of WINDWOOD HOMEOWNERS ASSOCIATION, INC., with due and regular corporate authority, and that said instrument is their free act and deed.

WITNESS my hand and official seal in the County and State last aforesaid this 5 day of November, 1991.

Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES FEB. 11, 1992
BONDED THRU NOTARY PUBLIC UNDERWRITERS

This instrument prepared by
and RETURN to:
Michael J. Gelfand, Esq.
GELFAND & ARPE, P.A.
250 Australian Avenue South
One Clearlake Ctr. S, 1010
West Palm Beach, FL 33401
(407) 833-6224
WW0645J.ORM

Please type or legibly print the names of:

Witness 1: Tim Haec

Witness 2: Mary Ann Reilly

Notary Public: Judith Johanna Butler

ORB 7024 Pg 1586

State of Florida

Department of State

I certify that the attached is a true and correct copy of the Articles of Amendment, filed on September 23, 1991, to Articles of Incorporation for WINDWOOD HOMEOWNERS ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is 759259.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 25th day of September, 1991.

Jim Smith

Jim Smith
Secretary of State

CR2EO22 (2-91)

EXHIBIT "A"

ORB 7024 Pg 1587

FIRST ARTICLES OF AMENDMENT TO THE ARTICLES OF INCORPORATION OF WINDWOOD HOMEOWNERS ASSOCIATION, INC.

Pursuant to the provisions of Chapter 617, Fla. Stat. (1989), WINDWOOD HOMEOWNERS ASSOCIATION, INC. adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the Corporation is: Windwood Homeowners Association, Inc.

SECOND: The Corporation adopted an amendment to the Articles of Incorporation, specifically amending Article VII (page 6) entitled "Board of Directors" as follows:

(a) The affairs of the Association shall be managed by a Board of Directors (hereinafter sometimes referred to as the "Board") whose number, term and selection shall be as set forth in the Bylaws consisting of not less than ~~three (3) nor more than nine (9)~~ members.

(b) Until such time as the closing of the sale by the Developer of the last Dwelling Unit constructed in Windwood, or until such earlier time as it is determined in the Developer's sole discretion, the Developer shall have the right to appoint all members of the Board and all officers of the corporation, and no action of the membership of the Association shall be effective unless and until approved by the Developer.

(c) No Directors appointed by the Developer need be members of the Association. All other directors must be members of the Association.

(d) At the annual meeting next succeeding the date upon which the Developer transfers and conveys of record the last of the Dwelling Units owned by it or earlier if so determined by the Developer, as set forth hereinabove, the membership of the Association shall elect the directors as provided in the By-laws. Thereafter, succeeding Boards of Directors and succeeding Directors shall be elected by members in the manner and in accordance with the method provided for in the By-laws of the Association, as the same shall be constituted from time to time.

(e) The names and post office addresses of the persons who will serve as Directors until the first annual

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GELFAND & ARPE, P.A.
One Clearlake Centre, Suite 1010, 250 Australian Avenue South, West Palm Beach, Florida 33401
(407)615-0754 (Palm Beach) (305)463-1466 (Dade Exten. Broward)

election meeting of members or until their successors are appointed or elected and qualify are as follows:

NAME	ADDRESS
Tarmo Purre	Suite 102 1300 North Federal Highway Boca Raton, Florida 33432
Jacqueline Wood	Suite 102 1300 North Federal Highway Boca Raton, Florida 33432
Carl A. Spatz	Suite 102 1300 North Federal Highway Boca Raton, Florida 33432

The language added is underlined; the language deleted is ~~struck-out~~.

THIRD: The amendments were adopted by the Corporation's Board of Directors pursuant to Articles of Incorporation XIII. Approval by only the Board of Directors for these Articles of Amendment is appropriate because the developer still owns a lot or property affected by the Declaration, therefore the members have no vote.

FOURTH: These Articles of Amendment were adopted by the Board of Directors on the 20th day of September, 1991.

DATED this 20th day of September, 1991.

Witnesses:

WINDWOOD HOMEOWNERS ASSOCIATION, INC.

By: _____
Tarmo Purre, President

By: _____
Jacqueline Wood, Secretary

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 acknowledgments, personally appeared TARMO PURRE and JACQUELINE WOOD, the President and Secretary, respectively, of WINDWOOD HOMEOWNERS ASSOCIATION, INC., to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

Gilpin & Kent, P.A.
One Clearlake Centre, Suite 1210, 250 Australian Avenue South, West Palm Beach, Florida 33401
(407)655-6224 (Palm Beach) (305)428-8644 (Dade Area, Direct)

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of September, 1991.

Judith Johnson Butler
Notary Public (Judith Johnson Butler)
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES FEB. 11, 1992
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECORDER'S MEMO: Legibility of Writing, Typing or Printing Unsatisfactory in this document when received.

GUIDON & ASSN., P.A.
One Clearlake Centre, Suite 1010, 250 Australian Avenue South, West Palm Beach, Florida 33401
(407)659-4224 (Palm Beach) (305)462-4414 (Dade Metro) Fax:(407)659-4284

Best Copy Available

LEGAL DESCRIPTION

The Plat of WINDWOOD UNIT I, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 31, pages 202 and 203.

AND

The Plat of WINDWOOD UNIT II, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 31, pages 204 through 206, inclusive.

AND

"A parcel of land, being a portion of Lot 20, Block 22, as shown on the Plat of BOCA RATON HILLS, SECTION 2, as recorded in Plat Book 23, page 81, of the Public Records of Palm Beach County, Florida, more particularly described as follows:

Beginning at a point on the South line of Lot 13, Block 22, of said Plat of BOCA RATON HILLS, said point being 5.02 feet Westerly, from the Southeast corner of Lot 13; thence run Northerly at right angles to the South line of Lot 13, being the North line of Lot 200 a distance of 329 feet to a point; thence run Easterly at right angles to the last described course a distance of 224.47 feet to a point; thence run Northerly at right angles to the last described course a distance of 330.02 feet to the South lot corner common to Lots 18 and 19 of said Block 22; thence run Westerly, along and coincidental with the North line of Lot 20, a distance of 524.02 feet to the Point of Beginning. Containing 3.98 Acres, more or less.

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

EXHIBIT B

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

060581

BY-LAWS
OF
WINDWOOD HOMEOWNERS ASSOCIATION, INC.

A Non-Profit Corporation Under
the Laws of the State of Florida

ARTICLE I

IDENTITY

Section 1: The name of this corporation is WINDWOOD HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Corporation" or "Association".

Section 2: The initial principal office of the Corporation is 1300 North Federal Highway, Boca Raton, Florida 33432.

Section 3: The seal of the Association shall bear the name of the Association, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation, an impression of which is as follows:

Section 4: As used herein, terms defined in that certain Declaration of Covenants and Restrictions for WINDWOOD as it may be amended from time to time (the "Declaration") shall mean the same herein.

ARTICLE II

PURPOSES

This Association is organized to serve as the instrumentality of unit owners in WINDWOOD for the purpose of controlling and regulating use of the amenities therein; of promoting, assisting, and providing adequate and proper maintenance of WINDWOOD for the benefit of all owners therein; of providing and promoting recreational activity within WINDWOOD through the acquisition of land and facilities (whether by fee simple ownership, leasehold or other possessory use interest), the maintenance of the land and facilities, and such other means and methods as it may deem in the best interest of its members; to exercise all powers and discharge all responsibilities granted to it as a corporation under the laws of the State of Florida, its Articles of Incorporation and these By-Laws, and the Declaration; to acquire, hold, convey and otherwise deal with real and/or personal property in the Association's capacity as a homeowners association; and to otherwise engage in such additional lawful activities for the benefit, use, convenience and enjoyment of its members as it may deem proper.

ARTICLE III

DIRECTORS AND OFFICERS

Section 1. Directors.

A. The affairs of the Association shall be managed by a Board of Directors which shall consist of not less than three (3), nor more than nine (9) members. The initial Board shall consist of the individuals named in the Articles of Incorporation of the Association, who shall serve until such time as the Developer, its successors or assigns, transfers and conveys of record the last of the Dwelling Units owned by it, including such Dwelling Units as may be constructed upon any additional property as may subsequently be subjected to the Declaration.

B. At the first annual meeting of members immediately succeeding the date upon which Developer, its successors or assigns, transfers and conveys of record the last of the Dwelling Units owned by it, a Board of Directors shall be elected by the members of the Association.

C. Directors shall be elected as follows: Prior to each annual meeting, the Board of Directors shall appoint a Nominating Committee consisting of three (3) members, using such procedures as the Board may establish. The Nominating Committee shall nominate one person for each vacancy to be filled at that annual meeting, and each Board member shall be provided with a list of the nominations at least one (1) day prior to the annual meeting. Other nominations may be made from the floor. The election shall be by written ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled.

D. There shall be no cumulative voting.

E. Vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors, except as otherwise provided herein.

F. The organizational meeting of the newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

G. No director shall receive or be entitled to any compensation for his services as director, but shall be entitled to reimbursement for all expenses sustained by him as such, if incurred upon the authorization of the Board.

H. Until such time as Developer, its successors or assigns transfers and conveys of record the last of the Dwelling Units owned by it, no director or officer need be a member of the Association. Thereafter, all directors and officers must be members of the Association.

Section 2. Officers. The executive officers of the Association shall be: President, Vice President, Secretary, and Treasurer, and such other officers as the Board of Directors may appoint. The officers named in the Articles of Incorporation shall serve until replaced by Developer or until the first regular meeting of the Board, whichever shall occur first. Officers elected at the first meeting of the Board shall hold office until the next annual meeting of the directors, or until their successors shall have been appointed and shall qualify. So long as Developer retains the right of appointment of the Board of Directors, no officer appointed by the Board shall serve the Association until such time as Developer approves the appointment. Upon the appointment of an officer by the Board of Directors, whether the appointment occurs at the annual meeting or otherwise, the Board shall forthwith submit the name of such newly appointed officer or officers, as the case may be, in writing to Developer. Developer shall approve or disapprove said officer, or officers, within twenty (20) days after receipt of said name or names. In the event Developer fails to act within such time period, such failure shall be deemed approval by Developer.

Section 3. Resignation, Vacancy, Removal.

A. Resignation: Any director or officer of the Association may resign at any time, by instrument in writing. Resignations shall take effect at the time specified therein, and if no time is specified, resignations shall take effect at the time of receipt by the President or Secretary of the Association. The acceptance of a resignation shall not be necessary to make it effective.

B. Director Vacancy: When a vacancy occurs on the Board of Directors, the vacancy shall be filled by Developer, its successors or assigns, until such time as Developer transfers and conveys of record the last of the Dwelling Units owned by it, including such Dwelling Units as may be constructed upon any additional property as may subsequently be subjected to the Declaration. Subsequent to the annual meeting of the members next succeeding the date upon which Developer transfers and conveys of record the last of the Dwelling Units owned by it, as set forth hereinabove, a vacancy occurring on the Board of Directors shall be filled by the remaining members of the Board of Directors at their next meeting by electing a person who shall serve until the next annual meeting of members.

C. Officer Vacancy: When a vacancy occurs in an office for any reason before an officer's term has expired, the office shall be filled by the Board of Directors at its next meeting by electing a person to serve for the unexpired term or until a successor has been elected by the Board of Directors and shall qualify. So long as Developer has or retains the right of appointment of the Board of Directors, no officer appointed hereunder shall serve the Association until such time as Developer approves the appointment. Upon the appointment of an officer by the Board of Directors pursuant to this provision, the Board of Directors shall forthwith submit the name of such newly appointed officer or officers, as the case may be, in writing to Developer and Developer shall approve or disapprove said officer or officers, within twenty (20) days after receipt of said name or names, and in the event Declarant fails to act within such time period, such appointment shall be deemed approved by Developer.

D. Removal: Any officer may be removed with or without cause by a majority vote of the full Board of Directors at a meeting of Directors called at least in part for the purpose of considering such removal. Any officer or director may be removed with or without cause, and for any reason, upon a petition

in writing by a majority of the members of the Association approved at a meeting of members called at least in part for the purpose, by a two- thirds (2/3rds) vote of the membership, provided, however, that removal by a vote of the membership shall not apply so long as Developer has the right to appoint the members of the Board of Directors. The petition calling for the removal of such officer or director shall set forth a time and place for the meeting of members, and notice shall be given to all members of such special meeting of the members at least ten (10) days prior to such meeting in the manner provided in these By-Laws for the giving of notices of special meetings. At any such meeting, the officer or director whose removal is sought shall be given the opportunity to be heard. In addition, during the period of time during which Developer has or retains the right of appointment of the members of the Board of Directors, any officer or member of the Board of Directors may be removed with or without cause by Developer at its discretion.

Section 4. Indemnification of Directors, Officers and Employees. Every Director and every Officer of the Association shall be indemnified by the Association against liability and expenses which he may incur by reason of his being or having been a Director or Officer of the Association, in accordance with the terms of the Articles of Incorporation of the Association (hereinafter referred to as the "Articles of Incorporation").

ARTICLE IV

POWERS AND DUTIES OF THE ASSOCIATION AND THE EXERCISE THEREOF

The Association shall have all powers granted to it by law, the Declaration, the Articles of Incorporation, and these ByLaws, all of which shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted in the Declaration, these By-Laws or by law; the powers of the Association shall include but not be limited to the following:

1. All of the powers specifically provided for in the Declarations and in the Articles of Incorporation.

2. The power to levy and collect those assessments against Dwelling Units as are provided for in the Declaration.

3. The power to expend monies collected for the purpose of paying the expenses of the Association.

4. The power to purchase equipment, supplies and material required in the maintenance, repair, replacement, operation and management of the Association's property.

5. The power to insure and keep insured the buildings and improvements of the Association and the individual Non-Condominium Dwelling Units.

6. The power to employ the personnel required for the operation of the Association, the Association's property and the Common Property.

7. The power to pay utility bills for utilities serving the Association's property and the Common Property.

8. The power to contract for the management of the Association's property and to delegate to its contractor as manager, all of the powers and duties of the Association, except those matters which must be approved by members.

9. The power to make reasonable Rules and Regulations and to amend them from time to time.

10. The power to improve the Association's property and the Common Property, subject to the limitations of the Declaration.

11. The power to enforce by any legal means the provisions of the Articles of Incorporation, the By-Laws, the Declaration and the rules and regulations promulgated by the Association.

12. The power to collect delinquent assessments by suit or otherwise, and to abate nuisances and enjoin or seek damages from Dwelling Unit owners for violation of the provisions of the Declaration, the Articles of Incorporation, these By-Laws or the Rules and Regulations.

13. The power to pay all taxes and assessments which are liens against the Association's property and the Common Property.

14. The power to control and regulate the use of the Association's property and the Common Property by the members and to promote and assist adequate and proper maintenance of that property.

15. The power to borrow money and the power to select depositories for the Association's funds, and to determine the manner of receiving, depositing, and disbursing those funds and the form of check and the person or persons by whom the same shall be signed, when not signed as otherwise provided by these By-Laws. Corporate funds may be deposited in such accounts as are selected by the Board of Directors including passbook savings accounts, certificates of deposits, U.S. Treasury bills and money market accounts with an investment firm or firms.

16. The power to acquire real and personal property for the benefit and use of its members and to dispose of the property in accordance with the Declaration and the Articles of Incorporation.

17. The power to enter into a long term contract with any person, firm, corporation or real estate management agent of any nature or kind, to provide for the maintenance, operation, repair and upkeep of the Association's property and the Common Property and of any facilities on lease to the Association or otherwise provided for the Association members' usage. The contract may provide that the total operation of the managing agent, firm or corporation shall be at the cost of the Association. The contract may further provide that the managing agent shall be paid from time to time a reasonable fee either stated as a fixed fee or as a percentage of the total costs of maintenance, operation, repair and upkeep or of the total funds of the Association handled and managed by the managing agent. Such fee, if any, shall be another of the management function costs to be borne by the Association, unless the contract provides to the contrary.

18. The power to establish additional officers and/or directors of this Association and to appoint all officers, except as otherwise provided herein.

19. The power to maintain any surface water management system approved by the South Florida Water Management District and the City of Boca Raton.

20. The power to possess, employ and exercise all powers necessary to implement, enforce and carry into effect the powers above described, including the power to acquire, hold, convey and deal in real and personal property.

ARTICLE V

DUTIES OF OFFICERS

Section 1. President. The President shall be the chief executive officer of the Association and shall:

A. Act as presiding officer at all meetings of the Association and of the Board of Directors.

B. Call special meetings of the Board of Directors and of members.

C. Sign, with the Secretary or Treasurer if the Board of Directors so requires, all checks, contracts, promissory notes, leases, deeds and other instruments on behalf of the Association, except those which the Board of Directors specifies may be signed by other persons.

D. Perform all acts and duties usually required of an executive to insure that all orders and resolutions of the Board of Directors are carried out.

E. Appoint committees and act as ex-officio member of all committees, and render an annual report at the annual meeting of members.

Section 2. 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 also shall assist the President generally, and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

Section 3. Secretary. The Secretary shall have the following duties and responsibilities:

A. Attend all regular and special meetings of the members of the Association and of the Board of Directors and keep all records and minutes of proceedings thereof or cause the same to be done.

B. Have custody of the corporate seal and affix the same when necessary or required.

C. Attend to all correspondence on behalf of the Board of Directors, prepare and serve notice of meetings, keep membership books and receive all applications for membership.

D. Perform such other duties as the Board of Directors may determine and on all occasions in the execution of his duties, act under the superintendence, control and direction of the Board of Directors.

E. Have custody of the minute book of the meetings of the Board of Directors and members, and act as transfer agent of the corporate books.

Section 4. Treasurer. The Treasurer shall:

A. Attend all meetings of the membership and of the Board of Directors.

B. Receive such monies as shall be paid into his hands for the account of the Association and disburse funds as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and be custodian of all securities, contracts, leases and other important documents of the Association which he shall keep safely deposited.

C. Supervise the keeping of accounts of all financial transactions of the Association in books belonging to the Association, and deliver such books to his successor. He shall prepare and distribute to all of the members of the Board prior to each annual meeting, and whenever else required, a summary of the financial transactions and condition of the Association from the preceding year. He shall make a full and accurate report on matters and business pertaining to his office to the members at the annual meeting, and make all reports required by law. He shall prepare the annual budget, and present it to the Board for its consideration.

D. The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Board of Directors. In the event the Association enters into a management agreement, it shall be proper to delegate such of the Treasurer's functions to the management agent as is deemed appropriate by the Board of Directors.

ARTICLE VI

MEMBERSHIP AND VOTING

Section 1. Qualification for Membership. The qualification for membership, and the manner of admission to membership and termination of such membership, shall be as follows: The owner of each Dwelling Unit subject to the Declaration (including the Developer and contract sellers) shall automatically become members of the Association upon acquisition of fee simple title (or in the case of the Developer, upon the filing of the Declaration) to any Dwelling Unit subject to the Declaration, by filing of record therefor a deed in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, evidencing such ownership. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be compulsory and shall continue until such time as the member transfers or conveys his fee simple

interest in the Dwelling Unit of record or the interest is transferred and conveyed by operation of law, at which time the membership with respect to the Dwelling Unit conveyed shall automatically be conferred upon the transferee. If title to a Dwelling Unit is held by more than one person, each such person shall be a member of the Association, but no Dwelling Unit shall be entitled to more than one (1) vote. Membership shall be appurtenant to and may not be separated from ownership of the Dwelling Unit. The Developer, by including additional property within the imposition of this Declaration, may cause additional membership in the Association and may designate the ownership basis for such additional membership.

Section 2. Right to Vote. Each member shall be entitled to one (1) vote for each Dwelling Unit in which he holds the interest required for membership. When more than one (1) person holds such interest in a unit, all such persons shall be members, and the vote for such unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Dwelling Unit and a vote shall not be divided into fractions.

Section 3. Designation of Voting Member. If more than one (1) person or a corporation or other entity owns a Dwelling Unit, they shall file a certificate with the Secretary of the Association naming the person authorized to cast votes for said Dwelling Unit. If the certificate is not on file, the owner(s) shall not be qualified to vote and the vote of such owner(s) shall not be considered in determining whether the quorum requirement has been met. If a Dwelling Unit shall be owned by husband and wife, as tenants by the entirety, no certificate need be filed with the Secretary naming the person authorized to cast votes for said unit, and either spouse, but not both, may vote in person or by proxy and be considered in determining whether the quorum requirement has been met at any meeting of the members, unless prior to such meeting either spouse has notified the Secretary in writing that there is disagreement as to who shall represent the Dwelling Unit at the meeting, in which case the certificate requirements set forth above shall apply.

ARTICLE VII

MEETINGS, SPECIAL MEETINGS, QUORUMS, PROXIES

Section 1. Meetings of Members.

A. Place of Meetings: All meetings of the Association shall be held at the office of the Association, or may be held at such time and place as shall be stated in the notice thereof.

B. Annual Meetings: Annual members' meetings shall be held upon a date appointed by the Board of Directors, which shall fall between the first day of January and the 31st day of March, in each and every calendar year subsequent to relinquishment of control of the Association by Developer. No meeting shall be held on a legal holiday. The meetings shall be held at such time as the Directors shall appoint from time to time. The purpose of such meeting shall be the election of directors and the transaction of other business authorized to be transacted by members. The order of business shall be as determined by the Board of Directors.

C. Special Meetings: Special Meetings shall be held whenever called by the President or by a majority of the Board of Directors and must be called by the Secretary, upon receipt of a written request from members of the Association owning a majority of the Dwelling Units subject to the Declaration. Business transacted at all special meetings shall be confined to the objects and action to be taken as stated in the notice of meeting.

D. Proxies: Votes may be cast in person or by proxy. Proxies must be filed with the Secretary of the Association at least twenty-four (24) hours prior to the meeting. A proxy shall be valid and entitle the holder thereof to vote until revoked in writing by the grantor, such revocation to be filed with the Secretary, or until the death or legal incompetence of the grantor.

E. Quorum: A quorum for the transaction of business at the annual meeting or any special meeting shall consist of a majority of members' total votes being present, either in person or by proxy, but the members present at any meeting although less than a quorum, may adjourn the meeting to a future date.

F. Voting Required to Make Decisions: When a quorum is present at any meeting, the vote of a majority of the members' votes present in person or by proxy shall decide any question brought before the meeting, unless the Declaration, the Articles, these By-Laws or any applicable statute provides otherwise, in which event the vote prescribed by the Declaration, the Articles, these By-Laws or such statute shall control.

Section 2. Directors' Meetings.

A. Annual Meeting: The annual meeting of the Board of Directors shall be held immediately following the adjournment of the annual meeting of members. The Board of Directors may establish a schedule of regular meetings to be held at such place as the directors may designate. Regular meetings may be held without notice.

B. Special Meetings: Special meetings of the Board of Directors may be called by the President, upon notice to each director to be delivered by telephone, mail or in person. Special meetings may also be called on written request of two (2) directors. All notices of special meetings shall state the purpose, time and place of the meeting.

C. Quorum: At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of a majority of the directors present at such meeting at which a quorum is present, shall be the acts of the Board of Directors except where approval

by a greater number is required by the Declaration, the Articles of Incorporation or these By-Laws. At any meeting at which a quorum is not present, the presiding officer may adjourn the meeting from time to time, and at any such adjourned meeting, any business which might have been transacted at the meeting as originally called, may be transacted without further notice.

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

E. Any action required to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing setting forth the action so to be taken, signed by all of the Directors, is filed in the minutes of the proceedings of the Board. Such consent shall have the same effect as a unanimous vote.

F. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

G. Any regular or special meeting of the Board of Directors may be held by telephone conference, at which each participating member can hear and be heard by all other participating members.

H. The order of business at Director's meetings shall be as determined by the Board of Directors.

ARTICLE VIII

NOTICE

Section 1. Annual Meeting. Written notice of the annual meeting of members shall be served upon or mailed to each member entitled to notice, at least ten (10) days, and no more than sixty (60) days, prior to the meeting. Such notice shall be hand delivered or mailed to each member at his address as it appears on the books of the Association. Proof of such mailing may be given by the Affidavit of the person giving the notice.

Section 2. Special Meeting. Written notice of a special meeting of members stating the time, place and object of such meeting shall be served upon or mailed to each member entitled to vote, at least two (2) days, and no more than sixty (60) days, prior to such meeting.

Section 3. Waiver. Nothing herein is to be construed to prevent members from waiving notice of meetings or acting by written agreement without meetings.

ARTICLE IX

PROCEDURE

Robert's Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles and By-Laws of the Association or with the Statutes of the State of Florida.

ARTICLE X

ASSESSMENTS AND MANNER OF COLLECTION

The Board of Directors shall have the power to levy and enforce assessments against Dwelling Unit owners, as set forth in the Declaration.

ARTICLE XI

FISCAL MANAGEMENT

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of July in each year, provided, however, that the Board of Directors is authorized to change to a different fiscal year at such time as the Board deems it advisable.

Section 2. Depositories. The funds of the Association shall be deposited in a bank or banks in Palm Beach County, Florida, in an account for the Association under resolutions approved by the Board of Directors, and shall be withdrawn only over the signature of the Treasurer, the President or such other persons as the Board may authorize. The Board may require more than one (1) signature on checks and bank drafts. The funds shall be used only for corporate purposes.

Section 3. Fidelity Bonds. Fidelity bonds may be required by the Board of Directors from all officers and employees of the Association, and from any contractor handling or responsible for corporate funds. The premiums for such bonds shall be paid by the Association.

Section 4. Records. The Association shall maintain accounting records according to good practice, which shall be open to inspection by members at reasonable times. Such records shall include a record of receipts and expenditures and accounts for each member, which accounts shall designate the name and address of the member, the amount of each assessment, the due dates and amount of each assessment, the amounts paid upon the account, and the balance due. A register for the names of any mortgage holders or lien holders who have notified the Association of their liens, and to which lienholders the Association will give notice of default if required, shall also be maintained.

Section 5. Annual Statement. The Board of Directors shall present annually to the members a full and clear statement of the business and condition of the Association, as prepared by an independent accountant.

Section 6. Insurance. The Association shall procure, maintain and keep in full force and effect, such insurance as may be required by the Declaration to protect the interest of the Association.

Section 7. Expenses. The receipts and expenditures of the Association may be created and charged to accounts as the Board of Directors may determine, in accordance with good accounting practices.

Section 8. Budget. The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the expenses, and to provide and maintain funds for the accounts established by the Board of Directors, in accordance with good accounting practices.

ARTICLE XII

ADMINISTRATIVE RULES AND REGULATIONS

The Board of Directors may, from time to time, adopt Rules and Regulations governing the details of the operation and use of the Common Property, provided that the Rules and Regulations shall be equally applicable to all members and uniform in application and effect.

ARTICLE XIII

VIOLATIONS AND DEFAULTS

In the event of a violation (other than non-payment of an assessment by a Dwelling Unit owner) of any of the provisions of the Declaration, these By-Laws, the Rules and Regulations of the Association or the Articles of Incorporation, the Association, after reasonable notice to cure, shall have all rights and remedies provided by law, including without limitation (and such remedies shall be cumulative) the right to sue for damages, the right to injunctive relief, and, in the event of a failure to pay assessments, the right to foreclose its lien as provided in the Declaration; and in every such proceeding, the Dwelling Unit owner at fault shall be liable for court costs and the Association's reasonable attorneys' fees. A suit to collect unpaid assessments may be prosecuted by the Association without waiving the lien securing such unpaid assessments.

ARTICLE XIV

AMENDMENT OF BY-LAWS

Section 1. Developer's Right to Amend. So long as Developer is the owner of any property affected by the Declaration or amendments thereto, or is entitled to appoint the Board of Directors, these By-Laws may be amended by an instrument in writing, signed by a majority of the Board of Directors. Such amendment must also have Developer's express written joinder and consent in order to be effective.

Section 2. Amendments After Developer Relinquishes Control. These By-Laws may be amended, modified or rescinded By a resolution adopted by a majority of the Board of Directors at any duly called meeting of the Board, and thereafter submitted to the members at any duly convened meeting of the members and approved by a fifty-one percent (51%) vote of the members' votes present or by proxy, provided there is a quorum, and further provided that the notice of such meeting of members shall specify the proposed change. Notice may be waived by any member. Any member of the Association may propose an amendment to the Board, and the Board shall act upon such proposal at its next meeting. No amendment shall be made to these By-Laws that is in conflict with the Declaration or the Articles of Incorporation.

ARTICLE XV

DEVELOPER'S CONTROL

Anything contained herein to the contrary notwithstanding, the Developer shall have the right to retain control of the Association until the closing of the sale of the last Dwelling

Unit constructed in WINDWOOD, or until such earlier time as is determined in the Developer's sole discretion. So long as it retains control of the Association, the Developer shall have the right to appoint all members of the Board of Directors and Officers of the Association, and no action of the membership of the Association be effective unless and until approved by the Developer. Further, during the period of the Developer's control, the Members of the Board of Directors may be removed only by the Developer.

Upon relinquishment of control of the Association by the Developer, officers shall be appointed by the Board of Directors and shall be removed in accordance with Section 3 hereof.

ARTICLE XVI

VALIDITY

If any By-Law, rule, or regulation shall be adjudged invalid, such fact shall not affect the validity of any other By-Law, rule or regulation.

ARTICLE XVII

CONSTRUCTION TO BE CONSISTENT WITH DECLARATION OF COVENANTS AND RESTRICTIONS

These By-Laws and the Articles of Incorporation of the Association shall be construed, in case of any ambiguity or lack of clarity, to be consistent with the provisions of the Declaration. In the event of any conflict between the terms of the Declaration, the Articles of Incorporation or these By-Laws, the following order of priority shall apply: The Declaration, the Articles of Incorporation and the By-Laws.

The foregoing were adopted as the By-Laws of WINDWOOD HOMEOWNERS ASSOCIATION, INC., a Corporation Not for Profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the ___ day of _____, 19 __.

WINDWOOD HOMEOWNERS
ASSOCIATION, INC.

By: _____
President

Attest: _____
Secretary

(CORPORATE SEAL)

SEP-20-1991 03:53pm 91-270536

ORS 6964 Ps 390

WINDWOOD HOMEOWNERS ASSOCIATION, INC.

FIRST CERTIFICATE OF AMENDMENT TO BYLAWS

Windwood Homeowners Association, Inc. is the association responsible for enforcing the Declaration of Covenants and Restrictions for Windwood recorded in Official Records Book 3631 at page 1 of the Public Records of Palm Beach County, Florida, which concerns the property set forth in Exhibit "A."

THE UNDERSIGNED CERTIFY that the Bylaws of Windwood Homeowners Association, Inc. have been amended as set forth in Exhibit "B."

DATED this 20th day of September, 1991.

Witnesses:

Marjorie Graham

Charles Hoffman

WINDWOOD HOMEOWNERS ASSOCIATION, INC.

By: _____
Tarmo Furre, President

By: _____
Jacqueline Wood, Secretary

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 acknowledgments, personally appeared TARMO FURRE and JACQUELINE WOOD, the President and Secretary, respectively, of WINDWOOD HOMEOWNERS ASSOCIATION, INC., to me known to be the person described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of September, 1991.

Notary Public Judith Thurnell Butler
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: FEB. 11, 1995.
BONDED THRU NOTARY PUBLIC UNDERWRITERS

GREENBERG & PEKE, P.A.
One Clearlake Centre, Suite 1010, 250 Australian Avenue South, West Palm Beach, Florida 33401
(407)[655-6224 (Palm Beach) (305)[423-6444 (Dade Metro, Broward)

EXHIBIT "B"

A. Bylaw III, Section 1.A (page 2) shall be amended as follows:

> The affairs of the Association shall be managed by a Board of Directors which shall consist of not less than three (3), nor more than nine (9) members, the exact number to be determined by the Board of Directors prior to the Association's annual meeting. The initial Board shall consist of the individuals named in the Articles of Incorporation of the Association, who shall serve until such time as the Developer, its successors or assigns, transfers and conveys of record the last of the Dwelling Units owned by it, including such Dwelling Units as may be constructed upon any additional properties may subsequently be subjected to the Declaration, or earlier as determined by the Developer.

B. Bylaw III, Section 1.B (page 2) shall be amended as follows:

> At the first annual meeting of members upon, or immediately succeeding, the date upon which the Developer, its successors or assigns, transfers and conveys of record the last of the Dwelling Units owned by it, or earlier if the Developer so chooses, a Board of Directors shall be elected by the members of the Association, notwithstanding the provisions of Bylaw III Section 1.E.

C. Bylaw III, Section 1 shall be amended to add a new paragraph I, entitled "Terms", as follows:

> Directors shall serve staggered terms of two years. A term shall extend until the second annual members' meeting thereafter and further until director's successor is duly elected and qualified, or until the director is removed in the manner elsewhere provided herein. However, at the first members' meeting following the adoption of this provision four directors will be elected for a terms to end at the second annual meeting following the election, and three directors will be elected for terms to extend until the next annual meeting, the four nominees receiving the greatest number of votes to serve the longer terms.

D. Bylaw III, Section 3 (pages 3-4) shall be amended to add a new paragraph "E." entitled "Automatic Removal" as follows:

> In addition to other reasons to remove an officer or director, the following shall be considered to be immediate cause for removal:

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(1) Having more than three unexcused absences from Board of Directors and members' meetings in any twelve month period. The president shall have the authority to designate absences as excused.

(2) Being more than twenty days delinquent in the payment of monies due to the Association.

The secretary is required advise the Board of Directors if an officer or director has four unexcused absences at the meeting which creates the fourth unexcused absence. The treasurer is required to advise the Board of Directors if any officer or director is more than twenty days delinquent in the payment of monies to the Association. Upon any notice to the directors of either situation, the officer or director shall be removed from office without further proceedings, and the Board of Directors shall fill the vacancy with another person as otherwise provided herein.

E. Bylaw VI shall be amended to add a new Section 4 (page 8) to be entitled "Record Date" as follows:

The record date for determining membership rights, including the ability to vote, shall be ten days before the event or meeting in question.

F. Bylaw VI shall be amended to add a new Section 5 (page 8) to be entitled "Notice" as follows:

Within ten (10) days after acquiring an ownership interest in a Dwelling Unit, the Dwelling Unit owner shall provide the Association a legible photocopy of the instrument upon which the owner claims an interest in the Dwelling Unit.

G. Bylaw VII, Section 1.E (page 9) shall be amended as follows:

Quorums A quorum for the transaction of business at the annual meeting or any special meeting shall consist of one-third a majority of the members' total votes being present, either in person or by proxy, but the members present at any meeting although less than a quorum, may adjourn the meeting to a future date without providing further notice.

H. Bylaw XI, Section 2 (page 11) entitled "Depositories" shall be amended as follows:

The funds of the Association shall be deposited in financial institutions so that the funds are fully

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Insured by an agency of the United States of America ~~a bank or banks in Palm Beach County, Florida~~, in an account ~~or accounts~~ for the Association under resolutions approved by the Board of Directors, and shall be withdrawn only over the signature of the Treasurer, President, or such other persons as the Board may authorize. The Board may require more than one ~~(1)~~ signature on checks and bank drafts. The funds shall be used only for corporate purposes.

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EXHIBIT "A"

LEGAL DESCRIPTION

The Plat of WINDWOOD UNIT I, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 31, pages 202 and 203.

AND

The Plat of WINDWOOD UNIT II, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 31, pages 204 through 206, inclusive.

AND

A parcel of land, being a portion of Lot 20, Block 22, as shown on the Plat of BOCA RATON HILLS, SECTION 3, as recorded in Plat Book 23, page 81, of the Public Records of Palm Beach County, Florida, more particularly described as follows:

Beginning at a point on the South line of Lot 13, Block 22, of said Plat of BOCA RATON HILLS, said point being 5.02 feet westerly from the southeast corner of Lot 13; thence run southerly at right angles to the south line of Lot 13 (being the north line of Lot 20) a distance of 130 feet to a point; thence run easterly at right angles to the last described course a distance of 574.43 feet to a point; thence run northerly at right angles to the last described course a distance of 336.02 feet to the south lot corner common to Lots 18 and 19 of said Block 22; thence run westerly, along and coincidental with the north line of Lot 20, a distance of 224.93 feet to the Point of Beginning. Containing 3.98 Acres, more or less.

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