

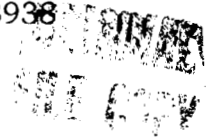
1/17 11:00 am

WESTCHESTER WOODS CONDOMINIUM ASSOCIATION, INC.

22481 WESTCHESTER BLVD., PORT CHARLOTTE, FL 33952

MAILING ADDRESS: P.O. BOX 758, MURDOCK, FL 33938

(813) 629-8190



January 9, 1995

Mr. Tim Vaccaro
Public Service Commission
101 East Gaines St.
Tallahassee, FL 32399-0850

RE: Docket No. ~~941033~~ WS; Request for Exemption from Florida Public Service Commission regulation for provision of wastewater service in Charlotte County by Westchester Woods Condominium Association, Inc.

Dear Mr. Vaccaro:

Included in this FAX are:

1. Warranty Deed for unit B29 at Westchester Woods
2. Title insurance on the same unit

I hope all of the paper work I have faxed to you is what you need. Your original letter arrived in today's mail.

I am mailing complete copies of everything to the Director, Division of Records and Reporting as you requested.

If you have any more questions, or if I can be of further assistance in this matter, please do not hesitate to get in touch with me.

Sincerely yours,

Rebecca E. Rothfuss
Rebecca E. Rothfuss
Community Association Manager

RER
enclosure

ACK _____
 AFA _____
 APP _____
 CAF _____
 CVD _____
 CTR _____
 EAG _____
 LEO *Vaccaro*
 LIG _____
 OAG _____
 RCH _____
 SEC 1
 WAS *Coker*
 OTH _____

DOCUMENT NUMBER DATE
 00409 JAN 12 88
 FPSC-RECORDS/REPORTING

DEX Grantee S.S. No. _____ Name _____

RECORD VERIFIED
TAMMIE WHISENANT
D.C.

Barbara J. Scott, Clerk Charlotte County
By: *[Signature]* D.C.

Grantee S.S. No. _____ Name _____

(Space above this line for recording data.)

001162
OR BOOK

WARRANTY DEED (STATUTORY FORM — SECTION 689.02, F.S.)

This Indenture, made this 6th day of June 19 91 Between

CLIFTON A. ROARK and KATHLEEN M. ROARK, Husband and Wife

of the County of _____, State of Minnesota, grantor*, and

HEIDI K. LETZELTER, single

whose post office address is 22481 Westchester Blvd., Unit #B29, Port Charlotte, FL 33952

of the County of Charlotte, State of Florida, grantee.

000858
PAGE

Witnesseth that said grantor, for and in consideration of the sum of
----- TEN DOLLARS AND NO CENTS (\$10.00) ----- Dollars,
and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby
acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following
described land, situate, lying and being in Charlotte County, Florida, to-wit:

That certain condominium parcel composed of Unit #B-29, and the undivided shares in those common elements appurtenant thereto in accordance with and subject to the covenants, conditions, restrictions, terms and other provisions of that declaration of condominium of WESTCHESTER WOODS, Phase II as recorded in Official Record Book 670, Page 633 of the Public Records of Charlotte County, Florida and the plat thereof, recorded in Condominium Book 4, Pages 5A through 5H, of the Public Records of Charlotte County, Florida, and all subsequent amendments thereto, together with an undivided share in the common elements appurtenant thereto.

Subject to restrictions, reservations, easements of record and taxes for the year 1991.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

*"Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.
Signed, sealed and delivered in our presence:

[Signature]
Janine Hellestedt

[Signature] (Seal)
CLIFTON A. ROARK
[Signature] (Seal)
KATHLEEN M. ROARK

STATE OF MINNESOTA
COUNTY OF _____

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared
CLIFTON A. ROARK and KATHLEEN M. ROARK, Husband and Wife

to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that
~~they~~ executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 6th day of June, 1991.

My commission expires _____
CAROL D. NELSON
NOTARY PUBLIC—MINNESOTA
HENNEPIN COUNTY
MY COMMISSION EXPIRES _____

[Signature]
Carol D. Nelson
Notary Public

REC'D JUN 14 1991

21 JUN 14 1991
RECORDED
CHARLOTTE COUNTY

(American Land Title Association Owner's Policy — Form B 1970 — Amended 10-17-84)

OWNER'S TITLE INSURANCE POLICY

Attorneys' Title Insurance Fund, Inc.

ORLANDO, FLORIDA

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, ATTORNEYS' TITLE INSURANCE FUND, INC., a Florida corporation, herein called The Fund, insures, as of Effective Date of policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which The Fund may become obligated to pay hereunder, sustained or incurred by the insured by reason of:

- 1. Title to the estate or interest described in Schedule A being vested otherwise than as stated therein;
- 2. Any defect in or lien or encumbrance on such title;
- 3. Lack of a right of access to and from the land; or
- 4. Unmarketability of such title.

In Witness Whereof, ATTORNEYS' TITLE INSURANCE FUND, INC. has caused this policy to be signed and sealed as of the date of policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.



Attorneys' Title Insurance Fund, Inc.

By *Charles J. Kovaleski*

Charles J. Kovaleski

President

ISSUED BY
E. DAVID JOHNSON
 Attorney At Law

NAME OF AGENT

SERIAL

OPM- 556553

OWNER'S FORM

Schedule A

Policy No.: OPM-556553

Effective Date: June 14, 1991
2:53 P.M.

Agent's File Reference: 1191.6

Amount of Insurance: \$ 41,000.00

1. Name of Insured:

HEIDI K. LETZLETER, single

2. The estate or interest in the land described herein and which is covered by this policy is a fee simple (if other, specify same) and is at the effective date hereof vested in the named insured as shown by instrument recorded in Official Records Book 1162, Page 858, of the Public Records of Charlotte County, Florida.

3. The land referred to in this policy is described as follows:

That certain condominium parcel composed of Unit #B-29, and the undivided shares in those common elements appurtenant thereto in accordance with and subject to the covenants, conditions, restrictions, terms and other provisions of that declaration of condominium of WESTCHESTER WOODS, Phase II as recorded in Official Record Book 670, Page 633 of the Public Records of Charlotte County, Florida and the plat thereof, recorded in Condominium Book 4, Pages 5A through 5H, of the Public Records of Charlotte County, Florida, and all subsequent amendments thereto, together with an undivided share in the common elements appurtenant thereto.

ISSUED BY
E. DAVID JOHNSON
Attorney At Law

NAME OF AGENT

131 Taylor Street

MAILING ADDRESS

6659

AGENT NO.



AGENT'S SIGNATURE

Punta Gorda

CITY

Florida

33950

ZIP

Schedule B

Policy No.: OPM-556553

This policy does not insure against loss or damage by reason of the following exceptions:

1. Taxes for the year of the effective date of this policy and taxes or special assessments which are not shown as existing liens by the public records.
2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Easements or claims of easements not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Subject to all the covenants, conditions, restrictions, liens, terms and other provisions of the said Declaration of Condominium and other condominium documents as recorded in Official Records Book 670, Page 633, and amended in Official Records Book 703, Page 1676; and the plat thereof as recorded in Condominium Book 3, Page 17 and amended in Condominium Book 3, Page 53, all of the Public Records of Charlotte County, Florida and as they may be amended from time to time.
7. Subject to an easement reserved by Aztec Homes, Inc., over, across and under all roadways for itself and all other unit owners in all phases of Westchester Woods, a condominium.
8. Subject to a right-of-way easement granted to Florida Power and Light for a ten foot easement for the construction, operation and maintenance of underground electric facilities as recorded in Official Records Book 672, Page 1129 of the Public Records of Charlotte County, Florida.
9. Subject to a right-of-way easement granted to United Telephone Service for a ten foot easement for the installation and maintenance of telephone equipment as recorded in Official Records Book 664, Page 483 of the Public Records of Charlotte County, Florida.
10. Subject to provisions set forth in Final Judgment recorded in Official Records Book 1018, Page 789 of the Public Records of Charlotte County, Florida.
11. Mortgage from HEIDI K. LETZELTER to SUN BANK & TRUST/CHARLOTTE COUNTY, NATIONAL ASSOCIATION in the principal sum of \$32,800.00, dated June 14, 1991, recorded June 14, 1991, in Official Records Book 1162, Page 859 of the Public Records of Charlotte County, Florida.



Exclusions from Coverage

The following matters are expressly excluded from the coverage of this policy:

1. (a) Governmental police power.
 (b) Any law, ordinance or governmental regulation relating to environmental protection.
 (c) Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a change in the dimensions or area of the land, or any parcel of which the land is or was a part.
 (d) The effect of any violation of the matters excluded under (a), (b) or (c) above, unless notice of a defect, lien or encumbrance resulting from a violation has been recorded at Effective Date of policy in those records in which under state statutes, deeds, mortgages, lis pendens, liens or other title encumbrances must be recorded in order to impart constructive notice to purchasers of the land for value and without knowledge; provided, however, that without limitation, such records shall not be construed to include records in any of the offices of federal, state or local environmental protection, zoning, building, health or public safety authorities.
2. Rights of eminent domain unless notice of the exercise of such rights appears in the public records at Effective Date of policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to The Fund and not shown by the public records but known to the insured claimant either at Effective Date of policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to The Fund prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Effective Date of policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

Conditions and Stipulations

1. Definition of Terms

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses The Fund may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage hereunder.

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.

(d) "land": the land described, specifically or by reference in Schedule A, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": those records which by law impart constructive notice of matters relating to said land.

2. Continuation of Insurance After Conveyance of Title

The coverage of this policy shall continue in force as of Effective Date of policy in favor of an insured so long as such insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

3. Defense and Prosecution of Actions — Notice of Claim To Be Given by an Insured Claimant

(a) The Fund, at its own cost and without undue delay, shall provide for the defense of an insured in all litigation consisting of actions or proceedings commenced against such insured, or a defense interposed against an insured in an action to enforce a contract for a sale of the estate or interest in said land, to the extent that such litigation is founded upon an alleged defect, lien, encumbrance, or other matter insured against by this policy.

(b) The insured shall notify The Fund promptly in writing (i) in case any action or proceeding is begun or defense is interposed as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest as insured, and which might cause loss or damage for which The Fund may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If such prompt notice shall not be given to The Fund, then as to such insured all liability of The Fund shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless The Fund shall be prejudiced by such failure and then only to the extent of such prejudice.

(c) The Fund shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as

insured, and The Fund may take any appropriate action under the terms of this policy, whether or not it shall be liable thereunder, and shall not thereby concede liability or waive any provision of this policy.

(d) Whenever The Fund shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, The Fund may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right in its sole discretion, to appeal from any adverse judgment or order.

(e) In all cases where this policy permits or requires The Fund to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to The Fund the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit The Fund to use, at its option, the name of such insured for such purpose. Whenever requested by The Fund, such insured shall give The Fund all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and The Fund shall reimburse such insured for any expense so incurred.

4. Notice of Loss — Limitation of Action

In addition to the notices required under paragraph 3 (b) of these Conditions and Stipulations, a statement in writing of any loss or damage for which it is claimed The Fund is liable under this policy shall be furnished to The Fund within 90 days after such loss or damage shall have been determined and no right of action shall accrue to an insured claimant until 30 days after such statement shall have been furnished. Failure to furnish such statement of loss or damage shall terminate any liability of The Fund under this policy as to such loss or damage.

5. Options To Pay or Otherwise Settle Claims

The Fund shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against or to terminate all liability and obligations of The Fund hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment, by the insured claimant and authorized by The Fund.

6. Determination and Payment of Loss

(a) The liability of The Fund under this policy shall in no case exceed the least of:

(i) the actual loss of the insured claimant; or

(ii) the amount of insurance stated in Schedule A.

(b) The Fund will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by The Fund for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of The Fund.

(c) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

7. Limitation of Liability

No claim shall arise or be maintainable under this policy (a) if The Fund, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily assumed by an insured in settling any claim or suit without prior written consent of The Fund.

CONDITIONS AND STIPULATIONS (continued)

8. Reduction of Liability

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of The Fund.

9. Liability Noncumulative

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount The Fund may pay under any policy insuring either (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy or (b) a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy. The Fund shall have the option to apply to the payment of any such mortgages any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

10. Apportionment

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of said parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Effective Date of policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Effective Date of policy, unless a liability or value has otherwise been agreed upon as to each such parcel by The Fund and the insured at the time of the issuance of this policy and shown by an express statement herein or by an endorsement attached hereto.

11. Subrogation Upon Payment or Settlement

Whenever The Fund shall have settled a claim under this

policy, all right of subrogation shall vest in The Fund unaffected by any act of the insured claimant. The Fund shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and if requested by The Fund, such insured claimant shall transfer to The Fund all rights and remedies against any person or property necessary in order to perfect such right of subrogation and shall permit The Fund to use the name of such insured claimant in any transaction or litigation involving such rights or remedies. If the payment does not cover the loss of such insured claimant, The Fund shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of such insured claimant, such act shall not void this policy, but The Fund, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to The Fund by reason of the impairment of the right of subrogation.

12. Liability Limited to This Policy

This instrument together with all endorsements and other instruments, if any, attached hereto by The Fund is the entire policy and contract between the insured and The Fund.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, or agent of The Fund.

13. Notices, Where Sent

All notices required to be given The Fund and any statement in writing required to be furnished The Fund shall be addressed to its principal office at Post Office Box 628600, Orlando, Florida 32862-8600.

About your policy . . .

This policy provides valuable title protection. You should keep it in a safe place where it will be readily available for future reference. There is no recurring premium

OWNERS'
TITLE INSURANCE
POLICY

Attorneys'
Title Insurance Fund,
Inc.

ORLANDO, FLORIDA



Offices at 5965 T.G. Lee Boulevard
Orlando, Florida 32822

WESTCHESTER WOODS CONDOMINIUM ASSOCIATION, INC.

22481 WESTCHESTER BLVD., PORT CHARLOTTE, FL 33952

MAILING ADDRESS: P.O. BOX 758, MURDOCK, FL 33938

(813) 629-8190

January 6, 1995

Mr. Tim Vaccaro
Public Service Commission
101 East Gaines St.
Tallahassee, FL 32399-0850

RE: Docket No. 941044-WS; Request for Exemption from Florida Public Service Commission regulation for provision of wastewater service in Charlotte County by Westchester Woods Condominium Association, Inc.

Dear Mr. Vaccaro:

Included in this FAX are:

- 1) my sworn statement that Westchester Woods Condominium Association is currently 100% membership owned;
- 2) copies of the first three (3) pages of the Westchester Woods Declaration of Condominium. These are the pages which itemize the common elements.

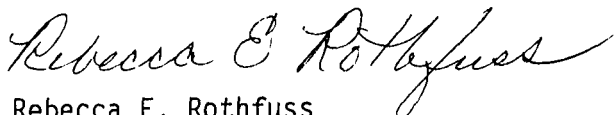
As I told you on the phone today, I expect to have a copy of the Warranty Deed and a copy of the title insurance issued at the same time from one of the owners on Monday, January 9, 1995. At that time I will fax you copies of those documents and then mail the original and two (2) copies of the following to the Director, Division of Records and Reporting:

- 1) my sworn statement that Westchester Woods Condominium Association is currently 100% membership owned;
- 2) copies of the entire recorded Declaration of Condominium for Westchester Woods;
- 3) copies of the owner's Warranty Deed;
- 4) copies of the owner's title insurance policy.

If you need anything else, please let me know immediately.

Thank you for your help with this matter.

Sincerely yours,



Rebecca E. Rothfuss
Community Association Manager

RER
enclosure

○

WESTCHESTER WOODS CONDOMINIUM ASSOCIATION, INC.

22481 WESTCHESTER BLVD., PORT CHARLOTTE, FL 33952

MAILING ADDRESS: P.O. BOX 758, MURDOCK, FL 33938

(813) 629-8190

January 6, 1995

Mr. Tim Vaccaro
Public Service Commission
101 East Gaines St.
Tallahassee, FL 32399-0850

RE: Docket No. 941044-WS; Request for Exemption from Florida Public Service Commission regulation for provision of wastewater service in Charlotte County by Westchester Woods Condominium Association, Inc.

Dear Mr. Vaccaro:

I hereby declare that:

Westchester Woods Condominium Association, Inc. is currently 100% membership owned. Non-developer members have total control of the Association. The developer no longer owns any units in Westchester Woods.

Sincerely yours,

Rebecca E. Rothfuss
Rebecca E. Rothfuss
Community Association Manager

SWORN TO AND SUBSCRIBED BEFORE ME
THIS 6th DAY OF January 1995.

Personally known or produced identification _____
Type of identification produced _____

Alan Ingels

Notary Public
Commission Expires:



These instruments prepared by:
C. Guy Batsel of
WOTITZKY, WOTITZKY, MANDELL, BATSEL & WILKINS
Suite 204, 590 Harbor Boulevard
Port Charlotte, Florida 33952

81 534691

157.00

DECLARATION OF CONDOMINIUM
OF
WESTCHESTER WOODS
A CONDOMINIUM
PORT CHARLOTTE, FLORIDA

O.R. 670 PG 633

AZTEC HOMES, INC., a Florida corporation, herein called "Developer," on behalf of itself, its successors, grantees and assigns, to its grantees and assigns and their heirs, successors and assigns hereby makes this Declaration of Condominium.

1. SUBMISSION TO CONDOMINIUM. The lands located in Charlotte County, Florida, owned by Developer in fee simple and described hereafter in paragraph 2 are submitted to the condominium form of ownership pursuant to Chapter 718 of the Florida Statutes (1977).

2. THE LAND. A parcel of land situate in Charlotte County, Florida being more particularly described on Exhibit "1" attached hereto as a part hereof, hereinafter called "the land", upon which Developer proposes to construct (20) single-family residential units and associated improvements designated as WESTCHESTER WOODS, a Condominium.

3. NAME. The name of the condominium is WESTCHESTER WOODS, A CONDOMINIUM, and its address is Westchester Boulevard, Port Charlotte, FL 33952.

4. FOUR PHASES. WESTCHESTER WOODS, A CONDOMINIUM, is proposed to be four phases, consisting of a total of 96 condominium units. Each unit will contain 988 more or less square feet. Phase I consists of five buildings, each containing four units, each unit containing two bedrooms, 2 bathrooms and a porch, the 20 units being numbered A1-A20 inclusive, and will be located on the land described on Exhibit "1" attached hereto. Phase II may consist of six buildings, each containing four units, the 24 units being numbered B25-B48 inclusive, and may be located on the land described on Exhibit "2" attached hereto. Phase III may consist of seven buildings, each containing four units, the 28 units being numbered A21-A24 and C49-C72 inclusive and may be located on the real property described on Exhibit "3" attached hereto. Phase IV may consist of six buildings, each containing four units, the 24 units being numbered D73-D96 inclusive, and may be located on the land described on Exhibit "4" attached hereto. The Developer does not, by this Declaration, commit to build Phases II, III or IV. In fact, the Developer, in its sole and exclusive discretion, shall make the determination that Phases II through IV shall be constructed if, as and when economic market conditions and govern-

[Handwritten signature and initials]



670 P. 63A

mental regulations of controls may dictate. If constructed, Phase II will be completed not later than December 31, 1981; Phase III will be completed not later than August 31, 1982; and Phase IV will be completed not later than April 31, 1983. In its entirety, Westchester Woods, A Condominium, Phases I through IV, shall not exceed a total of 96 condominium units. If constructed, each of the buildings in Phases II through IV will contain four condominium units, each containing two bedrooms and two baths. The dimensions of the apartment units in Phases II through IV will be approximately the same as the dimensions of the apartment units in Phase I. Construction materials in Phases II through IV will be the same as used in Phase I or shall be of equal quality. The sanitary treatment plant will be constructed during Phase I. The recreation areas and facilities, which include a 22' x 38' rectangular pool, rectangular perimeter patio area around pool, patio furniture, rectangular wood frame recreation hall, will be constructed during Phase IV. No additional common element recreational facilities will be built during Phases I through III.

In each of Phases I through IV, outside common elements will be constructed and will include underground sprinkler systems with pop-up heads and utilizing time zones for each phase and its common areas, Type 2 blacktop streets and parking areas, the parking areas containing two parking spaces per unit in each phase, landscaping, which shall include sodding in the common areas of each phase except in the area of the sanitary treatment plant and plantings at the main entry, exterior lighting along the main boulevard, at signs, along side streets and in parking areas.

The impact of the construction of Phases II, III and IV will be to increase the total number of persons using the recreational amenities and facilities and common elements and thereby increasing the total amount of common expenses. However, the addition of a subsequent phase or phases will also increase the number of apartment owners sharing these common expenses. Attached Exhibits "2", "3" and "4" describe the lands that will be submitted to the condominium in the event the Developer decides to proceed with development of Phases II, III and IV. Should the Developer decide to proceed with subsequent phases, upon substantial completion of the construction of the units to be added in each of such phases, the Developer shall cause a surveyor to prepare a survey of the phase or phases to be added and to certify said survey as required by and pursuant to the applicable provisions of Florida law. The survey shall be attached to an amendment or amendments to this declaration and shall be executed and acknowledged only by the Developer and need not be approved by the Association, apartment owners, lienors or mortgagees of apartments in the condominium, whether or not elsewhere required for an amendment.

Upon completion of Phase I, each unit shall have a one-twentieth (1/20th) percentage ownership in the common elements. If Phase II is completed, each unit shall have a one-forty-fourth (1/44th) percentage ownership in the common elements. If Phase III is completed,

each unit shall have a one-seventy-second (1/72nd) percentage ownership in the common elements. If Phase IV is completed, each unit shall have a one-ninety-sixth (1/96th) percentage ownership in the common elements. As and when each phase is added, the total membership vote in the Association shall be as follows:

- Phase I - 20
- Phase II - 44
- Phase III - 72
- Phase IV - 96

O.R. 670 PG 635

Time share estates will not be created with respect to units in any phase.

5. **DEFINITIONS.** The terms used herein shall have the meanings stated in the Condominium Act (Florida Statutes, Chapter 718 1977) and as follows unless the context otherwise requires:

A. **Assessment** - a share of the funds required for the payment of common expenses, which from time to time is assessed against the unit owner as herein provided.

B. **Association** - WESTCHESTER WOODS CONDOMINIUM ASSOCIATION, INC. and its successors, through which all of the unit owners act as a group and which is responsible for the operation of this condominium.

C. **Board of Directors** - the representative body responsible for the administration of the Association.

D. **Common Elements** - the portions of the condominium property not included in the units as defined in Fla. Statute 718.108, including:

- (.1) The land.
- (.2) All improvements and portion of improvements not included within a unit as hereinafter bounded.
- (.3) Easements.
- (.4) Installations for the furnishing of services to more than one unit or to common elements, such as electricity, gas, water and sewer.

(.5) The tangible personal property required for the operation and maintenance of the condominium. Provided, however, that no reference to tangible personal property, contracts, leases or other things owned by the association as being condominium property or common elements shall be construed to give those terms the technical meanings set forth in the Condominium Act (Florida Statutes, Chapter 718). Such references mean that such items are owned by the Association, as an entity, on behalf of its members, and they may be purchased, sold, leased, replaced, contracted for and otherwise dealt with by the Association without the separate joinder of the unit owners or lienholders.

E. **Common expenses** - means and includes:

- (.1) Expenses of administration; expenses of maintenance, operation, repair or replacement of the common elements.

(.2) Expenses agreed upon as common expenses by the Association.

(.3) Any valid charge against the condominium property as a whole.

O.R. 670 PG 636

F. Common Surplus - means the excess of all receipts of the Association, over the amount of the common expenses.

G. Condominium Documents - means the declaration and its exhibits, which set forth the nature of the property rights in the condominium and the covenants running with the land which govern these rights. All the condominium documents shall be subject to the provisions of the declaration. The exhibits annexed hereto as constituted and as the same may from time to time be amended, are:

Exhibit "5" THE ARTICLES OF INCORPORATION OF WESTCHESTER WOODS CONDOMINIUM ASSOCIATION, INC.

Exhibit "6" THE BY-LAWS OF WESTCHESTER WOODS CONDOMINIUM ASSOCIATION, INC.

Exhibit "7" RULES AND REGULATIONS OF WESTCHESTER WOODS CONDOMINIUM ASSOCIATION, INC.

H. Condominium Parcel - means a unit, together with the undivided share in the common elements which is appurtenant to the unit.

I. Developer - means AZTEC HOMES, INC., a Florida corporation, as fee simple owner.

J. Limited Common Elements - means and includes those common elements which are reserved for the use of a particular unit or units to the exclusion of other units, which shall include parking spaces.

K. Majority - means 51% or more of the votes assigned in the condominium documents to the unit owners for voting purposes. Reference to other percentages of unit owners shall mean the stated percentage of such votes.

L. Person - means an individual, corporation, trustee, or other legal entity capable of holding title to real property.

M. Singular, Plural, Gender - whenever the context so permits the use of the plural shall include the singular, the singular the plural and use of any gender shall be deemed to include all genders.

N. Unit - a part of the condominium property which is subject to private ownership, together with the appurtenances passing with it, including an undivided share in the common elements. It also may be referred to herein as apartment.

O. Unit Number - the letter, number or combination thereof which is designated and in a condominium deed as the identification of a unit.

P. Unit Owner - means the owner of a condominium parcel (unit).

See
S(10/4)
S(I)
S(2)

5. UNITS SHALL BE CONSTITUTED AS FOLLOWS:

A. Real Property - each unit, together with space within it, together with all appurtenances thereto, for all purposes shall constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, independently of all other parts of the property, subject only to the provisions of this declaration.

B. Boundaries - each unit shall be bounded as to both horizontal and vertical boundaries as shown on the surveyor plans, whether the same exist now or are created by construction, settlement or movement of the building, or permissible repairs, reconstruction or alterations. Said boundaries are intended to be as follows and shall be determined in the following manner:

(.1) Horizontal Boundaries: The upper and lower boundaries of the unit shall be:

(i) Upper Boundary (lower and upper units) - the underside of the wood framing above and abutting the unit.

(ii) Lower Boundary (lower units) - the upperside of the concrete slab below and abutting the unit.

(iii) (Upper units) - the upperside of the sub-floor wood framing below and abutting the unit.

(.2) Vertical Boundaries: The vertical boundaries shall be:

(i) Exterior Boundaries - the interior surfaces of the perimeter walls of the building where there is attached to or in existence as a part of the building a balcony, terrace, canopy or other attachment serving only the unit being bounded, in which event the boundaries shall be such as will include all such structures.

(ii) Interior Boundaries - where units shall abut a common or party wall, the unit boundary shall be the centerline of such wall. Where units abut common element areas such as a central corridor or elevator shaft, the boundary shall be the exterior of such interior unit boundary wall.

(.3) Interpretation - in interpreting deeds, mortgages and plans, the existing physical boundaries of the unit shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in the deed, mortgage or plan, regardless of settling or lateral movement of the buildings and regardless of minor variances between boundaries shown on the plan or in the deed and those of the buildings.

C. Exclusive Use - Each unit owner shall have the exclusive use of his unit.

D. Appurtenances - The ownership of each unit shall include, and there shall pass as appurtenances thereto whether or not separately described, all of the right, title and interest of a unit owner in the condominium property which shall include but not be limited to:

D.R.
670 PC
637

D.R. 670 PG 638

(.1) Common Elements - the undivided one twentieth (1/20th) share in the land, other common elements and in the common surplus appurtenant to each unit.

(.2) Easements for the benefit of the unit.

(.3) Association membership and interest in funds and assets held by the association.

(.4) The exclusive use of the automobile parking space which is denominated by number and assigned to the unit by the Association, which shall be limited common elements.

(.5) Provided, however, that such appurtenances shall be subject to the easements for the benefit of other units and the Association.

E. Easement To Air Space - The appurtenances shall include an exclusive easement for the use of the air space occupied by the unit as it exists at any particular time and as it may be altered or reconstructed from time to time, which easements shall be terminated automatically in any air space which is vacated from time to time.

F. Cross Easements - The following easements from Developer and each unit owner to each other unit owner, to the Association and its employees, agents and hired contractors, to utility companies, unit owners' families in residence, guests, invitees and to governmental and emergency services are hereby granted and created:

(.1) Ingress and Egress - Easements over the common areas for ingress and egress, to units and public ways.

(.2) Maintenance, Repair and Replacement - Easements through the units and common elements for maintenance, repair and replacements. Such access is to be only by the Association and during reasonable hours except that access may be had at any time in case of emergency.

(.3) Utilities - Easements through the common areas and units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of services to other units and the common elements.

(.4) Emergency, Regulatory, law enforcement and other public services in the lawful performance of their duties upon the condominium property.

G. Maintenance - The responsibility for the maintenance of a unit shall be as follows:

(.1) By The Association - the Association shall maintain, repair and replace at the Association's expense:

(i) All portions of the unit (except interior wall, floor and ceiling surfaces) which contribute to the support of the building including but not limited to the outside walls, windows, doors, screens, floor and roof.

(ii) Provided that if the maintenance, repair and replacement of any of the above shall be made necessary because of the negligence, act or omission of a unit owner, his family, lessees, invitees and

D.R. 670 PC 639

guests, the work shall be done by the Association at the expense of the unit owner; and the cost shall be secured as an assessment.

(iii) All incidental damage caused to a unit by work done or ordered by the Association shall be promptly repaired by and at the expense of the association.

(iv) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the unit contributing to the support of the building or within the boundary walls.

(.2) By The Unit Owner - The responsibility of the unit owners shall be as follows:

(1) To maintain, repair and replace at his expense, all portions of the unit except the portions maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of the other unit owners. The air conditioning units, and associated equipment inside or outside of the unit and electrical equipment in each unit including appliances and recessed fixtures shall be included in the responsibility of the unit owner to maintain, repair or replace.

H. Alterations and Improvements - No owner shall make any alterations in the portions of the improvements which are to be maintained by the Association or remove any portion thereof or make any additions thereto, or do any work which would jeopardize the safety or soundness of the building, or impair any easements.

I. Limited Common Elements - The exclusive use of the following limited common elements to each unit owner may exist:

(.1) Such storage locker or area which serves only the particular unit to which it is attached, adjacent or assigned to the unit by Developer or the Association.

(.2) The parking space assigned to the unit by Developer or the Association.

(.3) The use in common with other unit or units of any of the above which may exist to serve only those units.

J. Common Elements - The ownership and use of the common elements shall be governed by the following provisions:

(.1) Shares of Unit Owners - the share of unit owners in the common elements as stated in this Declaration may be altered only by amendment of the Declaration executed by all of the owners of the shares concerned, in accordance with the formalities of a deed (with joinder of spouses.) No such changes shall affect the lien of prior recorded mortgages, without the written consent of the lienholder.

(.2) Appurtenant To Units - the share of the unit owner in the common elements is appurtenant to the unit owned by him. None of the appurtenances may be separated from the unit to which they appertain, and all of the appurtenances shall be deemed to be conveyed

D.P. 670 PC 640

or encumbered or otherwise pass with the unit, whether or not expressly mentioned or described in a conveyance or other instrument describing the unit.

(.3) Covenant Against Partition - in order to preserve the condominium, the common elements shall remain undivided and no unit owner nor any other person shall bring any action for partition or division of the whole or any part thereof.

(.4) Non-Exclusive Possession - each unit owner and the Association may use the common elements for the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of the other unit owners.

(.5) Maintenance and Operation - the maintenance and operation of the common elements shall be the responsibility and expense of Association.

(.6) Alteration and Improvements - after completion of the condominium, there shall be no material alteration of, or additions to the common elements without the prior approval in writing of the Board of Directors of the Association. There shall be no change in the shares and rights of a unit owner in the common elements which are altered or further improved, although the maintenance charge may be adjusted if necessary.

6. ASSESSMENTS - The assessments against the unit owners shall be made or approved by the Board of Directors of the Association and paid by the unit owners to Association in accordance with the following provisions:

A. Common Expenses - Share Expenses - Each unit owner shall be liable for his undivided share of the common expenses and any common surplus shall be owned by each in a like share. The shares of the unit owners of the common expenses shall be made payable monthly in advance or, in the discretion of the Directors, quarterly in advance and shall become due on the first day of each month or the first day of each quarter. The amounts shall be no less than are required to provide funds in advance for payment of all the anticipated current operating expenses, for all of the unpaid operating expense previously incurred, and a reserve for capital expenditures and deferred maintenance pursuant to Fla. Statute 718.112 (2) (K) (1979).

B. Assessments Other Than Common Expenses - Any assessments, the authority to levy which is granted to the Association or its Board of Directors by the condominium documents, shall be paid by the unit owners to Association in the proportions set forth in the provisions of the condominium documents authorizing the assessment.

C. Accounts - All sums collected from assessments may be mingled in a single fund, but they shall be held in trust for the unit owners in the respective shares in which they are paid and shall be credited to accounts from which shall be paid the expenses for which the respective assessments are made. These accounts shall be as follows:

OR 670 PG 641

(.1) Common Expense Account - to which shall be credited collections of assessments for all common expenses as well as payments received for defraying costs of the use of the common elements.

(.2) Alteration and Improvement Account - to which shall be credited all sums collected for alteration and improvement assessments.

(.3) Contingency Account - which shall be credited all sums collected for contingencies and emergencies.

D. Assessments for Recurring Expenses - Assessments for recurring expenses for each expense account shall include the estimated expenses chargeable to the account and a reasonable reserve less the unneeded fund balances credited to that account. Assessments for recurring expenses shall be made for the calendar year not less frequently than quarterly in advance preceding the quarter for which the assessments are made, and at such other and additional times as in the judgment of the Board of Directors additional common expense assessments are required for the proper management, maintenance and operation of the condominium. If the quarterly assessment is not made as required, a payment in the amount required by the last prior assessment shall be due upon each assessment date until changed by a new assessment. The total of the assessments for recurring expense items shall not be more than 145% of the assessments for this purpose for the prior year unless approved in writing by not less than 51% of the unit owners. In the event such an annual assessment proves insufficient, it may be amended at any time after approval in writing of not less than 51% of the unit owners, and the unpaid assessment for the remaining portion of the calendar year shall be due in equal monthly installments on the first day of each month thereafter during the year for which the assessment is made. The first assessment shall be determined by Developer.

E. Assessments for Emergencies - Assessments for common expenses for emergencies requiring immediate attention and which cannot be paid from the assessments for recurring expenses shall only be made after approval of the Board of Directors. After such approval, such emergency assessment shall become effective and payment shall be due after thirty (30) days notice thereof in such a manner as the Board of Directors may require.

F. Assessment Roll - The assessments for common expenses shall be set forth upon a roll of the units which shall be available in the office of the Association for inspection at all reasonable times by the unit owners. Such roll shall indicate for each unit the name and address of the owner or owners, the assessments for all purposes and amounts paid and unpaid of all assessments. A certificate made by the duly authorized representatives of the Association as to the status of each assessment account shall limit the liability of any person for whom made other than the unit owner.

DR. 670 N. 642

G. Liability for Assessments - A unit owner shall be liable for all assessments coming due while he is the owner of a unit, and his grantees after a voluntary conveyance shall be jointly and severally liable for all unpaid assessments due and payable up to the time of such voluntary conveyance. Such liability may not be avoided by waiver of the use or enjoyment of any common elements, or by abandonment of the unit for which the assessments are made.

H. Lien for Assessments - The unpaid portion of an assessment which is due together with interest thereon and reasonable attorney's fees for collection, shall be secured by a lien upon:

(.1) The Unit and all appurtenances thereto when a notice claiming the lien has been recorded in the Public Records of Charlotte County by the Association in accordance with the requirements of Florida Statutes 718.116, but which claim of lien shall not be recorded until the payment is unpaid for more than twenty (20) days after it is due. Such lien shall be subordinate to any prior recorded mortgage on the unit.

(.2) All Tangible Personal Property located in the unit except that such lien shall be subordinate to the prior liens and security interests of record.

(.3) Collection:

(i) Interest: Application of Payments - assessments paid on or before ten (10) days after the date due shall not bear interest, but all sums not paid on or before twenty (20) days shall bear interest at the rate of 10% per annum or highest legal rate chargeable to an individual under Florida Statutes then in existence, whichever is greater, from the date due until paid. All payments upon account shall be first applied to interest and then to the assessments payment first due. All interest collected shall be credited to the common expense account.

(ii) Suit - the Association, at its option, may enforce collection of delinquent assessment accounts by suit at law or by foreclosure of the lien securing the assessments, or by any other competent proceedings, and in either event, the Association shall be entitled to recover the payments which are delinquent at the time of judgment or decree, together with interest thereon at the rate of 10% per annum, and all costs incident to the collection and the proceedings, including reasonable attorney's fees. As per Florida Statute 718.116 (5)(b), the Association must deliver, either personally or by certified mail, to the unit owner a written notice of its intention to foreclose the lien at least 30 days before foreclosure.

7. ADMINISTRATION - The administration of the condominium including but not limited to the acts required of Association by the condominium documents, the maintenance, repair and operation of the

common elements and limited common elements, and the maintenance and repair of all portions of units required to be maintained by Association, shall be the responsibility of Association and shall be governed by the following provisions:

A. The Duties and Powers of the Association as set forth in these condominium documents, together with those reasonably implied to effect the purposes of Association, those granted to a corporation not for profit under Chapter 617, Florida Statutes, those permitted by Chapter 718, Florida Statutes, and any other applicable laws of the State of Florida or the United States of America.

B. The By-Laws of Association in the form attached as Exhibit "B" until such are amended in the manner provided therein.

C. Limitation Of Liability - notwithstanding the duty of Association to maintain and repair parts of the condominium property, the Association shall not be liable for injury or damage caused by any latent condition of the property or for injury or damage caused by the elements or other owners or persons.

D. Trust - all funds and the title to all property acquired by Association and the proceeds thereof shall be held only for the benefit of the unit owners for the purposes herein stated. The share of a unit owner in the funds and assets of Association shall not be assigned, hypothecated, or transferred in any manner except as appurtenances to the unit.

8. INSURANCE - The insurance which shall be carried upon the property shall be governed by the following provisions:

A. Authority to Purchase - except Builders Risk and other required insurance furnished by Developer during construction, all insurance policies upon the property (except as hereinafter allowed) shall be purchased by Association for the benefit of the unit owners and their respective mortgagee as their interests may appear.

B. Unit Owners - Each unit owner may obtain insurance at his own expense, affording coverage upon his personal property and for his personal liability, for owner or mortgagee title insurance, and as may be required by law.

C. Coverage:

(.1) Casualty - the building and all other insurable improvements upon the land and all real or personal property owned by Association shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundations) as determined annually by the insurance company affording such coverage. Such coverage shall afford protection against:

- (i) Loss or Damage by Fire and other hazards covered by the standard extended coverage endorsement;
- (ii) Such Other Risks as from time to time customarily shall be covered with respect to buildings similar in construction,

location and use as the buildings, including but not limited to vandalism, malicious mischief, windstorm and flood insurance, if available.

(.2) Public Liability and Property Damage in such amounts and in such forms as shall be required by the Association including but not limited to water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverages.

(.3) Workmen's Compensation policy to meet the requirements of law.

(.4) All Liability Insurance shall contain cross-liability endorsements to cover liability of the unit owners as a group to a unit owner.

D. Premiums - premiums upon insurance policies purchased by Association shall be paid by Association and charged as common expenses.

E. All Insurance Policies Purchased by Association shall be for the benefit of Association and the unit owners and their mortgagees as their respective interests may appear and shall provide that all proceeds payable as a result of casualty losses shall be paid to any bank in Florida with trust powers as may be approved by the Association. Such bank is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for renewal of policies, nor for the insufficiency of coverages, nor for the form or contents of the policies, nor for 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 same in trust for the purposes stated, and for the benefit of the Association, the unit owners and their respective mortgagees, the following:

(.1) Common Elements - proceeds on account of damage to common elements - For the Association.

(.2) Units - proceeds on account of damage to units shall be held in the following shares:

(i) Partial Destruction or when a unit is to be restored for the owners of damaged units in proportion to the cost of repairing the damage suffered by the damaged unit. Upon the request of the Insurance Trustee, the Association shall certify the appropriate portions as aforesaid, and each unit owner shall be bound by and the Insurance Trustee may rely upon such certification.

(ii) Total Destruction of the buildings or where the buildings are not to be restored - for the unit owners in the percentage attributable to the unit conveyed by the deed to the owner, a one-twentieth share.

(.3) Mortgagees - in the event a mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear.

K. Distribution of Proceeds - Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners (after first paying or making provision for the payment of the expense of the Insurance Trustee) in the following manner:

(.1) Reconstruction or Repair - If the damage for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, all remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by it.

(.2) Failure to Reconstruct or Repair - If it is determined in the manner elsewhere provided, that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of any unit and may be enforced by it.

(.3) Certificate - in making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a Certificate of the Association as to the names of the unit owners and their respective shares of the distribution. Upon request of the Insurance Trustee, the Association forthwith shall deliver such certificate.

9. RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE:

A. If any part of the common elements or units shall be damaged or destroyed by casualty, the same shall be repaired or replaced unless such damage renders one-half or more of the apartments untenable, and 75% of the owners at a meeting called and held within 90 days of the casualty or 30 days after the insurance claim is adjusted (whichever comes first), vote against such repair or replacement.

(.1) Any Such Reconstruction or Repair shall be substantially in accordance with the plans and specifications.

(.2) Certificate - the Insurance Trustee may rely upon a Certificate of the Association certifying as to whether or not the damaged property is to be reconstructed or repaired. The Association, upon request of the Insurance Trustee, shall deliver such certificate as soon as practical.

B. Responsibility - If the damage is only to those parts of one unit for which the responsibility of maintenance and repair is that of the owner, then the owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of Association.

(.1) Estimate of Costs - immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, Association shall obtain reliable and detailed

D.R. 670 N 645

estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires.

(.2) Assessments - if the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by Association (including the aforesaid fees and premiums, if any) assessments shall be made against the unit owners who own the damaged property in sufficient amounts to provide funds for the payments of such costs.

(.3) Construction Funds - the funds for 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 Association from assessments against unit owners shall be disbursed in payment of such costs in the following manner:

(i) Unit Owner - the portion of insurance proceeds representing damage for which the responsibility for reconstruction and repair lies with the unit owner to such contractors, suppliers and personnel as do the work or supply the materials or services required for such reconstruction or repair, in such amounts and at such times as the unit owner may direct, or if there is a mortgagee endorsement, then to such payees as the unit owner and the first mortgagee jointly direct. Nothing contained herein, however, shall be construed so as to limit or modify the responsibility of the unit owner to make such reconstruction or repair.

(ii) Association - Lesser Damage - if the amount of the estimated costs of reconstruction and repair is less than the total of the annual assessments for common expenses made during the year in which the casualty occurred, then the construction fund shall be disbursed in payments of such costs upon the order of Association, provided, however, that upon request of a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such funds shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(iii) Association - Major Damage - if the amount of the estimated costs of reconstruction and repair of the buildings or other improvements is more than the total of the annual assessments for common expenses made during the year in which the casualty occurred, then the construction fund shall be applied by the Insurance Trustee in payment of such costs and shall be paid to or for the account of Association from time to time as the work progresses but not more frequently than once in any calendar month. Said Trustee shall make such payments upon the written request of the Association, accompanied by a certificate, dated not more than fifteen (15) days prior to such request, signed by a responsible officer of the Association, and by an architect or General Contract-

05-0700-022

tor in charge of the work, who shall be selected by the Association setting forth (1) that the sum then requested either has been paid by Association or is justly due to contractors, subcontractors, materialmen, architects, or other persons who have rendered services or furnished materials in connection with the work, giving a brief description of the services and materials and several amounts so paid for withdrawal of insurance proceeds in any previous event pending request, or has been paid out of any proceeds of insurance received by Association, and that the sum requested does not exceed the value of the services and material described in the certificate, (2) that except for the amount stated in such certificate to be due as aforesaid, there is no outstanding indebtedness known to the person signing such certificate after due inquiry, which might become the basis of a vendor's, mechanic's, materialmen's or similar lien upon such work, the common elements or any individual apartment, and (3) that the cost as estimated by the person signing such certificate of the work remaining to be done subsequent to the date of such certificate, does not exceed the amount of insurance proceeds remaining in the hands of the Insurance Trustee after the payment of the sum so required.

(iv) Surplus - it shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds; and, 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 jointly to the beneficial owners of the funds, who are the unit owners and their mortgagees.

(v) When the damage is to both common elements and units the insurance proceeds shall be applied first to the cost of repairing the common elements and the balance to the units in the shares above stated.

(.4) Insurance Adjustments - each unit owner shall be deemed to have delegated to the Board of Directors his right to adjust with insurance companies all losses under policies purchased by Association except in any case where the damage is restricted to one unit, subject to the rights of mortgagees of such unit owners.

10. USE RESTRICTIONS - The use of the property of the condominium shall be in accordance with the following provisions:

A. Single Family Residences - Each of the units shall be occupied only by a single family as its residence and for no other purpose. All restrictions on pets shall be determined by the Board of Directors of Association in the Regulations.

B. Nuisances - No nuisances shall be allowed nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents.

02A 670 N 648

C. Lawful Use - No unlawful use shall be made of the condominium property nor any part thereof; and, all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for the repair and maintenance of the property concerned as expressed earlier in this Declaration.

D. Regulations - Reasonable regulations concerning the use of the condominium property, recreation area and facilities may be made and amended from time to time by a majority vote of the Association. Copies of such regulations and amendments thereto shall be furnished by the Association to all unit owners.

E. Leasing - A unit may be rented provided that the occupancy is only by the lessee and his family and is not for less than one week. Lessees are subject to approval of the Association.

11. CONVEYANCE, DISPOSITION, FINANCING - In order to assure a community of congenial residents and thus protect the value of the units, the conveyance, disposal and financing of the units by any other than the developer shall be subject to the following provisions:

A. No Owner Other Than Developer may sell, lease, give or dispose of a unit or any interest therein in any manner without the written approval of Association except to another unit owner, except as to short term leasing provided in this Declaration, and as to mortgagees as provided in Paragraph 16.

B. No Owner Other Than Developer May Mortgage or finance his unit or any interest therein in any manner without the written approval of Association except to an institutional lender e.g. a chartered bank, an insurance company, a mortgage company or a chartered savings and loan association.

C. The Approval of the Association shall be obtained as follows:

(.1) Written Notice Shall Be Given the Association by the owner or interest holder of his intention to convey, dispose, finance or assign his interest, which notice shall include the name and address of the intended acquirer and a correct and complete copy of the proposed documents to be executed to effectuate the transaction. The Association may require such other and further information as it deems reasonably necessary within 15 days after notification by the unit owner. Thereafter, unit owner shall provide the association with such information within 5 days of said request by Association.

(.2) If A Sale, the Association must, within 30 days after receipt of the information required above, either approve the transaction or furnish an alternate purchaser it approves, or itself elect to

B-T
Sep
5-11-62
BL

purchase upon terms as favorable to seller, and the owner must sell to such alternate or to Association. If no alternate purchaser is furnished or no election is made by the Association to purchaser within the time prescribed herein, the Association shall be deemed to have waived its rights hereunder.

(.3) At the Option of Owner, if a dispute arises, the price to be paid shall be the fair market value as determined by arbitration in accord with the then existing rules of the American Arbitration Association except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals; and a judgment of specific performance upon the arbitrator's award may be entered in any court of competent jurisdiction. The arbitration expense shall be paid by owner, and the purchase price shall be paid in cash.

(.4) The Sale Shall Be Closed Within 30 Days after an alternate purchaser has been furnished or the Association has elected to purchase or within 30 days of the arbitration award whichever is later.

D. If The Proposed Transaction is a Lease, Gift, Mortgage to a lender other than those types listed in Paragraph B above assignment of interest or other disposition than a sale, disapproval of the Association shall be sent in writing to the owner or interest holder and the transaction shall not be made.

E. Approval of the Association may in any event be conditioned upon approval of the occupants of a unit, and only entire units may be leased. The Association may charge owner for a credit report on the prospective mortgagee, assignee or purchaser which charge shall not exceed the actual cost or in no event more than fifty dollars (\$50.00).

F. Liens -

(.1) Protection of Property - all liens against a unit other than for permitted mortgages, taxes or special assessments, will be satisfied or otherwise removed within 30 days from the date the lien attaches. All taxes and special assessments upon a unit shall be paid before becoming delinquent.

(.2) Notice of Lien - an owner shall give notice to the Association of every lien upon his unit other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

(.3) Notice of Suit - an owner shall give notice to the Association of every suit or other proceeding which may affect the title to his unit, such notice to be given within five (5) days after the owner receives knowledge thereof.

(.4) Failure to Comply with this section concerning liens will not affect the validity of any judicial sale.

G. Judicial Sales - No judicial sale of a unit nor any interest therein shall be held unless the sale is a public sale with open bidding.

H. Unauthorized Transactions - any transaction which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

12. COMPLIANCE AND DEFAULT

Section 1. VIOLATIONS. In the event of a violation (other than the non-payment of an assessment) by the unit owner in any of the provisions of the Declaration of Condominium, of the By-Laws, or of the applicable portions of the Condominium Act, the Association, by direction of its Board of Directors, may notify the unit owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of thirty (30) days from date of the notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intention and inexcusable and material breach of the Declaration, of the By-Laws, or of the pertinent provisions of the Condominium Act, and the Association may then, at its option, have the following elections:

- (a) An action at law to recover for its damage, on behalf of the Association or on behalf of the other unit owners.
- (b) An action in equity to enforce performance on the part of the unit owners; or
- (c) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief, or
- (d) The authority pursuant to §617.10 (3) of the Florida Statutes to assess fines in such sums as may be fixed or the limits or occasions determine. In order to assure due process to members alleged to have violated provisions of the Condominium Act of the State of Florida, the Declaration, By-Laws, Articles of Incorporation, Rules and Regulations and other covenants of the condominium, the Board shall adhere to the process described in Section 7 of this Article 13 prior to levying any fines.

In any Court proceedings, the prevailing party shall be entitled to reasonable attorneys' fees. Failure on the part of the Association to maintain such action at law or in equity within thirty (30) days from date of a written request, signed by a unit owner, sent to the Board of Directors, shall authorize any unit owner to bring an action in equity or suit at law on account of the violation in the manner provided for in the Condominium Act. Any violations which are deemed by the Board of Directors to be a hazard to public health may be corrected immediately as an emergency matter by the Association, and the cost thereof shall be charged to the unit owner as a specific item, which shall be a lien against said unit with the same force and effect as if the charge were a part of the common expenses.

Section 2. NEGLIGENCE OR CARELESSNESS OF UNIT OWNER, ETC. All unit owners shall be liable for the expense of any maintenance,

AR 670 re 651

repair or replacement rendered necessary by his neglect or carelessness or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance company of rights of subrogation. The expense for any maintenance, repair or replacement required, as provided in this Section, shall be charged to said unit owner as a specific item, which shall be a lien against said unit with the same force and effect as if the charge were a part of the common expenses.

Section 3. COSTS AND ATTORNEY'S FEES. In any proceeding arising because of an alleged default by a unit owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the Court.

Section 4. NO WAIVER OF RIGHTS. The failure of the Association or of a unit owner to enforce any right, provision, covenant or condition which may be granted by the Condominium documents, shall not constitute a waiver of the right of the Association or unit owner to enforce such right, provision, covenant or condition of the future.

Section 5. ELECTION OF REMEDIES. All rights, remedies and privileges granted to the Association or unit owner, pursuant to any terms, provisions, covenants or conditions of the Condominium documents, shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional right, remedies or privileges as may be granted to such other party by Condominium documents, or at law or in equity.

Section 6. In the event that the grievance is that of an owner or owners against the Board of Directors or a member thereof, prior to the institution of litigation, written notice in detail of the grievance shall be given the Directors and allowing a period of twenty (20) days in which to correct or cure.

Section 7. HEARING PROCESS FOR DETERMINATION OF VIOLATIONS OF COVENANTS AND RULES AND REGULATIONS AND LEVYING OF FINES.

(a) WRITTEN COMPLAINT. An action under this Section may be initiated upon the filing of a written complaint by any member of the Association or by any officer or member of the Board of Directors with the Board. The complaint shall constitute a written statement of charges which shall set forth in ordinary and concise language the acts or omissions with which the respondent is charged, to the end that the respondent will be able to prepare his defense. The complaint shall specify the specific provisions of the Condominium Act, the Declaration of Condominium, Articles of

Incorporation, By-Laws or Rules and Regulations which the respondent is alleged to have violated, but shall not consist merely of charges phrased in the language of such provisions without supporting facts.

(b) SERVICE OF COMPLAINT. Upon the filing of the complaint, the Board shall serve a copy thereof on the respondent by any of the following means: (1) personal delivery or (2) by registered or certified mail, return receipt requested, and addressed to respondent, at the address appearing on the books of the Association. Service by mailing or posting shall be deemed delivered and effective two (2) days after such posting and mailing in a regular depository of the United States mail. The complaint shall be accompanied with a postcard or other written form entitled "Notice of Defense" which, when signed by the respondent, or on behalf of respondent, will constitute a notice of defense hereunder. No order adversely affecting the rights of the respondent shall be made in any case, unless the respondent shall have been served as provided herein.

(c) NOTICE OF HEARING. Along with service of complaint, the Board shall serve a Notice of Hearing, as provided herein, on all parties at least ten (10) days prior to the hearing. The Notice to the respondent shall be substantially in the following form but may include other information:

"You are hereby notified that a hearing will be held before the Board of Directors of the Westchester Woods Condominium Association at _____ on the _____ day of _____, 198____, at the hour of _____, upon the charges made in the complaint served upon you. You may be present at the hearing, may but need not be represented by counsel, may present any relevant evidence and you will be given full opportunity to cross-examine all witnesses testifying against you. You are entitled to compel the attendance of witnesses and the production of books, documents or other items by applying to the Board of Directors of the Association."

If any of the parties can, within twenty-four hours, show good cause as to why they cannot attend the hearing on the set date and indicate times and dates on which they would be available, the Board may reset the time and date of hearing and promptly deliver notice of the new hearing date.

(d) NOTICE OF DEFENSE. Service of complaint and notice of hearing shall be accompanied by a Notice of Defense.

The Notice of Defense shall state the respondent may:

(1) Attend a hearing before the Board as hereinafter provided;

(2) Object to a complaint upon the grounds that it does not state acts or omissions upon which the Board may proceed;

(3) Object to the form of the complaint on the grounds that it is so indefinite or uncertain that the respondent cannot identify the violating behavior or prepare his defense; or

(4) Admit to the complaint in whole or in part. In such event, the Board shall meet to determine appropriate action or penalty, if any. Any objections to the form or substance of the complaint shall be considered by the Board within ten (10) days of their receipt. The Board shall make its determination and notify all parties within said ten (10) day period. If the complaint is insufficient, the complaining party shall have seven (7) days within which to amend the complaint to make it sufficient. The same procedure as set forth above shall be followed with respect to any amended or supplemental complaint. If it is determined by the Board that the complaint is still insufficient, then the matter shall be dismissed by the Board.

(e) CEASE AND DESIST ORDERS. The Board may, at its own discretion, issue a cease and desist order, along with the complaint, statement to respondent and Notice of Defense such cease and desist order to be substantially in the following form:

"The Board has received the attached complaint.

"By authority of Article 12 of the Declaration of Condominium, as amended, the Board hereby requests that you CEASE AND DESIST such acts or actions until such time, if any, as a ruling of the Board of Directors or court of law permits.

"Failure to comply with this request may result in penalty greater than that which would be imposed for a single violation."

(f) AMENDED OR SUPPLEMENTAL COMPLAINTS. At any time prior to the hearing date, the Board may file or permit the filing of an amended or supplemental complaint. All parties shall be notified thereof in the manner herein provided. If the amended or supplemental complaint presents new charges, the Board shall afford the respondent a reasonable opportunity to prepare his defense thereto.

(g) DISCOVERY. Upon written request to the other party, made prior to the hearing and within fifteen (15) days after service of the complaint by the Board or within ten (10) days after service of any amended or supplemental complaint, either party is entitled to (1) obtain the names and addresses of witnesses to the extent known to the other party, and (2) inspect and make a copy of any statements, writing and investigative reports relevant to the subject matter of the hearing. Nothing in this Section, however, shall authorize the inspection or copying of any writing or thing which is privileged from disclosure by law or otherwise made confidential or protected as the attorney's work product. Any party claiming his request of discovery has not been complied with shall submit a petition to compel discovery with the Board. The Board shall make a determination and issue a written order setting forth the matters or parts thereof which the petitioner is entitled to discover.

OR. 670 PC 854

(h) NOTARIZED STATEMENTS. At any time ten (10) or more days prior to a hearing or a continued hearing, any party shall mail or deliver to the opposing party a copy of any sworn statement which that party proposes to introduce in evidence, together with a notice as provided below. Unless the opposing party, within seven (7) days after such mailing or delivery, mails or delivers to the proponent a request to cross-examine the statements' author, his right to cross-examine such author is not afforded after request is made as herein provided, the statement may be introduced in evidence, but shall be given only the same effect as hearsay evidence.

(i) CONSTRAINTS ON THE BOARD. It shall be incumbent upon each member of the Board to make a determination as to whether he is able to function in a disinterested and objective manner in consideration of the case before it. Any member incapable of such objective consideration of the case shall disclose such to the Board and remove himself from the proceedings and have it so recorded in the minutes.

In any event, the respondent may challenge any member of the Board for cause, where a fair and impartial hearing cannot be afforded, at any time prior to the taking of evidence and testimony at the hearing. In the event of such a challenge, the Board shall meet to determine the sufficiency of the challenge. If a majority of the Board sustains the challenge, the President shall appoint a temporary Board member to replace the challenged member of the Board. All the decisions of the Board in this regard shall be final.

(j) HEARING.

(1) Whenever the Board has commenced to hear the matter and a member of the Board is forced to withdraw prior to a final determination, the remaining members shall continue to hear the case and the president shall replace the withdrawing member. Oral evidence shall be taken only on oath or affirmation administered by an officer of the Association.

(2) Each party shall have these rights: to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses; and to rebut the evidence against him. Even if respondent does not testify in his own behalf he may still be called and examined as if under cross-examination.

(3) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Generally, any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such

evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but shall not be sufficient in itself to support a finding.

(4) The Chairman of the Board shall serve as hearing officer and preside over the hearing. At the beginning of the hearing the hearing officer shall explain the rules and procedures by which the hearing is to be conducted. Generally, each principal is entitled to make an opening statement, starting with the complaint. Then each party is entitled to produce evidence, witnesses and testimony and to cross-examine the witnesses and opposing party. Then each party is entitled to make a closing statement. Any party may waive the rights to exercise any part of this process, and the Board is entitled to exercise its discretion as to the specific manner in which the hearing will be conducted, so long as the above rights are protected.

(k) AUTHORIZED ACTION. At the conclusion of testimony, the Board shall deliberate the evidence. By a vote of its members the Board shall determine whether the allegations as presented constitute a violation of the covenants or rules and regulations. If the Board concludes that a violation has taken place, it may have the following elections:

- (1) reprimand
- (2) levying a fine in such amount as the occasion determines
- (3) authorize the initiation of appropriate action.

(1) FINES AS COMMON EXPENSE. Fines levied by the Board pursuant to this Article 13 shall be considered a common expense of the member leviable by the Board against the unit and collectible in the same manner as any other common expense of the Association.

13. AMENDMENT OF DECLARATION OF CONDOMINIUM - Except for alterations in the shares of owners in the common elements, the condominium documents may be amended only in the following manner:

A. Declaration of Condominium - Amendments to the Declaration shall be proposed and adopted in the following manner:

(.1) Notice - notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(.2) Resolution - a resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or the members of Association and after being proposed and approved by one of such bodies, it requires approval by the other. Directors and owners not present at the meeting considering the amendment may express their approval or disapproval in writing prior to the meeting. Such approvals must be by two-thirds (2/3rds) of the Directors and not less than 51% of the members of Association.

(.3) Recording - a copy of each amendment shall be certified by the officers of Association as having been duly adopted and shall include the recording data identifying the Declaration of Condominium and shall be effective when recorded in the Public Records of Charlotte County, Florida.

B. Association By-Laws - the By-Laws of the Association shall be amended in the manner provided for such documents.

C. Proviso - Provided, however, that no amendment of any condominium document shall discriminate against any owner or against any unit or class or group of units unless the owners so affected shall consent.

14. TERMINATION - The condominium shall be terminated if at all in the following manner:

A. The Termination of the condominium may be effected by the agreement of 75% of unit owners and first mortgagees. The termination shall become effective when such Agreement has been recorded in the Public Records of Charlotte County, Florida.

B. Destruction - If it is determined in the manner elsewhere provided that the property shall not be reconstructed after casualty, the condominium plan of ownership will be terminated as provided in Paragraph A above.

C. Shares of Unit Owners After Termination - After termination of the condominium, the owners shall own the property as tenants in common with an undivided 1/20th interest if only Phase I is completed, an undivided 1/44th interest if Phases I and II are completed, an undivided 1/72nd interest if Phases I, II and III are completed and a 1/96th interest if Phases I through IV are completed, and the holders of mortgages and liens against the unit or units formerly owned by such owners shall have mortgages and liens upon the respective undivided interest of the owners. All funds held by the Association and insurance proceeds, if any, shall be and continue to be held jointly for the owners and their first mortgagees in proportion to their interest therein as elsewhere set forth. The costs incurred by the Association in connection with a termination shall be a common expense.

D. Following Termination - The property may be partitioned and sold upon the application of any owner. If the Board of Directors following a termination, by not less than 75% vote, determines to accept an offer for the sale of the property as a whole, each owner shall be bound to execute such deeds and other documents reasonably required to effect such sale at such times and in such forms as the Board of Directors directs. In such event, any action for partition or other division of the property shall be held in abeyance pending such sale, and upon the consummation thereof shall be discontinued by all parties hereto.

E. The Members of the Last Board of Directors shall continue to have such powers as in this Declaration are granted, notwithstanding the fact that the Association itself may be dissolved upon termination.

15. PROVISIONS PERTAINING TO DEVELOPER:

A. Developer is irrevocably and perpetually empowered to sell or lease units it owns to any person. Developer shall have the right to transact on the condominium property any business necessary to consummate the sale or lease of units including, but not limited to, the right to maintain models, have signs, hire employees and to use the common elements to show apartments. In the event there are unsold units, Developer retains the right to be and remain the owner thereof, and under the same terms and conditions as other owners.

B. Developer, or its Successors or assigns, shall have the right to name all of the Directors of the Association, who need not be residents of the condominium, until 15% of the units that will be operated ultimately by Association are sold, at which point the unit owners shall be entitled to elect one-third of the members of the Board of Directors of Association. Thereafter, the unit owners shall be entitled to elect a majority of the Board of Directors three years after sales by Developer have been closed on 50% of the units that will be operated ultimately by Association, or three month's after sales have been closed by Developer of 90% of the units that will be ultimately operated by Association, or, when all the units that will be operated ultimately by Association have been completed, some of them have been sold and none of the others have been constructed or are being offered for sale by Developer in the ordinary course of business, whichever shall first occur. Developer shall be entitled to elect not less than one member of the Board of Directors of Association as long as Developer holds for sale in the ordinary course of business at least five per cent of the units in the condominium operated by the Association.

D. Where the Developer holds units for sale, none of the following actions may be taken without approval in writing of the Developer:

(.1) Assessments of Developer as a unit owner for capital improvements;

(.2) Any action by Association that would be detrimental to the sales of units by Developer except as provided by Chapter 718, Florida Statutes.

E. Developer Reserves the right to combine one or more units or portions thereof into larger or smaller units any time prior to the sale of said units by Developer. In the event of combining units into larger units, the share of common elements, expenses and surplus applicable to such larger unit or of any resulting smaller unit shall be determined by Developer; provided, however, Developer shall not cause any such units to be combined in such a way as to create a unit smaller in size than the smallest unit designated on the construction plans.

F. The condominium is not substantially completed. Upon substantial completion of construction the Developer shall amend this

670 657

Declaration to include a certification of a surveyor authorized to practice in the State of Florida that the condominium has been substantially completed and the Declaration and the exhibits attached thereto accurately represent the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements and each condominium unit can be determined from these materials.

G. The Developer, pursuant to F. S. 718.116 (8)(B) shall have the option to be excused from paying assessments for common expenses upon unsold apartments during such period of time as it may guarantee that the assessment for common expense of the condominium imposed upon other unit owners shall not increase over the dollar amount stated in the project operating budget provided it obligates itself to pay any excess amount incurred during that period not produced by assessments at the guaranteed level receivable from other unit owners.

H. Leasing of Units. Anything herein to the contrary notwithstanding, Developer shall have the irrevocable right to lease for such period of time and under such terms as Developer shall deem fit, any unsold unit included within the Declaration without regard to any prior approval, written or otherwise, from the Board of Directors of the Association.

16. PROVISIONS PERTAINING TO MORTGAGEES:

A. Liability for Assessments. Where the Mortgagee of a first mortgage of record obtains title to the condominium unit by foreclosure or as a result of a deed given in lieu of foreclosure, such mortgagee, its successors or assigns, shall not be liable for the share of common expenses or assessments by Association pertaining to such condominium parcel or chargeable to the former unit owner which became due prior to acquisition of title unless such assessment or common expense is secured by a claim of lien for assessments recorded prior to the recording of the foreclosed mortgage. However, during said mortgagees period of ownership of said condominium unit, it shall be liable for all assessments, and expenses, whether or not such parcel is unoccupied.

B. Mortgage Foreclosure - In the event proceedings are instituted to foreclose any mortgage or lien on any unit, the Association, on behalf of one or more unit owners and with the permission of the mortgagee, may redeem the mortgage or lien for the amount due thereon and be thereby subrogated to all of the mortgagee's or lienor's rights of action, or the Association may purchase the unit upon foreclosure sale. An approved mortgagee shall have an unrestricted, absolute right to accept title to the unit in settlement and satisfaction of the mortgage or to foreclose the mortgage in accordance with its terms and to bid upon the unit at the foreclosure sale, provided the lending institution owning the mortgage shall give Association, its successors or assigns, written notice by certified mail of the default,

D.R.
670
P. 658

LOG
7
JUN 27 1967

0.3.
670 PC 659

mailed at least 10 days prior to the institution of foreclosure proceedings, during which time Association shall have the right to cure the default by payment to the mortgagee of all sums due upon the default, and following such payments the mortgagee shall be required to waive the default, and if the default is not cured as aforesaid, and should the Association or any member, individually or collectively fail to purchase the mortgage, together with any costs incident thereto, from the mortgagee, or fail to redeem the mortgage, then the mortgagee taking title on foreclosure sale or taking title in lieu of foreclosure sale, may acquire the unit and occupy it and let, relet, sell and resell it without approval of Association. If Association or any members redeem the mortgage or cures the default, it shall have a lien against the unit for all sums expended in connection therewith, and shall have the same rights to collect such sums as in the case of a past due assessment.

C. Construction Mortgagees or Lenders - Until its mortgage is satisfied, a construction mortgagee or lender or developmental funds shall have the right to approve any and all amendments to this Declaration of Condominium or its Exhibits and any said amendment shall not be effective without the joinder of said construction mortgagee or developmental lender.

17. MANAGEMENT - There have been no arrangements made for management of the condominium. The association Board of Directors will be responsible for management during the first year of operation and thereafter management will be a function of the Association.

18. MEMBERS OF THE ASSOCIATION - The qualifications of members, the manner of their admission and voting by members shall be as follows:

A. All Owners of Units in the condominium shall be members of the Association, including unit owners of future phases when and if they are constructed, and no other person or entities shall be entitled to membership. Each unit shall have one full vote in all matters.

B. Membership in the Association shall be established by recording in the Public Records of Charlotte County, Florida, a deed or other instrument establishing a change of record title to a unit in the condominium and the delivery to Association of a certified copy of such instrument, the new owner thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated. Provided, however, that the change of ownership and occupancy of the new owner must have been in compliance with this Declaration, the Association shall need not recognize membership or ownership in any person until its requirements have been complied with.

C. The Share of a Member in the Funds and Assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the unit in the condominium.

19. All reference to this Declaration, or its exhibits to a unit owner's share of the condominium, its common elements, common surplus, assets or liabilities shall mean a 1/20th interest for each unit owned therein.

A. The Liability of the Owner of unit for common expenses shall be limited to the amounts for which he is assessed from time time in accordance with the Declaration as provided herein.

B. The Owner of a Unit shall have such personal liability for any damage caused by Association on or in connection with the use of the common elements as may be established by law.

20. SEVERABILITY - If any provisions of this Declaration or its exhibits hereto, as now constructed or later amended, or any section, sentence, clause, phrase or word, or the application thereof in any circumstances is held invalid, the validity of the remainder and of the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

21. PARKING - There shall be appurtenant to each unit at all times one parking space which shall pass with the title to such unit as a limited common element. The allocation shall be made initially by Developer by an unrecorded written instrument given a unit purchaser upon closing. The unit owner shall thereafter have the exclusive right to use such space without charge, and the cost of maintenance shall be a part of the common expenses for the purposes of assessment. Additionally, there shall be unassigned parking spaces, for the use and benefit of the unit owners, which shall be common elements. Two or more unit owners may exchange the spaces initially allocated to their units by submitting to the Board of Directors signed and witnessed requests for exchange and surrendering their initial or current allocation instruments. The Directors shall thereupon execute and deliver to such unit owners new allocation instruments signed in the name of Association by the Chairman and Secretary of the Board and bearing the Association seal, reflecting the changed allocations. Such changed allocations shall have the same force and effect as the ones they replace. No other provision in the Declaration shall be construed to prevent this exchange privilege.

22. CONTROLLING DOCUMENTS - The provisions of this Declaration of Condominium shall be controlling over any conflicting or inconsistent provisions of any other condominium documents, including any and all such documents which by reference are made a part of the Declaration.

23. UNTIL THE COMPLETION OF CONTEMPLATED IMPROVEMENTS to the condominium property, Developer specifically reserves the right with the joinder of any construction mortgagee and developmental lender, to make such changes in the Declaration and its attachments or in the plat of development as may be required by any lender, governmental authority or

O.R. 670 PC 660

as may be, in its judgment, necessary or desirable; provided that such will not change the shares of the unit owners or their mortgagee in the common elements, and that all changes when made will provide facilities as good as, or better than, those shown on Exhibit "H" attached hereto. This paragraph shall take precedence over any other provision of the Declaration or its attachments.

24. COVENANTS RUNNING WITH THE LAND - All provisions of the condominium documents shall be construed to be covenants running with the land, including but not limited to every unit and appurtenances thereto; and, every owner and claimant of the property or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the condominium documents.

THIS DECLARATION OF CONDOMINIUM and attachments hereto made and entered into this 22nd day of June, 1981.

WITNESSES:

Robert E. Keaton
Sandy Richter

AZTEC HOMES, INC.,
a Florida corporation

By Claude A. Page

STATE OF FLORIDA
COUNTY OF CHARLOTTE

I HEREBY CERTIFY that on this 22nd day of June, 1981, before me personally appeared CLAUDE A. PAGE, President of AZTEC HOMES, INC., a Florida corporation, to me known to be the person who signed the foregoing Declaration of Condominium as such individual and acknowledged the execution thereof to be his free act and deed as such officer for the use and purposes therein mentioned and that he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal in the above stated County and State, the day and year last aforementioned.

Nancy Jean White
Notary Public
My commission expires: June 20, 1984

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 20 1984
BONDED THRU GENERAL INS. UNDERWRITERS

DR. 670 TR 661

DESCRIPTION: WESTCHESTER WOODS - PHASE I

A portion of Section 26, Township 40 South, Range 22 East, Charlotte County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of said Section 26; thence S. 89° 49' 00" W., along the North line of said Section 26, a distance of 523.88 feet, to the Point of Beginning of this description; thence continue S. 89° 49' 00" W., along the last described course, a distance of 178.26 feet; thence S. 1° 03' 39" W., a distance of 398.29 feet; thence N. 89° 47' 19" E., a distance of 176.97 feet; thence N. 1° 14' 47" E., a distance of 398.24 feet; to the North line of said Section 26, and the Point of Beginning.

0.8
670
662

EXHIBIT "1"

DESCRIPTION: WESTCHESTER WOODS - PHASE II

A portion of Section 26, Township 40 South, Range 22 East,
Charlotte County, Florida, being more particularly described as
follows:

Commencing at the Northeast corner of said Section 26; thence S.
89° 49' 00" W, along the North line of said Section 26, a distance
of 802.15 feet; thence S. 1° 03' 39" W, a distance of 398.29 feet, to
the Point of Beginning of this description; thence continue S. 1°
03' 39" W, a distance of 265.53 feet; thence N. 89° 46' 10" E, a
distance of 295.78 feet; thence N. 1° 03' 39" E, a distance of 265.43
feet; thence S. 89° 47' 19" W, a distance of 295.77 feet, to the
Point of Beginning.

Said lands situate, lying and being in Charlotte County, Florida.

OR
670
RE
663

EXHIBIT "2"

DESCRIPTION: WESTCHESTER WOODS - PHASE-III

A portion of Section 26, Township 40 South, Range 22 East, Charlotte County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of said Section 26; thence S 89° 49' 00" W, along the North line of said Section 26, a distance of 267.16 feet, to the Point of Beginning of this description; thence continue S 87° 49' 00" W, along the last described course, a distance of 356.81 feet; thence S 1° 14' 47" N, a distance of 398.24 feet; thence N 89° 47' 49" E, a distance of 176.97 feet; thence N 1° 25' 55" E, a distance of 55.46 feet; thence S 88° 22' 57" E, a distance of 187.06 feet; thence N 1° 37' 03" E, a distance of 348.32 feet, to the Point of Beginning.

Said land situated, lying and being in Charlotte County, Florida.

02
670
18
3

DESCRIPTION: WESTCHESTER WOODS - PHASE IV

A portion of Section 26, Township 40 South, Range 22 East, Charlotte County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of said Section 26; thence S 89° 49' 00" W, along the North line of said Section 26, a distance of 267.36 feet; thence S 1° 37' 03" W, a distance of 348.32 feet, to the Point of Beginning of this description; thence N 88° 22' 57" W, a distance of 177.06 feet; thence S 1° 25' 55" W, a distance of 55.46 feet; thence S 89° 47' 19" W, a distance of 58.16 feet; thence S 1° 03' 39" W, a distance of 265.43 feet; thence N 89° 46' 10" E, a distance of 232.56 feet; thence N 1° 37' 03" E, a distance of 315.24 feet, to the Point of Beginning.

Said lands situate, lying and being in Charlotte County, Florida.

GR
670
665

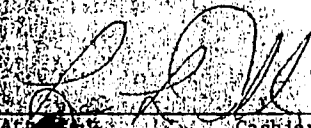
JOINDER OF MORTGAGEE

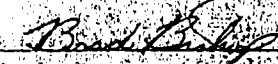
PORT CHARLOTTE BANK AND TRUST COMPANY, a Florida banking corporation, called the Mortgagee, the owner and holder of a mortgage upon the lands described in attached Exhibit "A", situate in Charlotte County, Florida, which mortgage is dated November 26, 1980, recorded November 26, 1980 and filed for record in Official Records Book 649, Pages 1626 et. seq., of the Public Records of Charlotte County, Florida, joins in the making of the foregoing Condominium Declaration, and the Mortgagee agrees that the lien of its mortgage shall be upon the following described property in Charlotte County, Florida:

U.S. 670-1-666

All the units of WESTCHESTER WOODS,
a Condominium, according to the Declaration
of Condominium:

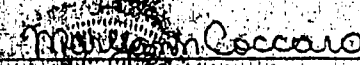
TOGETHER with all of the appurtenances to the units, including, but not limited to, all of the undivided shares in the common elements.


Cashier
(Corporate seal)

PORT CHARLOTTE BANK AND TRUST COMPANY,
a Florida banking corporation.
By 
Its _____ President

PORT CHARLOTTE
I HEREBY CERTIFY that on this 23rd day of June, 1981, before me personally appeared Lana L. Diedrick and Brad Bishop of PORT CHARLOTTE BANK AND TRUST COMPANY, a Florida banking corporation, to me known to be the persons who executed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Port Charlotte, the County and State aforesaid, the day and year last aforementioned.


Notary Public
PUBLIC STATE OF FLORIDA AT LARGE
COMMISSION EXPIRES FEB 14 1984
INFLU. GENERAL 1979, UNDERWRITERS

A portion of Section 26, Township 40 South, Range 22 East,
Charlotte County, Florida, being more particularly described
as follows:

Commencing at the Northeast corner of said Section 26,
thence South 89°49'00" West, along the North line of said
Section 26, a distance of 623.88 feet to the Point of
Beginning of this description; thence continue South
89°49'00" West, along the last described course, a distance
of 178.26 feet; thence South 1°03'39" West, a distance of
398.29 feet; thence North 89°47'19" East, a distance of
176.97 feet; thence North 1°14'47" East, a distance of 398.24
feet; to the North line of said Section 26 and the Point of
Beginning, less the North 25 feet thereof.

670 86 667

Exhibit "A"

THIS AMENDMENT HAS BEEN
PREPARED WITHOUT BENEFIT
OF TITLE EXAMINATION.

OR 703 PG 1676

These instruments prepared by:
C. Guy Batsel of
WOTITZKY, WOTITZKY, MANDELL, BATSEL & WILKINS
Suite 204, 590 Harbor Boulevard
Port Charlotte, Florida 33952

AMENDMENTS TO
DECLARATION OF CONDOMINIUM
OF
WESTCHESTER WOODS
A CONDOMINIUM
PORT CHARLOTTE, FLORIDA

RECORD VERIFIED - Buddy C. Mezzanero, Clerk
By: Joan Welby, P.C.

FILE 82-577205

AZTEC HOMES, INC., a Florida corporation, herein called
"Developer," on behalf of itself, its successors, grantees and assigns,
to its grantees and assigns and their heirs, successors and assigns
hereby makes the following amendments to the Declaration of Condominium
of Westchester Woods, a Condominium, as recorded in O.R. Book 670, at
Pages 630 et. seq., of the Public Records of Charlotte County, Florida:

1. Paragraph 2., THE LAND., is hereby amended to read as
follows:

"2. THE LAND. A parcel of land situate in Charlotte
County, Florida, being more particularly described on Exhibit "1"
attached hereto as a part hereof, hereinafter called "the land,"
upon which Developer proposes to construct twenty-four (24)
single-family residential units and associated improvements
designated as WESTCHESTER WOODS, a Condominium."

2. Paragraph 4, FOUR PHASES, is hereby amended to read as
follows:

"4. FOUR PHASES. WESTCHESTER WOODS, A CONDOMINIUM, is
proposed to be four phases, consisting of a total of 96 condominium
units. Each unit will contain 988 more or less square feet.
Phase I consists of six buildings, each containing four units, each
unit containing two bedrooms, 2 bathrooms and a porch, the 24 units
being numbered A1-A24 inclusive, and will be located on the land
described on Exhibit "1" attached hereto. Phase II may consist of
six buildings, each containing four units, the 24 units being
numbered B25-B48 inclusive, and may be located on the land
described on Exhibit "2" attached hereto. Phase III may consist of
six buildings, each containing four units, the 24 units being
numbered C49-C72 inclusive and may be located on the real property
described on Exhibit "3" attached hereto. Phase IV may consist of
six buildings, each containing four units, the 24 units being
numbered D73-D96 inclusive, and may be located on the land
described on Exhibit "4" attached hereto. The Developer does not,

RECORDED IN
OFFICIAL RECORDS

82 JUL -9 P2:46

BUDDY C. MEZZANERO
CLERK OF COUNTY
CHARLOTTE COUNTY

by this Declaration, commit to build Phases II, III or IV. In fact, the Developer, in its sole and exclusive discretion, shall make the determination that Phases II through IV shall be constructed if, as and when economic market conditions and governmental regulations or controls may dictate. If constructed, Phase II will be completed not later than December 31, 1982; Phase III will be completed not later than August 31, 1983; and Phase IV will be completed not later than April 31, 1984. In its entirety, Westchester Woods, A Condominium, Phase I through IV, shall not exceed a total of 96 condominium units. If constructed, each of the buildings in Phases II through IV will contain four condominium units, each containing two bedrooms and two baths. The dimensions of the apartment units in Phases II through IV will be approximately the same as the dimensions of the apartment units in Phase I. Construction materials in Phases II through IV will be the same as used in Phase I or shall be of equal quality. The sanitary treatment plant will be constructed during Phase I. The recreation areas and facilities, which include a 22' x 38' rectangular pool, rectangular perimeter patio area around pool, patio furniture, rectangular wood frame recreation hall, will be constructed during Phase IV. No additional common element recreational facilities will be built during Phases I through III.

In each of Phases I through IV, outside common elements will be constructed and will include underground sprinkler systems with pop-up heads and utilizing time zones for each phase and its common areas, Type 2 blacktop streets and parking areas and containing two parking spaces per unit in each phase, landscaping, which shall include sodding in the common areas of each phase except in the area of the sanitary treatment plant and plantings at the main entry, exterior lighting along the main boulevard, at signs, along side streets and in parking areas.

The impact of the construction of Phases II, III and IV will be to increase the total number of persons using the recreational amenities and facilities and common elements and thereby increasing the total amount of common expenses. However, the addition of a subsequent phase or phases will also increase the number of apartment owners sharing these common expenses. Attached Exhibits "2," "3" and "4" describe the lands that will be submitted to the condominium in the event the Developer decides to proceed with development of Phases II, III and IV. Should the Developer decide to proceed with subsequent phases, upon substantial completion of the construction of the units to be added in each of such phases, the Developer shall cause a surveyor to prepare a survey of the phase or phases to be added and to certify said survey as required by and pursuant to the applicable provisions of

Florida law. The survey shall be attached to an amendment or amendments to this declaration and shall be executed and acknowledged only by the Developer and need not be approved by the Association, apartment owners, lienors or mortgagees of apartments in the condominium, whether or not elsewhere required for an amendment.

Upon completion of Phase I, each unit shall have a one-twenty-fourth (1/24th) percentage ownership in the common elements. If Phase II is completed, each unit shall have a one-forty-eighth (1/48th) percentage ownership in the common elements. If Phase III is completed, each unit shall have a one-seventy-second (1/72nd) percentage ownership in the common elements. If Phase IV is completed, each unit shall have a one-ninety-sixty (1/96th) percentage ownership in the common elements. As and when each phase is added, the total membership vote in the Association shall be as follows:

- Phase I - 24
- Phase II - 48
- Phase III - 72
- Phase IV - 96

Time share estates will not be created with respect to units in any phase."

3. The first sentence of Paragraph 5, DEFINITIONS, subparagraph G., Condominium Documents, is amended to read as follows:

"G. Condominium Documents - means the declaration and its exhibits, the amendments to the declaration and its exhibits, all of which set forth the nature of the property rights in the condominium and the covenants running with the land which govern these rights."

4. Paragraph 5, UNITS SHALL BE CONSTITUTED AS FOLLOWS:, Subparagraph D, Appurtenances, sub-subparagraph (.1), Common Elements, is hereby amended to read as follows:

"(.1) Common Elements - the undivided one-twenty-fourth (1/24th) share in the land, other common elements and in the common surplus appurtenant to each unit."

5. Page 12, Paragraph 8, INSURANCE, subparagraph E, All Insurance Policies Purchased, sub-subparagraph (.2) Units, sub-sub-subparagraph (ii) is amended to read as follows:

"(ii) Total Destruction of the buildings or where the buildings are not to be restored - for the unit owners in the percentage attributable to the unit conveyed by the deed by the owner, a one-twenty-fourth (1/24th) share."

6. Page 24, Paragraph 14, TERMINATION, subparagraph C, Shares of Unit Owners After Termination, is amended to read as follows:

"G. Shares of Unit Owners After Termination - After termination of the condominium, the owners shall own the property as tenants in common with an undivided 1/24th interest if only Phase I is completed, an undivided 1/48th interest if Phases I and II are completed, an undivided 1/72nd interest if Phases I, II and III are completed and a 1/96th interest if Phase I through IV are completed, and the holders of mortgages and liens against the unit or units formerly owned by such owners shall have mortgages and liens upon the respective undivided interest of the owners. All funds held by the Association and insurance proceeds, if any, shall be and continue to be held jointly for the owners and their first mortgagees in proportion to their interest therein as elsewhere set forth. The costs incurred by the Association in connection with a termination shall be a common expense."

7. Page 28, Paragraph 19, is amended to read as follows:

"19. All reference to this Declaration, or its exhibits to a unit owner's share of the condominium, its common elements, common surplus, assets or liabilities shall mean a 1/24th interest for each unit owned therein."

8. Exhibit "1" referred to in Paragraph 2, THE LAND, as the legal description for Phase I, upon which Developer proposes to construct 24 single family residential units, is amended to read as Exhibit "1" attached hereto and made a part hereof.

9. Exhibit "3" attached to the Declaration of Condominium and referred to in Paragraph 4, FOUR PHASES, as the legal description of Phase III is hereby amended to read as Amended Exhibit "3" attached hereto and made a part hereof.

10. The surveyor's certificate and drawings recorded in Condominium Book 3, Pages 17A-17K, Public Records of Charlotte County, Florida, are hereby amended to reflect the changes shown on the drawings and surveyor's certificate for Westchester Woods, a Condominium, amended Phase I, as recorded in Condominium Book 3, Pages 53A-53M, Public Records of Charlotte County, Florida.

The foregoing amendments are intended to amend the legal description of Phase I, Westchester Woods, a Condominium, and to include therein 24 units so that each unit owner within Phase I owns a unit therein, together with an undivided 1/24th share in the common elements appurtenant thereto. If, however, Phase II shall be completed, the undivided interest held by each unit owner shall be a 1/48th interest; if, however, Phase III shall be completed, each unit owner's undivided interest shall be a 1/72nd; and, if, Phase IV shall be completed, the undivided interest in the common elements held by each unit owner shall be 1/96th. As a result, any and all condominium documents, including the Declaration of Condominium and Exhibits, and Warranty Deeds given by

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 20 1984
I-400 101 GENERAL INS. UNDERWRITERS

My commission expires: March 1984
Notary Public,
[Signature]



WITNESS my signature and official seal in the above stated
County and State, the day and year last aforementioned.

I HEREBY CERTIFY that on this 3rd day of March, 1982, before
me personally appeared CLAUDE A PAGE, President of AZTEC HOMES, INC., a
Florida corporation, to me known to be the person who signed the
foregoing Amendments to Declaration of Condominium as such individual
and acknowledged the execution thereof to be his free act and deed as
such officer for the use and purposes therein mentioned and that he
affixed thereto the official seal of said corporation, and that the said
instrument is the act and deed of said corporation.

STATE OF FLORIDA
COUNTY OF CHARLOTTE



By [Signature]
AZTEC HOMES, INC.,
a Florida corporation

WITNESSES:
[Signature]
[Signature]

the development, to unit owners, and Mortgagees given by Unit Owners to
third parties, are hereby amended to reflect such intent.
THESE AMENDMENTS to Declaration of Condominium and attachments
hereto made and entered into this 3rd day of March, 1982.

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, being a duly authorized signator on behalf of Port Charlotte Bank & Trust Company, the record mortgagee of Unit 111 in Westchester Woods, Phase I, a Condominium, by virtue of that Mortgage recorded in O.R. Book 678, at Page 0009, of the Public Records of Charlotte County, Florida, hereby consents to and joins in the foregoing amendments to the Declaration of Condominium of Westchester Woods, a Condominium, as recorded in O.R. Book 670, Page 633 et. seq. of the Public Records of Charlotte County, Florida. Furthermore, the undersigned agrees that the lien of its mortgage shall be upon the aforesaid unit and its appurtenances, as amended by the foregoing amendments to the Declaration of Condominium.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name on March 20th, 1982.

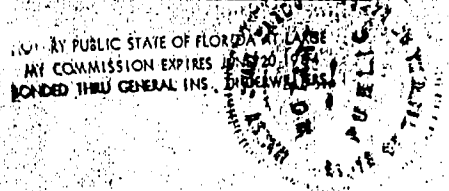
Witnesses: Port Charlotte Bank & Trust Company, a Florida banking corporation
By Brad Bishop

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing Consent and Joinder of Mortgagee was acknowledged before me this 20th day of March, 1982, by Brad Bishop President of PORT CHARLOTTE BANK & TRUST COMPANY, a Florida banking corporation, on behalf of said corporation.

Mary Jan Wells
Notary Public

My commission expires: June 20, 1984



CONSENT AND JOINDER OF MORTGAGEE

The undersigned, being a duly authorized signator on behalf of Port Charlotte Bank & Trust Company, the record mortgagee of Unit # 12 in Westchester Woods, Phase I, a Condominium, by virtue of that Mortgage recorded in O.R. Book 677, at Page 0236, of the Public Records of Charlotte County, Florida, hereby consents to and joins in the foregoing amendments to the Declaration of Condominium of Westchester Woods, a Condominium, as recorded in O.R. Book 670, Page 633 et seq. of the Public Records of Charlotte County, Florida. Furthermore, the undersigned agrees that the lien of its mortgage shall be upon the aforesaid unit and its appurtenances, as amended by the foregoing amendments to the Declaration of Condominium.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name on March 29th 1982.

Witnesses:

[Signature]
[Signature]

PORT CHARLOTTE BANK & TRUST COMPANY,
a Florida banking corporation

By [Signature]

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing Consent and Joinder of Mortgagee was acknowledged before me this 29th day of March, 1982, by Brad Bishop, President of PORT CHARLOTTE BANK & TRUST COMPANY, a Florida banking corporation, on behalf of said corporation.

Notary Public: [Signature]

My commission expires: June 20, 1984



NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 20 1984
BONDED THRU GENERAL INS. UNDERWRITERS

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, being a duly authorized signator on behalf of Port Charlotte Bank & Trust Company, the record mortgagee of Unit 3, in Westchester Woods, Phase I, a Condominium, by virtue of that Mortgage recorded in O.R. Book 678, at Page 0003, of the Public Records of Charlotte County, Florida, hereby consents to and joins in the foregoing amendments to the Declaration of Condominium of Westchester Woods, a Condominium, as recorded in O.R. Book 670, Page 633 et seq. of the Public Records of Charlotte County, Florida. Furthermore, the undersigned agrees that the lien of its mortgage shall be upon the aforesaid unit and its appurtenances, as amended by the foregoing amendments to the Declaration of Condominium.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name on March 29th, 1982.

Witnesses:

[Signature]
[Signature]

PORT CHARLOTTE BANK & TRUST COMPANY,
a Florida banking corporation

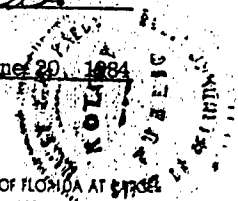
By [Signature]

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing Consent and Joinder of Mortgagee was acknowledged before me this 29th day of March, 1982, by Brad Bishop, President of PORT CHARLOTTE BANK & TRUST COMPANY, a Florida banking corporation, on behalf of said corporation.

[Signature]
Notary Public.

My commission expires: June 20, 1984



NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 20 1984
BONDED THRU GENERAL INS. UNDERWRITERS

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, being a duly authorized signator on behalf of Port Charlotte Bank & Trust Company, the record mortgagee of Unit # 4, in Westchester Woods, Phase I, a Condominium, by virtue of that Mortgage recorded in O.R. Book 678, at Page 1439 - 1442, of the Public Records of Charlotte County, Florida, hereby consents to and joins in the foregoing amendments to the Declaration of Condominium of Westchester Woods, a Condominium, as recorded in O.R. Book 670, Page 633 et seq., of the Public Records of Charlotte County, Florida. Furthermore, the undersigned agrees that the lien of its mortgage shall be upon the aforesaid unit and its appurtenances, as amended by the foregoing amendments to the Declaration of Condominium.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name on March 29th 1982.

Witnesses:

J. M. [Signature]
[Signature]

PORT CHARLOTTE BANK & TRUST COMPANY,
a Florida banking corporation

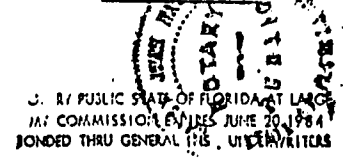
By Brad Bishop

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing Consent and Joinder of Mortgagee was acknowledged before me this 29th day of March, 1982, by Brad Bishop, President of PORT CHARLOTTE BANK & TRUST COMPANY, a Florida banking corporation, on behalf of said corporation.

[Signature]
Notary Public,

My commission expires: June 20, 1984



CONSENT AND JOINDER OF MORTGAGEE

The undersigned being a duly authorized signator on behalf of Port Charlotte Bank & Trust Company, the record mortgagee of Unit

1.6 in Westchester Woods, Phase I, a Condominium, by virtue of that Mortgage recorded in O.R. Book 675, at page 0070 - 0073, of the Public Records of Charlotte County, Florida, hereby consents to and joins in the foregoing amendments to the Declaration of Condominium of Westchester Woods, a Condominium, as recorded in O.R. Book 670, Page 633 et seq., of the Public Records of Charlotte County, Florida. Furthermore, the undersigned agrees that the lien of its mortgage shall be upon the aforesaid unit and its appurtenances, as amended by the foregoing amendments to the Declaration of Condominium.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name on March 29th 1982.

Witnesses: PORT CHARLOTTE BANK & TRUST COMPANY, a Florida banking corporation

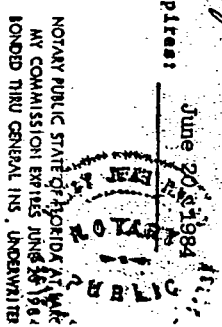
By [Signature]

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing Consent and Joinder of Mortgagee was acknowledged before me this 29th day of March 1982, by Brad Bishop, President of PORT CHARLOTTE BANK & TRUST COMPANY, a Florida banking corporation, on behalf of said corporation.

[Signature]
Notary Public.

My commission expires: June 30, 1984



NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JUNE 30 1984
BONDED THRU GENERAL INS. UNDERWRITERS

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, being a duly authorized signator on behalf of Port Charlotte Bank & Trust Company, the record mortgagee of Unit # 7, in Westchester Woods, Phase I, a Condominium, by virtue of that Mortgage recorded in O.R. Book 677, at Page 0227-0230, of the Public Records of Charlotte County, Florida, hereby consents to and joins in the foregoing amendments to the Declaration of Condominium of Westchester Woods, a Condominium, as recorded in O.R. Book 670, Page 633 et seq., of the Public Records of Charlotte County, Florida. Furthermore, the undersigned agrees that the lien of its mortgage shall be upon the aforesaid unit and its appurtenances, as amended by the foregoing amendments to the Declaration of Condominium.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name on March 29th, 1982.

Witnesses:

[Signature]
[Signature]

PORT CHARLOTTE BANK & TRUST COMPANY,
a Florida banking corporation

By [Signature]

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing Consent and Joinder of Mortgagee was acknowledged before me this 29th day of March, 1982, by Brad Bishop, President of PORT CHARLOTTE BANK & TRUST COMPANY, a Florida banking corporation, on behalf of said corporation.

[Signature]
Notary Public,
My commission expires: June 20, 1984

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 20 1984
BONDED THRU GENERAL INS. UNDERWRITERS

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, being a duly authorized signator on behalf of Port Charlotte Bank & Trust Company, the record mortgagee of Unit # 11, in Westchester Woods, Phase I, a Condominium, by virtue of that Mortgage recorded in O.R. Book 677, at Page 0218-0221, of the Public Records of Charlotte County, Florida, hereby consents to and joins in the foregoing amendments to the Declaration of Condominium of Westchester Woods, a Condominium, as recorded in O.R. Book 670, Page 633 et seq., of the Public Records of Charlotte County, Florida. Furthermore, the undersigned agrees that the lien of its mortgage shall be upon the aforesaid unit and its appurtenances, as amended by the foregoing amendments to the Declaration of Condominium.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name on March 29th, 1982.

Witnesses:

PORT CHARLOTTE BANK & TRUST COMPANY,
a Florida banking corporation

John Moon
Nancy J. Hadd

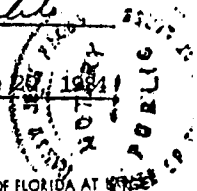
By *Brad Bishop*

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing Consent and Joinder of Mortgagee was acknowledged before me this 29th day of March, 1982, by Brad Bishop, President of PORT CHARLOTTE BANK & TRUST COMPANY, a Florida banking corporation, on behalf of said corporation.

Nancy J. Hadd
Notary Public

My commission expires: June 20, 1984



NOTARY PUBLIC STATE OF FLORIDA AT WITNESS
MY COMMISSION EXPIRES JUNE 20 1984
BONDED THRU GENERAL INS. UNDERWRITERS

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, being a duly authorized signator on behalf of Port Charlotte Bank & Trust Company, the record mortgagee of Unit # 13 in Westchester Woods, Phase I, a Condominium, by virtue of that Mortgage recorded in O.R. Book 677, at Page 0203-0206, of the Public Records of Charlotte County, Florida, hereby consents to and joins in the foregoing amendments to the Declaration of Condominium of Westchester Woods, a Condominium, as recorded in O.R. Book 670, Page 633 et seq. of the Public Records of Charlotte County, Florida. Furthermore, the undersigned agrees that the lien of its mortgage shall be upon the aforesaid unit and its appurtenances, as amended by the foregoing amendments to the Declaration of Condominium.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name on March 29th, 1982.

Witnesses:

PORT CHARLOTTE BANK & TRUST COMPANY,
a Florida banking corporation

[Signature]
[Signature]

By [Signature]

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing Consent and Joinder of Mortgagee was acknowledged before me this 29th day of March, 1982, by Brad Bishop, President of PORT CHARLOTTE BANK & TRUST COMPANY, a Florida banking corporation, on behalf of said corporation.

[Signature]
Notary Public
My commission expires: June 20, 1984

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 20 1984
BONDED THRU GENERAL INS. UNDERWRITERS

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, being a duly authorized signator on behalf of

Port Charlotte Bank & Trust Company, the record mortgagee of Unit

14 in Westchester Woods, Phase I, a Condominium, by virtue of

that mortgage recorded in O.R. Book 677, at Page 0194-0197, of the

Public Records of Charlotte County, Florida, hereby consents to and

joins in the foregoing amendments to the Declaration of Condominium of

Westchester Woods, a Condominium, as recorded in O.R. Book 670, Page 633

et seq. of the Public Records of Charlotte County, Florida.

Furthermore, the undersigned agrees that the item of its mortgage shall

be upon the aforesaid unit and its appurtenances, as amended by the

foregoing amendments to the Declaration of Condominium.

IN WITNESS WHEREOF, the undersigned has caused these presents

to be signed in its name on March 29th, 1982.

Witnesses:

[Signature]

[Signature]

By

PORT CHARLOTTE BANK & TRUST COMPANY,
a Florida banking corporation

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing consent and joinder of mortgagee was acknow-

ledged before me this 28th day of March, 1982, by

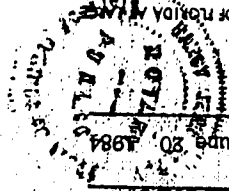
Brad Bishop, President of PORT CHARLOTTE BANK &

TRUST COMPANY, a Florida banking corporation, on behalf of said

corporation.

Notary Public,

My commission expires: June 30, 1984



NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JUNE 30 1984
BONDED THRU GENERAL INS. UNDERWRITERS

NOTARIAL PUBLIC

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 20 1984
BONDED THRU GENERAL INS. UNDERWRITERS



My commission expires:

Notary Public
[Signature]

TRUST COMPANY, a Florida banking corporation, on behalf of said
of FORT CHARLOTTE BANK & TRUST COMPANY, a Florida banking corporation,
President of FORT CHARLOTTE BANK & TRUST COMPANY, a Florida banking corporation,
The foregoing Consent and Joinder of Mortgagees was acknow-
ledged before me this 28th day of March, 1982, by

STATE OF FLORIDA
COUNTY OF CHARLOTTE

By *[Signature]*
PORT CHARLOTTE BANK & TRUST COMPANY,
a Florida banking corporation

to be signed in its name on March 28th, 1982.

IN WITNESS WHEREOF, the undersigned has caused these presents
to be signed in its name on March 28th, 1982.
The undersigned being a duly authorized signator on behalf of
Fort Charlotte Bank & Trust Company, the record mortgagee of Unit
15 in Westchester Woods, Phase I, a Condominium, by virtue of
that Mortgage recorded in O.R. Book 679 at Page 0721-0724, of the
Public Records of Charlotte County, Florida, hereby consents to and
joins in the foregoing amendments to the Declaration of Condominium of
Westchester Woods, a Condominium, as recorded in O.R. Book 670, Page 633
et seq. of the Public Records of Charlotte County, Florida.
Furthermore, the undersigned agrees that the lien of its mortgage shall
be upon the aforesaid unit and its appurtenances, as amended by the
foregoing amendments to the Declaration of Condominium.

CONSENT AND JOINDER OF MORTGAGEE

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, being a duly authorized signator on behalf of Port Charlotte Bank & Trust Company, the record mortgagee of Unit # 16 in Westchester Woods, Phase I, a Condominium, by virtue of that Mortgage recorded in O.R. Book 678, at Page 1457-1460, of the Public Records of Charlotte County, Florida, hereby consents to and joins in the foregoing amendments to the Declaration of Condominium of Westchester Woods, a Condominium, as recorded in O.R. Book 670, Page 633 et seq., of the Public Records of Charlotte County, Florida. Furthermore, the undersigned agrees that the lien of its mortgage shall be upon the aforesaid unit and its appurtenances, as amended by the foregoing amendments to the Declaration of Condominium.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name on March 29th, 1982.

Witnesses:

PORT CHARLOTTE BANK & TRUST COMPANY,
a Florida banking corporation

[Signature]
[Signature]

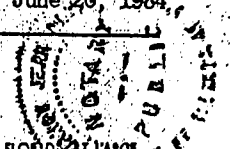
By [Signature]

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing Consent and Joinder of Mortgagee was acknowledged before me this 29th day of March, 1982, by Brad Bishop, President of PORT CHARLOTTE BANK & TRUST COMPANY, a Florida banking corporation, on behalf of said corporation.

[Signature]
Notary Public,

My commission expires: June 29, 1984



NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 29 1984
BONDED THRU GENERAL INS. UNDERWRITERS

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, being a duly authorized signator on behalf of First Federal Savings & Loan Association, the record mortgagee of Unit #A-18 in Westchester Woods, Phase I, a Condominium, by virtue of that Mortgage recorded in O.R. Book 673, at Page 1260 - 1265 of the Public Records of Charlotte County, Florida, hereby consents to and joins in the foregoing amendments to the Declaration of Condominium of Westchester Woods, a Condominium, as recorded in O.R. Book 670, Page 633 et seq., of the Public Records of Charlotte County, Florida. Furthermore, the undersigned agrees that the lien of its mortgage shall be upon the aforesaid unit and its appurtenances, as amended by the foregoing amendments to the Declaration of Condominium.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name on May 19, 1982.

Witnesses:

W.C. McDermott
J. Atkinson

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHARLOTTE COUNTY

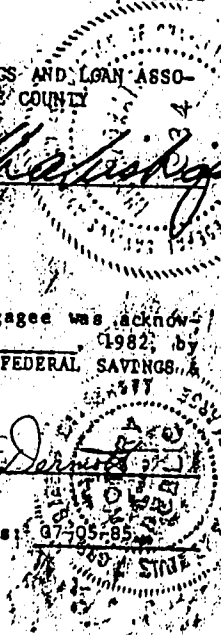
By *W.R. Shakashaff*
Vice President

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing Consent and Joinder of Mortgagee was acknowledged before me this 19th day of May, 1982, by W.R. Shakashaff, Vice President of FIRST FEDERAL SAVINGS & LOAN ASSOCIATION, on behalf of said corporation.

Henrietta McDermott
Notary Public

My commission expires: 07-05-85



CONSENT AND JOINDER OF MORTGAGEE

The undersigned, being a duly authorized signator on behalf of Port Charlotte Bank & Trust Company, the record mortgagee of Unit # 19, in Westchester Woods, Phase I, a Condominium, by virtue of that Mortgage recorded in O.R. Book 678, at Page 1448-1451, of the Public Records of Charlotte County, Florida, hereby consents to and joins in the foregoing amendments to the Declaration of Condominium of Westchester Woods, a Condominium, as recorded in O.R. Book 670, Page 633 et seq., of the Public Records of Charlotte County, Florida. Furthermore, the undersigned agrees that the lien of its mortgage shall be upon the aforesaid unit and its appurtenances, as amended by the foregoing amendments to the Declaration of Condominium.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name on March 29th, 1982.

Witnesses:

PORT CHARLOTTE BANK & TRUST COMPANY,
a Florida banking corporation

[Signature]
[Signature]

By [Signature]

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing Consent and Joinder of Mortgagee was acknowledged before me this 29th day of March, 1982, by Brad Bishop, President of PORT CHARLOTTE BANK & TRUST COMPANY, a Florida banking corporation, on behalf of said corporation.

[Signature]
Notary Public,

My commission expires: June 20, 1984



NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 20 1984
BONDED THRU GENERAL INS. UNDERWRITERS

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, being a duly authorized signator on behalf of Port Charlotte Bank & Trust Company, the record mortgagee of Unit 20 in Westchester Woods, Phase I, a Condominium, by virtue of that Mortgage recorded in O.R. Book 680, at Page 0419-0422, of the Public Records of Charlotte County, Florida, hereby consents to and joins in the foregoing amendments to the Declaration of Condominium of Westchester Woods, a Condominium, as recorded in O.R. Book 670, Page 633 et seq. of the Public Records of Charlotte County, Florida. Furthermore, the undersigned agrees that the lien of its mortgage shall be upon the aforesaid unit and its appurtenances, as amended by the foregoing amendments to the Declaration of Condominium.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name on March 29th, 1982.

Witnesses:

PORT CHARLOTTE BANK & TRUST COMPANY,
a Florida banking corporation

[Signature]
[Signature]

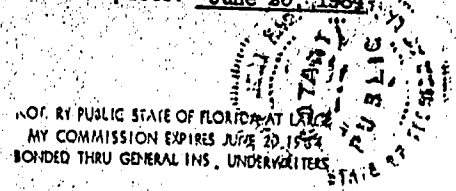
By [Signature]

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing Consent and Joinder of Mortgagee was acknowledged before me this 29th day of March, 1982, by Brad Bishop, President of PORT CHARLOTTE BANK & TRUST COMPANY, a Florida banking corporation, on behalf of said corporation.

[Signature]
Notary Public

My commission expires: June 20, 1984



NOT. BY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 20, 1984
BONDED THRU GENERAL INS. UNDERWRITERS

CONSENT AND JOINDER OF UNIT OWNER

The undersigned, being the record, fee simple owner of Unit 1, in Westchester Woods, Phase I, a Condominium, by virtue of that Warranty Deed from Arlec Homes, Inc., to the undersigned, such deed dated September 15, 1981, recorded September 18, 1981, in O.R. Book 678, at Page 0007, of the Public Records of Charlotte County, Florida, joins in the making of the foregoing Amendments to the Declaration of Condominium of Westchester Woods, a Condominium, which Declaration is recorded in O.R. Book 670, at Page 633, et seq. of the Public Records of Charlotte County, Florida. Furthermore, the undersigned consents to the foregoing amendments to the said Declaration of Condominium and hereby waives notice of the subject matter of the amendment and of any meeting at which the said amendment was considered.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in his/her name on April 15, 1982.

Witnesses:

W. Lynn E. Williams
Thomas Natthuras
Evelyn Natthuras

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing Consent and Joinder of Unit Owner was acknowledged before me this 15 day of April, 1982, by

Theresa A. Williams
 Notary Public,
 MILDRED G. LARSON
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires 07-15-1983

CONSENT AND JOINDER OF UNIT OWNER

The undersigned, being the record fee simple owner of Unit 1221 in Westchester Woods, Phase 1, a Condominium, by virtue of the Warranty Deed from Astec Homes, Inc. to the undersigned, such deed dated September 3, 1981, recorded September 9, 1981, in O.R. Book 1677, at Page 0234, of the Public Records of Charlotte County, Florida, joins in the making of the foregoing Amendments to the Declaration of Condominium of Westchester Woods, a Condominium, which Declaration is recorded in O.R. Book 670, at Page 639, et seq. of the Public Records of Charlotte County, Florida. Furthermore, the undersigned consents to the foregoing amendments to the said Declaration of Condominium and hereby waives notice of the subject matter of the amendment and of any meeting at which the said amendment was considered.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in his/her name on April 10, 1982.

Witness:

Nancy J. White

Joseph M. Dizdar
Joseph M. Dizdar

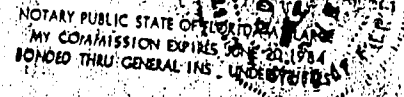
Sandra Perich

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing Consent and Joinder of Unit Owner was acknowledged before me this 10th day of April, 1982, by

Nancy J. White
Notary Public.

My commission expires: April 1984



CONSENT AND JOINDER OF UNIT OWNER

The undersigned, being the record, fee simple owner of Unit in Westchester Woods, Phase I, a Condominium, by virtue of that certain deed from Artec Homes, Inc., to the undersigned, such deed dated September 17, 1981, recorded September 28, 1981, in O.R. Book 678, at Page 1437 & 1438 of the Public Records of Charlotte County, Florida, joins in the making of the foregoing Amendments to the Declaration of Condominium of Westchester Woods, a Condominium, which Declaration is recorded in O.R. Book 670, at Page 633, et seq. of the Public Records of Charlotte County, Florida. Furthermore, the undersigned consents to the foregoing amendments to the said Declaration of Condominium and hereby values notice of the subject matter of the amendment and of any meeting at which the said amendment was considered.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in his/her name on April 8th, 1982.

Witness:

C. Guy Barzel

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing Consent and Joinder of Unit Owner was acknowledged before me this 8th day of April, 1982, by

Notary Public.



CONSENT AND JOINDER OF UNIT OWNER

The undersigned, being the record fee simple owner of Unit 6 in Westchester Woods, Phase I, a Condominium, by virtue of CONTRACT DEED from Aztec Homes, Inc., to the undersigned, such deed dated January 8, 1982, recorded January 18, 1982, in O.R. Book 1687, at page 1338 & 1339, of the Public Records of Charlotte County, Florida, joins in the making of the foregoing Amendments to the Declaration of Condominium of Westchester Woods, a Condominium, which Declaration is recorded in O.R. Book 670, at page 633, et seq. of the Public Records of Charlotte County, Florida. Furthermore, the undersigned consents to the foregoing amendments to the said Declaration of Condominium and hereby waives notice of the subject matter of the amendment and of any meeting at which the said amendment was considered.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in his/her name on March 17th, 1982.

Richard V. Taylor
 Richard V. Taylor

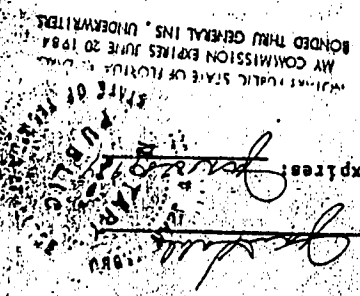
Marion M. Taylor
 Marion M. Taylor

STATE OF FLORIDA
 COUNTY OF CHARLOTTE

The foregoing Consent and Joinder of Unit Owner was acknowledged before me this 17th day of March, 1982, by

Richard V. Taylor
 Notary Public

My commission expires: June 20, 1984



CONSENT AND JOINDER OF UNIT OWNER

The undersigned, being the record, fee simple owner of Unit 6 in Westchester Woods, Phase I, a Condominium, by virtue of that Warranty Deed from Astec Homes, Inc., to the undersigned, such deed dated August 14, 1981, recorded August 17, 1981, in O.R. Book 675, at Page 0068 & 0069, of the Public Records of Charlotte County, Florida, joins in the making of the foregoing Amendments to the Declaration of Condominium of Westchester Woods, a Condominium, which Declaration is recorded in O.R. Book 670, at Page 633, et seq. of the Public Records of Charlotte County, Florida. Furthermore, the undersigned consents to the foregoing amendments to the said Declaration of Condominium and hereby waives notice of the subject matter of the amendment and of any meeting at which the said amendment was considered.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in his/her name on ^{April} March 14, 1982.

Witnesses:

John E. Myrtag
Randy J. Wells

F. Stratton Knox Jr.
F. Stratton Knox Jr.
Elizabeth B. Knox

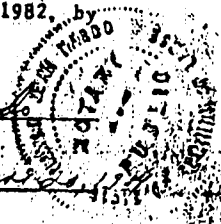
STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing Consent and Joinder of Unit Owner was acknowledged before me this 14th day of April, 1982, by

Randy J. Wells
Notary Public

My commission expires: June 20, 1984

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 20 1984
BONDED THRU GENERAL INS. UNDERWRITERS



CONSENT AND JOINDER OF UNIT OWNER

The undersigned, being the record fee simple owner of Unit 703 in Westchester Woods, Phase 1, a Condominium, by virtue of the Warranty Deed from Atac Homes, Inc. to the undersigned, such deed dated September 3, 1981, recorded September 9, 1981, in O.R. Book 677, at Page 0225 & 0226, of the Public Records of Charlotte County, Florida, joins in the making of the foregoing Amendments to the Declaration of Condominium of Westchester Woods, a Condominium, which Declaration is recorded in O.R. Book 670, at Page 633, et seq. of the Public Records of Charlotte County, Florida. Furthermore, the undersigned consents to the foregoing amendments to the said Declaration of Condominium and hereby waives notice of the subject matter of the amendment and of any meeting at which the said amendment was considered.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in his/her name on March 15th, 1982.

Witnesses:

Mary G. Wood

Robin S. DeSisto
Robin S. DeSisto

Abel Hernandez

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing Consent and Joinder of Unit Owner was acknowledged before me this 15th day of March, 1982, by

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 20 1984
BONDED THRU GENERAL INS. UNDERWRITERS

Nancy Ann Hand
Notary Public

My commission expires: June 20 1984



CONSENT AND JOINDER OF UNIT OWNER

The undersigned, being the record, fee simple owner of Unit 8, in Westchester Woods, Phase I, a Condominium, by virtue of that Warranty Deed from Artec Homes, Inc., to the undersigned, such deed dated October 1, 1981, recorded October 9, 1981, in O.R. Book 679, at Page 1630 & 1631, of the Public Records of Charlotte County, Florida, joins in the making of the foregoing Amendments to the Declaration of Condominium of Westchester Woods, a Condominium, which Declaration is recorded in O.R. Book 670, at Page 633, et seq. of the Public Records of Charlotte County, Florida. Furthermore, the undersigned consents to the foregoing amendments to the said Declaration of Condominium and hereby waives notice of the subject matter of the amendment and of any meeting at which the said amendment was considered.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in his/her name on April 14, 1982.

Witnesses:

[Signature]
[Signature]

Albert Gaul
Albert Gaul
Marion R. Gaul
Marion R. Gaul

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing Consent and Joinder of Unit Owner was acknowledged before me this 14th day of April, 1982, by

[Signature]
Notary Public.

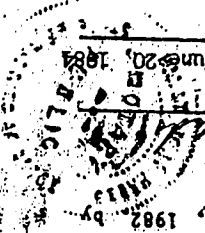
My commission expires: [Signature]

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 20 1984
BONDED THRU GENERAL INS. UNDERWRITERS



NOTARIAL PUBLIC STATE OF FLORIDA
COMMISSION EXPIRES JUNE 20 1984
FORWARD THIS GENERAL INFO. UNCORRECTED

My commission expires: June 20, 1984



Mary Ann Smith
Notary Public

The foregoing Consent and Joinder of Unit Owner was acknowledged before me this 2nd day of April, 1982, by

STATE OF FLORIDA
COUNTY OF CHARLOTTE

Laura B. Kilroy
Laura B. Kilroy
J.P. Kilroy
J.P. Kilroy

David S. ...
...
Witnesses:

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in his/her name on April 2nd, 1982.

was considered.
matter of the amendment and of any meeting at which the said amendment
said Declaration of Condominium and hereby waives notice of the subject
Furthermore, the undersigned consents to the foregoing amendments to the
653, et seq. of the Public Records of Charlotte County, Florida.
Condominium, which Declaration is recorded in O.R. Book 670, at Page
Amendments to the Declaration of Condominium of Westchester Woods, a
Charlotte County, Florida, joins in the making of the foregoing
O.R. Book 681, at Page 0520 & 0521 of the Public Records of
dated June 4, 1981, recorded October 29, 1981, in
that variety deed from Arlec Homes, Inc., to the undersigned, such deed
in Westchester Woods, Phase I, a Condominium, by virtue of
The undersigned being the record, fee simple owner of Unit

CONSENT AND JOINDER OF UNIT OWNER

STATE OF FLORIDA
COUNTY OF CHARLOTTE

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES: April 1982
BONDED THIS 27th DAY OF APRIL 1981

My commission expires: April 1982
Notary Public: Harvey G. Smith

The foregoing content and jointer of Unit Owner was acknowledged before me this 12th day of April, 1982, by

STATE OF FLORIDA
COUNTY OF CHARLOTTE

Harvey G. Smith
Harold A. Meyer
Witnesses:

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in his/her name on April 12th 1982.

matter of the amendment and of any meeting at which the said amendment said Declaration of Condominium and hereby values notice of the subject further, the undersigned consents to the foregoing amendments to the 633 et seq. of the Public Records of Charlotte County, Florida. Condominium, which Declaration is recorded in O.R. Book 670, at Page Amendments to the Declaration of Condominium of Westchester Woods, a Charlotte County, Florida, joins in the making of the foregoing 011 Book 881 at Page 2151 & 2152, of the Public Records of dated October 30, 1981, recorded November 5, 1981, in that certain deed from Aztec Homes, Inc., to the undersigned, such deed in Westchester Woods, Phase I, a Condominium, by virtue of the undersigned, being the record, fee simple owner of Unit

CONSENT AND JOINDER OF UNIT OWNER

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
COMMISSION EXPIRES JUNE 20 1984
LONDON (FLA) GENERAL (11) UNDERWRITERS



My commission expires:

William J. Russell
Notary Public, State of Florida

The foregoing Consent and Joinder of Unit Owner was acknowledged before me this 15th day of March, 1982, by

STATE OF FLORIDA
COUNTY OF CHARLOTTE

William J. Russell
William J. Russell
Notary Public, State of Florida

Robert H. Russell
Robert H. Russell
Notary Public, State of Florida

William J. Russell
William J. Russell
Witness

Robert H. Russell
Robert H. Russell
Witness

to be signed in his/her name on March 15, 1982.

IN WITNESS WHEREOF, the undersigned has caused these presents

to be signed in his/her name on March 15, 1982.

was considered.

matter of the amendment and of any meeting at which the said amendment

said Declaration of Condominium and hereby waives notice of the subject

furthermore, the undersigned consents to the foregoing amendments to the

633, et seq. of the Public Records of Charlotte County, Florida.

Condominium, which Declaration is recorded in O.R. Book 670, at Page

Amendments to the Declaration of Condominium of Westchester Woods, a

Charlotte County, Florida, joins in the making of the foregoing

O.R. Book 679, at Page 1339, of the Public Records of

dated September 3, 1981, recorded October 7, 1981, in

The Warranty Deed from Aztec Homes, Inc., to the undersigned, such deed

in Westchester Woods, Phase I, a Condominium, by virtue of

The undersigned, being the record, fee simple owner of Unit

CONSENT AND JOINDER OF UNIT OWNER

OR 703 PG 1705

CONSENT AND JOINDER OF UNIT OWNER

The undersigned, being the record, fee simple owner of Unit 13 in Westchester Woods, Phase I, a Condominium, by virtue of that Warranty Deed from Aztec Homes, Inc., to the undersigned, such deed dated September 3, 1981, recorded September 9, 1981, in O.R. Book 877, at Page 0201 of the Public Records of Charlotte County, Florida, joins in the making of the foregoing Amendments to the Declaration of Condominium of Westchester Woods, a Condominium, which Declaration is recorded in O.R. Book 670, at Page 633, et seq. of the Public Records of Charlotte County, Florida. Furthermore, the undersigned consents to the foregoing amendments to the said Declaration of Condominium and hereby waives notice of the subject matter of the amendment and of any meeting at which the said amendment was considered.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in his/her name on March 15th, 1982.

Witnesses:

Nancy J. ...

Paul H. Hughes
Paul H. Hughes

Robert ...

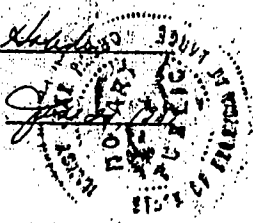
STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing Consent and Joinder of Unit Owner was acknowledged before me this 15th day of March, 1982, by

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 20 1984
BOND COTHURN GENERAL INS. UNDERWRITERS

Nancy Jean ...
Notary Public

My commission expires:



CONSENT AND JOINDER OF UNIT OWNER

The undersigned, being the record, fee simple owner of Unit # 14 in Westchester Woods, Phase I, a Condominium, by virtue of that Warranty Deed from Astec Homes, Inc., to the undersigned, such deed dated September 3, 1981, recorded September 9, 1981, in O.R. Book 677, at Page 0192, of the Public Records of Charlotte County, Florida, joins in the making of the foregoing Amendments to the Declaration of Condominium of Westchester Woods, a Condominium, which Declaration is recorded in O.R. Book 670, at Page 633, at seq. of the Public Records of Charlotte County, Florida. Furthermore, the undersigned consents to the foregoing amendments to the said Declaration of Condominium and hereby waives notice of the subject matter of the amendment and of any meeting at which the said amendment was considered.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in his/her name on April 2nd, 1982.

Witnesses:

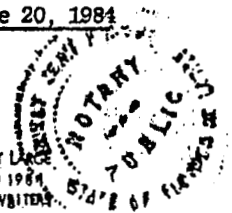
Nancy J. Woods Pauline Page
Pauline Page
Robert E. Klement

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing Consent and Joinder of Unit Owner was acknowledged before me this 2nd day of April, 1982, by

Nancy Jean Woods
Notary Public

My commission expires: June 20, 1984



NOTARY PUBLIC STATE OF FLORIDA AT
MY COMMISSION EXPIRES JUNE 20 1984
BONDED THRU GENERAL INS. UNDERWRITERS

CONSENT AND JOINDER OF UNIT OWNER

The undersigned, being the record, fee simple owner of Unit 16 in Westchester Woods, Phase I, a Condominium, by virtue of that Warranty Deed from Astec Homes, Inc., to the undersigned, such deed dated September 16, 1981, recorded October 5, 1981, in O.R. Book 678 at Page 0176, of the Public Records of Charlotte County, Florida, joins in the making of the foregoing Amendments to the Declaration of Condominium of Westchester Woods, a Condominium, which Declaration is recorded in O.R. Book 670, at Page 633, et seq. of the Public Records of Charlotte County, Florida. Furthermore, the undersigned consents to the foregoing amendments to the said Declaration of Condominium and hereby waives notice of the subject matter of the amendment and of any meeting at which the said amendment was considered.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in his/her name on March 15th, 1982.

Witnesses:

[Signature]

[Signature]
Jose Geerts

[Signature]

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing Consent and Joinder of Unit Owner was acknowledged before me this 15th day of March, 1982, by

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 20 1984
BONDED THRU GENERAL INS., UNDERWRITERS

[Signature]
Notary Public,

My commission expires: [Signature]



CONSENT AND JOINDER OF UNIT OWNER

The undersigned, being the record fee simple owner of Unit #16 in Westchester Woods, Phase I, a Condominium, by virtue of that Warranty Deed from Astec Homes, Inc. to the undersigned, such deed dated September 16, 1981, recorded September 28, 1981, in O.R. Book 678, at Page 1455 & 1456, of the Public Records of Charlotte County, Florida, joins in the making of the foregoing Amendments to the Declaration of Condominium of Westchester Woods, a Condominium, which Declaration is recorded in O.R. Book 670, at Page 633, et seq. of the Public Records of Charlotte County, Florida. Furthermore, the undersigned consents to the foregoing amendments to the said Declaration of Condominium and hereby waives notice of the subject matter of the amendment and of any meeting at which the said amendment was considered.

IN WITNESS WHEREOF the undersigned has caused these presents to be signed in his/her name on March 16, 1982.

Witnesses:

[Signature]

[Signature]
Robert Jacobsen

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing Consent and Joinder of Unit Owner was acknowledged before me this 16th day of April, 1982, by

[Signature]
Notary Public

My commission expires: *[Signature]*



NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES JUNE 20, 1982
RECORDED THROUGH GENERAL INSURANCE UNDERWRITERS

CONSENT AND JOINDER OF UNIT OWNER

The undersigned, being the record title owner of Unit 17, in Westchester Woods, Phase I, a Condominium, by virtue of that Warranty Deed from Arlec Homes, Inc., to the undersigned, such deed dated August 12, 1981, recorded August 14, 1981, in O.R. Book 1574, at Page 2102 & 2103, of the Public Records of Charlotte County, Florida, joins in the making of the foregoing Amendments to the Declaration of Condominium of Westchester Woods, a Condominium, which Declaration is recorded in O.R. Book 670, at Page 633 et seq. of the Public Records of Charlotte County, Florida. Furthermore, the undersigned consents to the foregoing amendments to the said Declaration of Condominium and hereby waives notice of the subject matter of the said amendments and of any meeting at which the said amendments were considered.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in his/her name on March 11, 1982.

Witnesses:

[Signature]
[Signature]

[Signature]
Maxwell Riegel

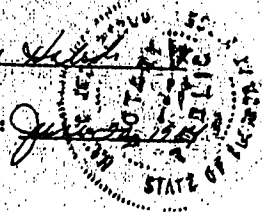
STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing Consent and Joinder of Unit Owner was acknowledged before me this 11th day of March, 1982, by

[Signature]
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 30 1984
FOUNDED THRU GENERAL INS. UNDERWRITERS



CONSENT AND JOINDER OF UNIT OWNER

The undersigned, being the record, fee simple owner of Unit

18, in Westchester Woods, Phase I, a Condominium, by virtue of that Warranty Deed from Aztec Homes, Inc., to the undersigned, such deed dated July 28, 1981, recorded July 29, 1981, in O.R. Book 673, at Page 1258 & 1259 of the Public Records of Charlotte County, Florida, joins in the making of the foregoing Amendments to the Declaration of Condominium of Westchester Woods, a Condominium, which Declaration is recorded in O.R. Book 670, at Page 633, et seq. of the Public Records of Charlotte County, Florida. Furthermore, the undersigned consents to the foregoing amendments to the said Declaration of Condominium and hereby waives notice of the subject matter of the amendment and of any meeting at which the said amendment was considered.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in his/her name on March 12, 1982.

Witnesses:

[Signatures]
John Scheidrup
Ursula Scheidrup

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing Consent and Joinder of Unit Owner was acknowledged before me this 12th day of March, 1982, by

Notary Public
[Signature]
My commission expires: 1982

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 20 1984
UNDEVELOPED

CONSENT AND JOINDER OF UNIT OWNER

The undersigned, being the record (see simple owner of Unit 19) in Westchester Woods, Phase I, a Condominium, by virtue of the Warranty Deed from Artec Homes, Inc., to the undersigned, such deed dated September 16, 1981, recorded September 28, 1981, in O.R. Book 678, at Page 1446, of the Public Records of Charlotte County, Florida, joins in the making of the foregoing Amendments to the Declaration of Condominium of Westchester Woods, a Condominium, which Declaration is recorded in O.R. Book 670, at Page 633, et seq. of the Public Records of Charlotte County, Florida. Furthermore, the undersigned consents to the foregoing amendments to the said Declaration of Condominium and hereby waives notice of the subject matter of the amendment and of any meeting at which the said amendment was considered.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in his/her name on March 15th, 1982.

[Signature]

[Signature]
Herman Van Gucht

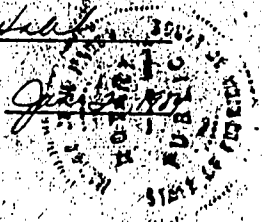
[Signature]

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing Consent and Joinder of Unit Owner was acknowledged before me this 15th day of March, 1982, by

[Signature]
Notary Public

My commission expires: *[Signature]*



NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JUNE 21, 1984
RECORDED IN PUBLIC RECORDS, UNDEVELOPED

CONSENT AND JOINDER OF UNIT OWNER

The undersigned, being the record fee simple owner of Unit 2012A in Westchester Woods Phase I Condominium, by virtue of the Warranty Deed from Aztec Homes, Inc. to the undersigned, such deed dated September 29, 1981, recorded October 14, 1981, in O.R. Book 680 at Page 0417, of the Public Records of Charlotte County, Florida, joins in the making of the foregoing Amendments to the Declaration of Condominium of Westchester Woods, a Condominium which Declaration is recorded in O.R. Book 670, at Page 633, at seq. of the Public Records of Charlotte County, Florida. Furthermore, the undersigned consents to the foregoing amendments to the said Declaration of Condominium and hereby waives notice of the subject matter of the amendment and of any meeting at which the said amendment was considered.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in his/her name on May 19th, 1982.

Witnesses:

[Signature]
[Signature]

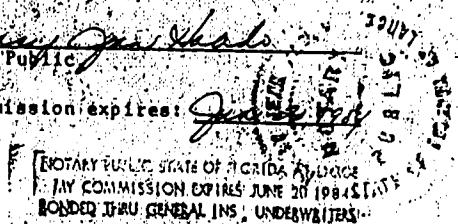
Kathleen Janet Ross
Kathleen Janet Ross

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing Consent and Joinder of Unit Owner was acknowledged before me this 19th day of May, 1982, by

[Signature]
Notary Public

My commission expires: [Signature]





NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 22 1984
NOTARIED THIS GENERAL THIS INSTRUMENTS

My commission expires June 22, 1984
Notary Public
[Signature]

and state the day and year last aforementioned.
WITNESS my signature and official seal in the above stated County
that on this 22nd day of December, 1977, before me personally appeared CLAUDE A. PAGE, President of AZIBO HOMES, INC., a Florida corporation, to me known to be the person who signed the foregoing Amendments to Declaration of Condominiums, such individual acknowledged the execution thereof to be his act and deed as such officer for the use and purposes therein mentioned and that he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

BY: *[Signature]*
Claude A. Page, President
AZIBO HOMES, INC., a Florida corporation

[Signature]
WITNESS my signature and official seal in the above stated County

that on this 22nd day of December, 1977, before me personally appeared CLAUDE A. PAGE, President of AZIBO HOMES, INC., a Florida corporation, to me known to be the person who signed the foregoing Amendments to Declaration of Condominiums, such individual acknowledged the execution thereof to be his act and deed as such officer for the use and purposes therein mentioned and that he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

OR 717 PG 220

DESCRIPTION, WESGHS DER WOODS, PHASE II

A portion of Section 26, Township 40, South, Range 22, East, Charlotte County, Florida, being more particularly described as follows:

Commencing at the northeast corner of said Section 26; thence S. 89° 49' 40" W. along the North line of said Section 26, a distance of 398.29 feet; thence S. 19° 02' 39" W. a distance of 398.29 feet, to the point of Beginning of this description; thence continue S. 1° 01' 19" W. a distance of 265.52 feet; thence N. 89° 46' 10" E. a distance of 295.77 feet; thence N. 1° 03' 39" E. a distance of 265.52 feet; thence S. 89° 47' 19" W. a distance of 295.77 feet, to the point of Beginning.

Said lands situated, lying and being in Charlotte County, Florida.

EXHIBIT '2'

1072

AMENDMENT TO
AMENDED DECLARATION OF CONDOMINIUM
OF
WESTCHESTER WOODS CONDOMINIUM

THE UNDERSIGNED officers of Westchester Woods Condominium Association, Inc., a Florida not-for-profit corporation, organized and existing to operate Westchester Woods Condominium, according to the Declaration of Condominium, as amended, hereby certify that the following amendment to the Declaration was approved by not less than two-thirds (2/3rds) of the Directors and not less than 51% of all unit owners, in person or by proxy, at a membership meeting held April 20, 1994. This amendment was proposed and adopted in accordance with the Condominium documentation, and applicable law.

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

Article 6 Section G page 10:

G. Liability for assessments - A unit owner shall be liable for all assessments coming due while he is the owner of a unit, and his grantees after a voluntary conveyance shall be jointly and severally liable for all unpaid assessments due and payable up to the time of such voluntary conveyance. Such liability may not be avoided by waiver of the use or enjoyment of any common elements, or by abandonment of the unit for which the assessments are made.

In the event assessments against a unit are delinquent, the Association shall have the right to deny the owner approval to rent their unit, unless the owner agrees that rents shall be paid to the Association until all delinquent assessments, interest thereon and any costs of collection are paid in full.

(The remainder of the Declaration is unchanged.)



Westchester Woods Condominium Association, Inc.
P.O. Box 758
Murdock, FL 33938

John F. Hughes

John F. Hughes, President

Heidi Letzelter

Heidi Letzelter, Secretary

BARBARA T. SCOTT
CLERK OF CIRCUIT COURT
CHARLOTTE COUNTY, FL

94 MAY -9 PM 12:39

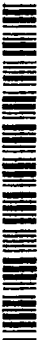
RECEIVED AT
BOOK BRANCH

Recording \$ 6.00
Record Verified: RUTH MCCURRY, D.C.

File: 293435 OR BOOK/PAGE: 1342/1280

Recorded: 05/10/94 08:23 A.M.

Barbara T. Scott, Clerk of the Circuit Court - Charlotte County



IMAGED
 CA

The undersigned officers of Westchester Woods Condominium Association, Inc., a Florida not-for-profit corporation organized and existing to operate and maintain Westchester Woods, a Condominium, according to the Declaration of Condominium thereof, as recorded in O.R. Book 670, Page 633, et seq., Public Records of Charlotte County, Florida, as amended, hereby certify that the following amendment to the Declaration of Condominium was approved by not less than two-thirds (2/3rds) of the Board of Directors of the Association at a Board meeting held on the 16th day of March, 1994, by not less than fifty-one (51%) percent of the members of the Association at a membership meeting held April 20, 1994. The undersigned further certify that the amendment was proposed and adopted in accordance with the condominium documentation, and applicable law.

This instrument shall correct that certain amendment recorded in O.R. Book 1342, Page 1280, Public Records of Charlotte County, Florida, which contains several technical deficiencies and shall be deemed to be replaced in its entirety by this Corrective Certificate.

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

6. ASSESSMENTS - The assessments against the unit owners shall be made or approved by the Board of Directors of the Association and paid by the unit owners to Association in accordance with the following provisions:

G. Liability for assessments - A unit owner shall be liable for all assessments coming due while he is the owner of a unit, and his grantees after a voluntary conveyance shall be jointly and severally liable for all unpaid assessments due and payable up to the time of such voluntary conveyance. Such liability may not be avoided by waiver of the use or enjoyment of any common elements, or by abandonment of the unit for which the assessments are made.

In the event assessments against a unit are delinquent, the Association shall have the right to deny the owner approval to rent their unit, unless the owner agrees that rents shall be paid to the Association until all delinquent assessments, interest thereon and any costs of collection are paid in full.

(The remainder of the Declaration is unchanged.)

IN WITNESS WHEREOF, the Association has caused this instrument to be executed by its authorized officers this 16th day of August, 1994, at Charlotte County, Florida.

WITNESSES:

WESTCHESTER WOODS
 CONDOMINIUM ASSOCIATION, INC.

BY: John Hughes
 JOHN HUGHES, PRESIDENT

BY: Heidi K. Letzelter
 SECRETARY

Deborah A. King
 Signature
Deborah A. King
 Printed name

Daniel W. Pantera
 Signature
DANIEL W. PANTERA
 Printed name

STATE OF FLORIDA
 COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 8th day of August, 1994 by JOHN HUGHES, as President and Heidi K. Letzelter, as Secretary of Westchester Woods Condominium Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification. If no type of identification is indicated, the above-named persons are personally known to me.

Elleen Ingels
 Notary Public
 Printed Name _____
 State of Florida
 My commission expires: _____

OFFICIAL NOTARY SEAL
 ELLEEN INGELS
 NOTARY PUBLIC STATE OF FLORIDA
 COMMISSION NO. CC297100
 MY COMMISSION EXP. JULY 31, 1997

File: 310164 OR BOOK/PAGE: 1358 / 1787
 Recorded: 08/11/94 04:09 P.M.
 Clerk of the Circuit Court - Charlotte County
 Record Verified: CAROLINE MORGAN, D.C.
 Recording \$ 5.00