

or the Architectural Control Board, such consent, approval or action may be withheld in the sole and unfettered discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed by the Developer or its affiliates or the Association shall be deemed so completed or substantially completed when such matters have been completed or substantially completed in the reasonable opinion of the Developer or Association, as appropriate. This Declaration shall be interpreted by the Board of Directors and an opinion of counsel to the Association rendered in good faith that a particular interpretation is not unreasonable shall establish the validity of such interpretation.

Notwithstanding anything in this Declaration to the contrary, the following actions shall require the assent of two-thirds (2/3rds) of the votes of each class of Members of the Association: the mortgaging, conveyance (other than to the Association by the Developer) or dedication of the Common Areas of the annexation, merger, consolidation or dissolution of the Association. Further, so long as the Class B Membership in the Association exists and the Veterans Administration or Federal Housing Administration owns or guarantees a mortgage on a Lot or owns a Lot, any of such actions shall also be approved thereby in order to be valid.

Section 9. Easements. Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement and the Unit Owners designate hereby the Developer and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

Section 10. CPI. Whenever specific dollar amounts are mentioned in this Declaration (or in the Articles or By-Laws or rules and regulations), unless limited or prohibited by law, such amounts will be increased from time to time by application of a nationally recognized consumer price index chosen by the Board, using the date this Declaration is recorded as the base year. In the event no such consumer price index is available, the Board shall choose a reasonable alternative to compute such increases.

Section 11. Notices and Disclaimers as to Telecommunications Systems. Developer, Declarant, the Foundation or the Association, or their successors, assigns or franchisees and any applicable cable telecommunications system operator (an "Operator"), may enter into contracts for the provision of security services through any Community Systems. DEVELOPER, DECLARANT, THE FOUNDATION, THE ASSOCIATION AND THEIR FRANCHISEES, AND ANY OPERATOR, DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH SECURITY SYSTEM OR SERVICES, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR SAME; AND EVERY OWNER OR OCCUPANT OF PROPERTY SERVICED BY SUCH SYSTEMS ACKNOWLEDGES THAT DEVELOPER, THE FOUNDATION, THE ASSOCIATION OR ANY SUCCESSOR, ASSIGNEE OR FRANCHISEE OF THE DEVELOPER OR ANY OF THE OTHER AFORESAID ENTITIES AND ANY OPERATOR, ARE NOT INSURERS OF THE OWNER OR OCCUPANT'S PROPERTY OR OF THE PROPERTY OF OTHERS LOCATED ON THE PREMISES AND WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the part of a security service provider to perform any of its obligations with respect to security services and, therefore, every owner or occupant of property receiving security services through the Community Systems agrees that Developer, the Declarant, the Foundation, the Association or any successor, assign or franchisee thereof and any Operator assumes no liability for loss or damage to property or for personal injury or death to persons due to any reason, including, without limitation, failure in transmission of an alarm, interruption of security service or failure to respond to an alarm because of (a) any failure of the Owner's security system, (b) any defective or damaged equipment, device, line or circuit, (c) negligence, active or otherwise, of the security service provider or its officers, agents or employees, or (d) fire, flood, riot, war, act of God or other similar causes which are beyond the control of the security service provider. Every owner or occupant of property obtaining security services through the Telecommunications Systems further agrees for himself, his grantees, tenants, guests, invitees, licensees, and family members that if any loss or damage should result from a failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or servicing of the system, or from negligence, active or otherwise, of the security service provider or its officers, agents, or employees, the liability, if any, of Developer, the Declarant, the Foundation, the Association, any franchisee of the foregoing and the Operator or their successors or assigns, for loss, damage, injury or death sustained shall be limited to a sum not exceeding Two Hundred Fifty and No/100 (\$250.00) U.S. Dollars, which limitation shall apply irrespective of the cause or origin of the loss or damage and notwithstanding that the loss or damage results directly or indirectly from negligent performance, active or otherwise, or non-

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performance by an officer, agent or employee of Developer, the Declarant, the Foundation, the Association or any franchisee, successor or assign of any of same or any Operator. Further, in no event will Developer, the Declarant, the Foundation, the Association, any Operator or any of their franchisees, successors or assigns, be liable for consequential damages, wrongful death, personal injury or commercial loss.

In recognition of the fact that interruptions in cable television and other Telecommunications Systems services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of any Community System shall be entitled to any refund, rebate, discount or offset in applicable fees, for any interruption in applicable services, regardless of whether or not same is caused by reasons within the control of the then-provider(s) of such services.

Section 12. Blasting and Other Activities. ALL OWNERS, OCCUPANTS AND USERS OF THE PROPERTIES ARE HEREBY PLACED ON NOTICE THAT DEVELOPER, DECLARANT AND/OR THEIR AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES WILL BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE PROPERTIES AND/OR WINSTON TRAILS. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE PROPERTIES, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO WINSTON TRAILS WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DEVELOPER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE BUT, RATHER, SHALL BE HELD HARMLESS, FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, (iv) ANY PURCHASE OR USE OF ANY PORTION OF WINSTON TRAILS HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (v) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DEVELOPER AND/OR THE DECLARANT TO SELL, CONVEY, LEASE AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF WINSTON TRAILS.

Section 13. Notices and Disclaimers as to Water Bodies. NEITHER DEVELOPER, THE DECLARANT, THE FOUNDATION, THE ASSOCIATION NOR ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY WITHIN WINSTON TRAILS, EXCEPT (i)

AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY OR (ii) TO THE EXTENT THAT ARTICLE VII, SECTIONS 13 AND 19 HEREOF WOULD OTHERWISE APPLY, IF AT ALL. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF WINSTON TRAILS LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY HABITAT OR ENTER INTO WATER BODIES WITHIN WINSTON TRAILS AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT OR INSURE AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

Section 14. Certain Reserved Rights of Developer with Respect to Community Systems. Without limiting the generality of any other applicable provisions of this Declaration, and without such provisions limiting the generality hereof, Developer hereby reserves and retains to itself:

(a) the title to any Community Systems and a perpetual easement for the placement and location thereof;

(b) the right to connect, from time to time, the Community Systems to such receiving or intermediary transmission source(s) as Developer may in its sole discretion deem appropriate including, without limitation, companies licensed to provide CATV service in Palm Beach County, Florida, for which service Developer shall have the right to charge any users a reasonable fee (which shall not exceed any maximum allowable charge provided for in the Code of Laws and Ordinances of Palm Beach County); and

(c) the right to offer from time to time security services through the Community Systems.

Section 15. Exculpation of Association. Neither the Association nor any officer, director, employee or agent (including management company) thereof shall be liable for any damage to property, personal injury or death arising from or connected with any act or omission of any of the foregoing during the course of performing any duty or exercising any right or privilege (including, without limitation, performing maintenance work which is the duty of the Association or exercising any remedial maintenance or alteration rights under this Declaration) required or authorized to be done by the Association, or any of the other aforesaid parties, under this Declaration or otherwise as required or permitted by law. The foregoing shall also apply to the

Foundation and its respective officers, directors, employees and agents (including management companies).

Section 16. Covenants Running With The Land. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING AND WITHOUT LIMITING THE GENERALITY (AND SUBJECT TO THE LIMITATIONS) OF SECTION 1 HEREOF, IT IS THE INTENTION OF ALL PARTIES AFFECTED HEREBY (AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS) THAT THESE COVENANTS AND RESTRICTIONS SHALL RUN WITH THE LAND AND WITH TITLE TO THE PROPERTIES. WITHOUT LIMITING THE GENERALITY OF SECTION 4 HEREOF, IF ANY PROVISION OR APPLICATION OF THIS DECLARATION WOULD PREVENT THIS DECLARATION FROM RUNNING WITH THE LAND AS AFORESAID, SUCH PROVISION AND/OR APPLICATION SHALL BE JUDICIALLY MODIFIED, IF AT ALL POSSIBLE, TO COME AS CLOSE AS POSSIBLE TO THE INTENT OF SUCH PROVISION OR APPLICATION AND THEN BE ENFORCED IN A MANNER WHICH WILL ALLOW THESE COVENANTS AND RESTRICTIONS TO SO RUN WITH THE LAND; BUT IF SUCH PROVISION AND/OR APPLICATION CANNOT BE SO MODIFIED, SUCH PROVISION AND/OR APPLICATION SHALL BE UNENFORCEABLE AND CONSIDERED NULL AND VOID IN ORDER THAT THE PARAMOUNT GOAL OF THE PARTIES (THAT THESE COVENANTS AND RESTRICTIONS RUN WITH THE LAND AS AFORESAID) BE ACHIEVED.

Section 17. Modification of Project. Developer reserves the absolute right at any time and from time to time to modify the Project for all or any portion of the Property, and in connection therewith to develop residences upon the Property which are substantially different from the planned residences for the Property from time to time, and in the event Developer changes the type, size, or nature of the residences or other Improvements to be constructed upon the Property, Developer shall have no liability thereafter to any Owner. In addition, Developer makes no representations or warranties as to the manner in which any other property outside of the Property will be developed, and shall have no liability to any Owner as regards the development of any other property in or around the Property.

Section 18. Master Association's and Declarant's Joinder. The joinder in this Declaration by the Master Association and the Declarant shall not be deemed to require any further joinder and/or approval of any modification, amendment or supplement hereto, unless and to the extent such joinder(s) and/or approval(s) are otherwise required.

Section 19. Declarant Exculpation. It is expressly understood and agreed by any party dealing with this Declaration or the subject matter hereof, that notwithstanding anything said in, or done in connection with, this Declaration to the contrary, the party executing this instrument as Declarant is doing so solely in his capacity as trustee as so indicated and not personally or individually in any manner whatsoever. Accordingly, no personal liability is assumed by or is to be asserted against such signatory in any manner, or for any reason, whatsoever.

ARTICLE XIV

DISCLAIMER OF LIABILITY OF ASSOCIATION

NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BY-LAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTIES INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(a) IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTIES HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTIES AND THE VALUE THEREOF;

(b) THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, PALM BEACH COUNTY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND

(c) ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS LOT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE PROPERTIES (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE BOUND BY THIS ARTICLE AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS ARTICLE.

Copyright

AS USED IN THIS ARTICLE, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF THE DEVELOPER, THE DECLARANT, AND THE FOUNDATION WHICH SHALL BE FULLY PROTECTED HEREBY.

EXECUTED as of the date first above written.

Signed, sealed and delivered in the presence of:

Patricia Thomas
(SIGNATURE)
PATRICIA THOMAS
(PRINT NAME)

WESTBROOKE AT WINSTON TRAILS, INC., a Florida corporation,

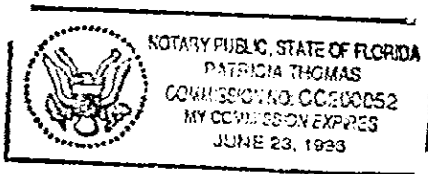
Neeta K. Kishore
(SIGNATURE)
NEETA KISHORE
(PRINT NAME)

By: James Carr, President

STATE OF FLORIDA
COUNTY OF DADE

BEFORE ME, the undersigned authority, personally appeared this day JAMES CARR, the President of WESTBROOKE AT WINSTON TRAILS, INC., a Florida corporation, and he acknowledged to and before me that he executed the same under the seal of the corporation and as the act and deed of said corporation. He is personally known to me.

WITNESS my hand and seal in the County and State last aforesaid this 7th day of July, 1995.



Patricia Thomas
(Signature of Notary Public)

Joined by Declarant

(SIGNATURE)

(PRINT NAME)

Marvin L. Deallen
(SIGNATURE)
MARVIN L. DEALLEN
(PRINT NAME)

Joshua A. Muss
JOSHUA A. MUSS, as Trustee under
Land Trust Agreement dated March
8, 1989

STATE OF ~~FLORIDA~~ ^{VIRGINIA})
 ~~FLORIDA~~ ^{FAIRFAX}) SS:
COUNTY OF ~~PALM BEACH~~)

BEFORE ME, the undersigned authority, personally appeared this day JOSHUA A. MUSS, as Trustee under Land Trust Agreement dated March 8, 1989. He is personally known to me.

WITNESS my hand and seal in the County and State last aforesaid this 5TH day of APRIL, 19956

[Handwritten Signature]

(Signature of Notary Public)

MARVIN L. DENNETT
COMM. EXP. MAY 31, 1996

908G-2.CDR

This is Not a Certified Copy

SCHEDULE A

TO
NEIGHBORHOOD COVENANTS

RULES AND REGULATIONS

1. The Common Areas and facilities, if any, shall not be obstructed nor used for any purpose other than the purposes intended therefor. No carts, bicycles, carriages, chairs, tables or any other similar objects shall be stored thereon.

2. The personal property of Owners must be stored in their respective Units or in outside storage areas (if any are provided by Developer or approved by the Architectural Control Board).

3. No garbage cans, supplies, milk bottles or other articles shall be placed on the exterior portions of any Unit or Lot and no linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, shall be hung from or on the Unit, the Lot or any of the windows, doors, fences, balconies, patios or other portions of the Unit or Lot, except as provided in the Declaration with respect to refuse containers.

4. Employees of the Association are not to be sent out by Owners for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.

5. No motor vehicle which cannot operate on its own power shall remain on The Properties for more than twenty-four (24) hours, and no repair of such vehicles shall be made thereon. No portion of the Common Areas may be used for parking purposes, except those portions specifically designed and intended therefor.

Areas designated for guest parking shall be used only for this purpose and neither Owners nor occupants of Units shall be permitted to use these areas.

Vehicles which are in violation of these rules and regulations shall be subject to being towed by the Association as provided in the Declaration, subject to applicable laws and ordinances.

6. No Owner shall make or permit any disturbing noises in the Unit or on the Lot by himself or his family, servants, employees, agents, visitors or licensees, nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of other Owners. No Owner shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier or any other sound equipment in his Unit or on his Lot in such a manner as to disturb or annoy other residents (applying reasonable standards). No Owner shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.

7. No electronic equipment may be permitted in or on any Unit or Lot which interferes with the television or radio reception of another Unit.

8. No awning, canopy, shutter, enclosure or other projection shall be attached to or placed upon the outside walls or roof of the Unit or on the Lot, except as approved by the Architectural Control Board.

9. No Owner may alter in any way any portion of the Common Areas, including, but not limited to, landscaping, without obtaining the prior written consent of the Architectural Control Board.

This is

10. No vegetable gardens shall be permitted except in fully enclosed patio areas.

11. No commercial use shall be permitted in the Development even if such use would be permitted under applicable zoning ordinances.

12. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit, on a Lot or on the Common Areas, except as to gas cylinders permitted under the Declaration.

13. An Owner who plans to be absent during the hurricane season must prepare his Unit and Lot prior to his departure by designating a responsible firm or individual to care for his Unit and Lot should the Unit suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Association.

14. An Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of his Unit without the prior written approval of the Architectural Control Board.

15. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within The Properties and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. Loud noises will not be tolerated. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing recreation facilities (if any).

16. Pets and other animals shall neither be kept nor maintained in or about The Properties except in accordance the Declaration and with the following:

No pet shall be permitted outside of its Owner's Unit unless attended by an adult or child of more than ten (10) years of age and on a leash of reasonable length. Said pets shall only be walked or taken upon the applicable Owner's Lot. In no event shall said pets ever be allowed to be walked or taken on or about any Common Areas.

17. No hunting or use of firearms shall be permitted anywhere in The Properties.

18. Every Owner and occupant shall comply with these rules and regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend rights to use of recreation facilities, if any, in the event of failure to so comply. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his tenants, family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation or By-Laws, as provided in the Declaration.

19. These rules and regulations shall not apply to the Developer, the Declarant, nor their affiliates, agents or employees and contractors (except in such contractors' capacity as Owners), nor property while owned by such parties. All of these rules and regulations shall apply, however, to all other Owners and occupants even if not specifically so stated in portions hereof. Further, these rules and regulations shall not apply to a Lot on which construction is taking place to the extent that they would

interfere with such construction. The Board of Directors shall be permitted (but not required) to grant relief to one or more Owners from specific rules and regulations upon written request therefor and good cause shown in the sole opinion of, and conditions on time limitations imposed by, the Board.

EXHIBIT "A"

ALL OF WINSTON TRAILS PARCEL TEN, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 76, Page 188; and more particularly described on the attached legal description prepared by Mock, Roos & Associates, Inc. (Drawing No. A-2907 consisting of three sheets).

This is not a certified copy

WINTMG07

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATE IN SECTION 2, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER "WINSTON TRAILS PARCEL NINE" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 71, PAGES 141 THROUGH 145 OF THE PUBLIC RECORDS OF SAID PALM BEACH COUNTY, FLORIDA, SAID POINT BEING ALONG A CURVE HAVING A RADIUS OF 1040.00 FEET FROM WHICH A RADIAL LINE BEARS NORTH 14° 43' 42" WEST; THENCE CONTINUING NORTHEASTERLY ALONG THE ARC OF SAID CURVE SUBTENDING A CENTRAL ANGLE OF 12° 57' 34", AN ARC DISTANCE OF 235.23 FEET TO A POINT ALONG A NON-TANGENT CURVE HAVING A RADIUS OF 300.00 FEET FROM WHICH A RADIAL LINE BEARS NORTH 72° 35' 08" EAST AND THE POINT OF BEGINNING,

FROM THE POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG SAID NON-TANGENT CURVE SUBTENDING A CENTRAL ANGLE OF 11° 13' 44" AN ARC DISTANCE OF 58.79 FEET TO A POINT OF REVERSE CURVATURE HAVING A RADIUS OF 650.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 83° 48' 51" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE SUBTENDING A CENTRAL ANGLE OF 31° 38' 33", AN ARC DISTANCE OF 358.97 FEET TO A POINT OF REVERSE CURVATURE HAVING A RADIUS OF 800.00 FEET FROM WHICH A RADIAL LINE BEARS NORTH 52° 10' 18" EAST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE SUBTENDING A CENTRAL ANGLE OF 25° 02' 39", AN ARC DISTANCE OF 349.68 FEET TO A POINT OF REVERSE CURVATURE HAVING A RADIUS OF 500.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 77° 12' 57" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE SUBTENDING A CENTRAL ANGLE OF 07° 30' 39", AN ARC DISTANCE OF 65.54 FEET; THENCE NORTH 20° 17' 42" WEST A DISTANCE OF 240.35 FEET; THENCE NORTH 15° 03' 10" WEST, A DISTANCE OF 119.69 FEET; THENCE NORTH 67° 26' 53" EAST, A DISTANCE OF 291.10 FEET TO A POINT ALONG A NON-TANGENT CURVE HAVING A RADIUS OF 415.00 FEET FROM WHICH A RADIAL LINE BEARS NORTH 09° 08' 47" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE SUBTENDING A CENTRAL ANGLE OF 35° 47' 43", AN ARC DISTANCE OF 259.27 FEET; THENCE NORTH 45° 03' 29" EAST, A DISTANCE OF 96.00 FEET TO THE BEGINNING OF A CURVE HAVING A RADIUS OF 200.00 FEET FROM WHICH A RADIAL LINE BEARS NORTH 44° 56' 31" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE SUBTENDING A CENTRAL ANGLE OF 39° 00' 15", AN ARC DISTANCE OF 136.15 FEET; THENCE NORTH 06° 03' 14" EAST, A DISTANCE OF 153.30 FEET TO A POINT ALONG A NON-TANGENT CURVE HAVING A RADIUS OF 40.00 FEET FROM WHICH A RADIAL LINE BEARS NORTH 16° 47' 07" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE SUBTENDING A CENTRAL ANGLE OF 57° 51' 53", AN ARC DISTANCE OF 40.40 FEET TO A POINT OF REVERSE CURVATURE HAVING A RADIUS OF 180.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 41° 04' 46" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE SUBTENDING A CENTRAL ANGLE OF 23° 36' 46", AN ARC DISTANCE OF 74.18 FEET; THENCE NORTH

NOT VALID WITHOUT ACCOMPANYING SKETCH.
SHEET 3 OF 3

Information shown hereon does not constitute, nor does it represent, a survey of the subject premises.

SHEET 1 OF 3
SECT. 2, T45S, R42E

REV:
FIELD: N/A
DRAWN: A. PIAZZA
APPROVED: <i>[Signature]</i>

MOCK, ROOS & ASSOCIATES, INC.
 ENGINEERS • SURVEYORS • PLANNERS
 5720 CORPORATE WAY
 WEST PALM BEACH, FLORIDA 33407
 Phone: 407 683-3113 Fax: 407 478-7248



PARCEL TEN
 WINSTON TRAILS P. U. D.
 SECT. 2, T45S, R42E
 Palm Beach County, Florida

SCALE: NONE
DATE: 09/21/94
P. A. NO. 94157.00
DR. NO. A-2907

WINTMG07

LEGAL DESCRIPTION (CONT'D)

72°32'00" EAST, A DISTANCE OF 33.60 FEET TO THE BEGINNING OF A CURVE HAVING A RADIUS OF 50.00 FEET FROM A RADIAL LINE BEARS NORTH 17°28'00" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE SUBTENDING A CENTRAL ANGLE OF 84°58'16" AN ARC DISTANCE OF 74.15 FEET; THENCE NORTH 77°33'44" EAST, A DISTANCE OF 12.00 FEET; THENCE SOUTH 12°26'16" EAST, A DISTANCE OF 113.80 FEET TO THE BEGINNING OF A CURVE HAVING A RADIUS OF 995.00 FEET FROM WHICH A RADIAL LINE BEARS NORTH 77°33'44" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE SUBTENDING A CENTRAL ANGLE OF 33°30'35", AN ARC DISTANCE OF 581.93 FEET; THENCE SOUTH 45°56'51" EAST, A DISTANCE OF 104.14 FEET; THENCE SOUTH 03°04'48" EAST, A DISTANCE OF 25.35 FEET TO A POINT ALONG A NON-TANGENT CURVE HAVING A RADIUS OF 1060.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 49°02'37" EAST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE SUBTENDING A CENTRAL ANGLE OF 17°31'01", AN ARC DISTANCE OF 324.07 FEET; THENCE SOUTH 23°18'22" WEST, A DISTANCE OF 323.79 FEET TO THE BEGINNING OF A CURVE HAVING A RADIUS OF 1040.00 FEET FROM WHICH A RADIAL LINE BEARS NORTH 66°33'38" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE SUBTENDING A CENTRAL ANGLE OF 38°52'22", AN ARC DISTANCE OF 705.60 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 24.026 ACRES OF LAND, MORE OR LESS.

BEARINGS SHOWN HEREON ARE BASED ON THE BEARING DATUM OF "WINSTON TRAILS PARCEL NINE" AS RECORDED IN PLAT BOOK 71 AT PAGES, 141-145 PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. THE SOUTHEAST LINE OF SAID PLAT, IS ASSUMED TO BEAR SOUTH 30-44-58 EAST.

PARCEL IS SUBJECT TO RIGHTS-OF-WAY, EASEMENTS AND/OR RESERVATIONS OF RECORD, IF ANY.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE LEGAL DESCRIPTION SHOWN HEREON AND THE SKETCH ATTACHED HERETO ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND ARE IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6.006 FLORIDA ADMINISTRATIVE CODE.

Maryanna Clodfelter
MARY MANNA CLODFELTER
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 4763

NOT VALID WITHOUT ACCOMPANYING SKETCH.
SHEET 3 OF 3

Information shown hereon does not constitute, nor does it represent, a survey of the subject premises.

SHEET 2 OF 3
SECT. 2: T45S, R42E

REV:	MOCK, ROOS & ASSOCIATES, INC. ENGINEERS • SURVEYORS • PLANNERS 5720 CORPORATE WAY WEST PALM BEACH, FLORIDA 33407 Phone: 407 683-3113 Fax: 407 478-7248	PARCEL TEN WINSTON TRAILS P. U. D. SECT. 2: T45S, R42E Palm Beach County, Florida	SCALE: NONE
FIELD: N/A			DATE: 09/21/94
DRAWN: A. PIAZZA			P. A. NO. 94157.00
APPROVED: <i>AKR</i>			DR. NO. A-2907

ORB 9333 Pg 1795

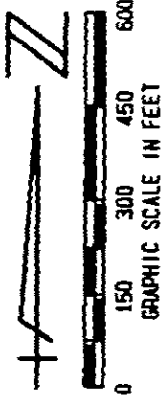
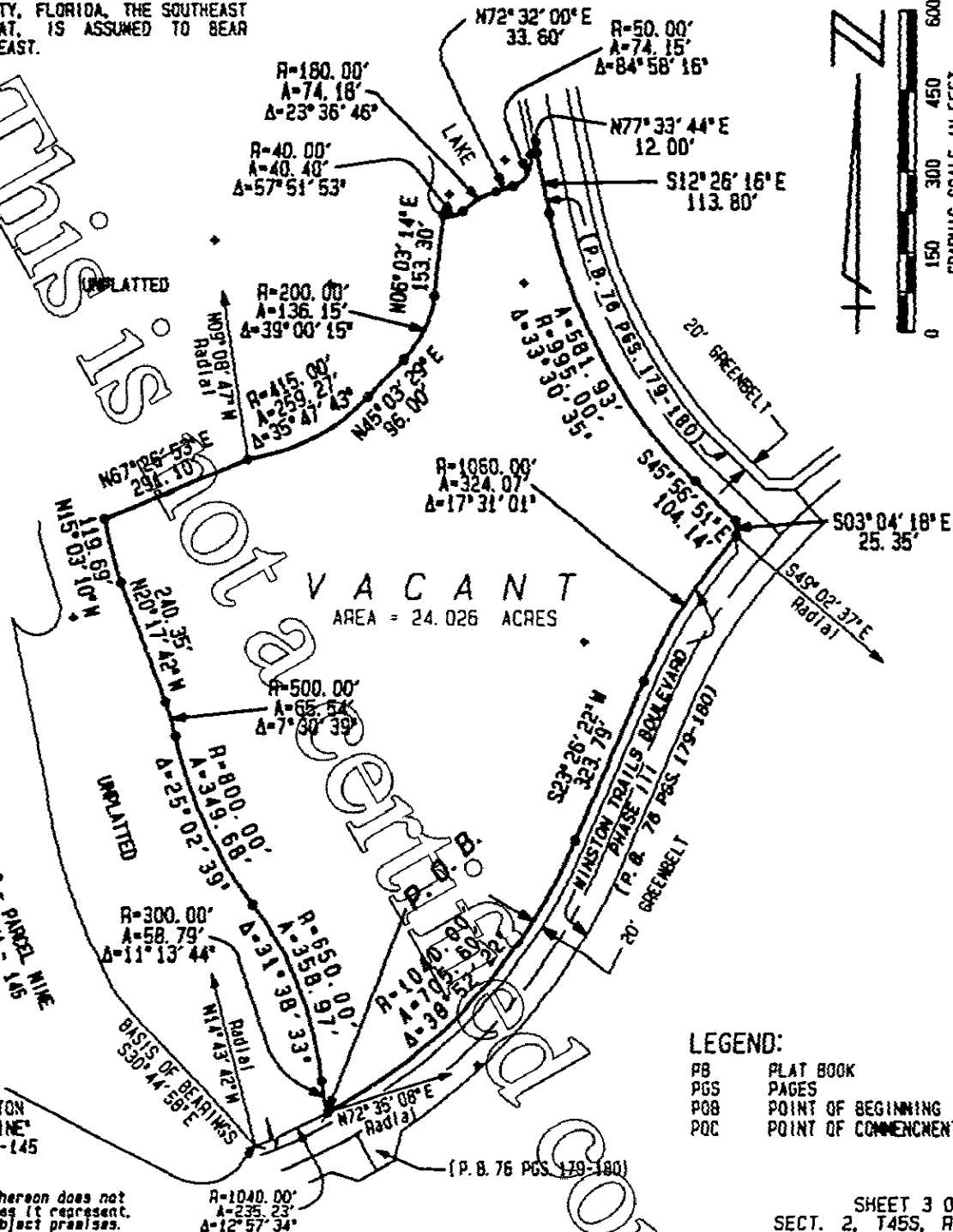
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

Tue Mar 12 07:34:49 1996 wint\wintak03

WINTNG07

BEARINGS SHOWN HEREON ARE BASED ON THE BEARING DATUM OF "WINSTON TRAILS PARCEL NINE" AS RECORDED IN PLAT BOOK 71 AT PAGES 141-145 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, THE SOUTHEAST LINE OF SAID PLAT, IS ASSUMED TO BEAR SOUTH 30-44-58 EAST.

This is a Court Order



VACANT
AREA = 24.026 ACRES

LEGEND:
PB PLAT BOOK
PGS PAGES
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

P. O. C.
SE CORNER "WINSTON TRAILS PARCEL NINE"
P. B. 71 PGS. 141-145

Information shown hereon does not constitute, nor does it represent, a survey of the subject premises.

SHEET 3 OF 3
SECT. 2, T45S, R42E

REV: 3-12-96
FIELD: N/A
DRAWN: A. PIAZZA
APPROVED: [Signature]

MOCK, ROOS & ASSOCIATES, INC.
ENGINEERS • SURVEYORS • PLANNERS
5720 CORPORATE WAY
WEST PALM BEACH, FLORIDA 33407
Phone: 407 683-3113 Fax: 407 478-7248



PARCEL TEN
WINSTON TRAILS P. U. D.
SECT. 2: T45S, R42E
Palm Beach County, Florida

SCALE: 1"=300'
DATE: 09/21/94
P. A. NO. 94157.00
DR. NO. A-2907