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ORB 8267 Pg 327

**A Single Family Community
Palm Beach County, Florida**

All properties described in Plat of Winston Trails Parcel Four, according to the plat thereof as recorded in the office of the Clerk of Circuit Court in and for Palm Beach County, Florida, in Plat Book 72, Pages 38 - 41, Inc.

hereby makes the following declaration of Protective Covenants, Conditions and Restrictions covering above described real property, specifying that this declaration shall constitute a covenant running with the land described in Schedule "A" above and that this Declaration shall be binding upon the undersigned and upon all persons deriving title through the undersigned, including all successors and assigns. These protective covenants, during their lifetime, shall be for the benefit of and limitation upon all present and future owners of the real property.

e) "Properties" shall mean and refer to the Properties as defined in the Neighborhood Covenants for Village on the Greens at Winston Trails Homeowners Association, Inc. (the "Covenants") described in the Articles of Incorporation of the Association.

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f) "Declarant Developer" shall mean Golfview Village at Winston Trails Limited Partnership, a Florida limited partnership, with its principal place of business being located in Palm Beach County, Florida, and shall include any successors and assigns of said entity.

g) "Unit/Lot/Parcel" shall be defined as all designated lots set forth on Plat of Winston Trails Parcel Four, as recorded in Plat Book 72, Pages 38-41, inc., Palm Beach County Public Records, and shall be consistent with terms of definition of "Member" hereinabove.

1. All the land described in Schedule "A" less all of the land shown thereon as being Single Family Homes and side and rear yards as applicable to models as built by Developer, shall be known as "Common Property". Such common property shall consist of front yards in front of fences as built by Developer, lake banks adjacent to lots within parcel four to the waters edge, the roadways, and all unimproved areas. This common property will be owned by VILLAGE ON THE GREENS AT WINSTON TRAILS HOMEOWNERS ASSOCIATION, INC., subject to the Rules and Regulations promulgated by the Association. Said conveyances shall include all water management tracts.

2. The undersigned is conveying to the Association certain items of personal property to be utilized in connection with furnishing utilities to the project to be known as limited common property. This limited common property shall consist of water and sewer lines going from the point of connection of same to each Single Family Home to the point of connection of same to the central water distribution and sewage collection lines of Palm Beach County, Florida. These items of personal property shall be administered by the Association for the benefit of the owners of the Single Family Homes. The expense of repair, replacement, cleaning and maintenance for these lines as well as any roadway, driveway, sidewalk or lawns directly over these lines for a particular Single Family Home shall be borne by the owners of the Single Family Home on those lots. If more than one homeowner is affected by the damage then the cost shall be borne equally by said owners of the Single Family Homes who are affected by the damage. Upon the expenditure of funds by the Association for any such purpose, such Single Family owner on the lot shall be assessed for his share in the expense. The assessment shall be due and payable thirty (30) days after filing and all sums unpaid after thirty (30) days shall bear interest at the rate of ten (10%) percent per annum from the date when due until paid. All payments upon account shall be first applied toward the interest and then to the assessment payment first due. The association shall have the right to file a lien against the property of the owner who shall fail to make his required assessment payments. The lien for unpaid assessment shall also secure costs and reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

3. Each owner at VILLAGE ON THE GREENS AT WINSTON TRAILS will own fee simple title to his Single Family Home.

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4. No Single Family Home owners shall in any way deface, change, or improve the exterior of his Single Family Home without prior written approval from the Association. Exterior walls, roof and the fencing on the rear and side yards around the Single Family Homes are to be maintained by each Single Family owner in a quality condition at all times as originally built by Developer. Failure to maintain the Single Family's Home in such manner will result in a thirty (30) day notice to the Single Family owner from the Association setting forth the items to be corrected. In the event the notice is not adhered to, the Association may contract to have such work performed and the Single Family owner will be charged for the invoices delivered by such contractors, together with any reasonable costs to the Association. The Association shall have the right to file a lien for non-payment of such charges in which event the Single Family owner shall be responsible for attorney's fees and costs. Each Single Family owner covenants and agrees that he will not decorate or alter the exterior or color of the exterior of the dwelling upon his property without the prior consent of the Association. If a Single Family owner shall desire to decorate the exterior in a color and finish other than that supplied by the builder at the time of construction of the Single Family Home, then written consent of the members of the Association shall be required prior to such change in decoration being effected. Nothing herein shall be construed to require a Single Family owner to obtain any approval in writing or otherwise for the painting of the interior of his Single Family Homes. Normal maintenance of the roof of the Single Family Home such as cleaning, recoating or repainting, shall be the responsibility of the Individual Single Family Homeowner. Each Single Family owner must maintain his own rear and side yard areas including lawn maintenance and sprinkler maintenance, etc. The expense of such maintenance shall be borne by the Single Family owner.

5. Each Single Family Homeowner will be responsible to maintain their own property and liability insurance at all times at their own expense from the date of closing. A copy of the policy or the binder will be furnished at closing. Each Single Family Homeowner is also responsible for their own contents insurance coverage as well as any addition or improvements made to the Single Family Home by the owner. Any Single Family owner failing to maintain insurance shall be assessed for the insurance replacement value, excluding foundation and excavation costs. The assessments for insurance shall be due and payable when billed which shall be sixty (60) days prior to the expiration date of the policy covering each Single Family Home at VILLAGE ON THE GREENS AT WINSTON TRAILS HOMEOWNERS ASSOCIATION, INC. Assessments and installments on such assessments paid on or before thirty (30) days after the date when due shall not bear interest, but all sums not paid on or before thirty (30) days after the date when due shall bear interest at the rate of ten (10%) percent per annum from the date when due until paid. All payments upon account shall be first applied to interest and then the assessment payment first due. The Association shall have the right to file a lien against the property of such owner who shall fail to make his required assessment payments. The lien for unpaid assessments shall also secure reasonable attorney's fees

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incurred by the Association incident to the collection of such assessment or enforcement of such lien. The Associations shall also purchase such insurance as may be necessary on the common property to protect the Association and the Single Family Homeowners. Such insurance will be handled in the same method as set forth above. In the event of any casualty loss, the Homeowners Association shall be the agent of all owners and shall adjust such loss on their behalf. All of the common areas and improvements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against the loss or damage by fire and other hazards covered by a standard extended coverage endorsement.

6. Each Single Family owner shall automatically become a member of VILLAGE ON THE GREENS AT WINSTON TRAILS HOMEOWNERS ASSOCIATION, INC. by virtue of acceptance of the deed of conveyance to his Single Family Home. As a member of the Association, said owner shall be governed by the Articles of Incorporation, By-Laws and Rules and Regulations of the Association. Conveyance of title or rentals by owners of any Single Family Home located within development shall be subject to prior approval of the Board of Directors of the Association, which approval shall not be unreasonably withheld.

7. The Association shall collect a monthly charge from each Single Family Homeowner. This charge shall be used to maintain the common property, and shall be defined as being "current expenses" within the terms of the By-Laws for VILLAGE ON THE GREENS AT WINSTON TRAILS HOMEOWNERS ASSOCIATION, INC. Current expenses shall include lawn and landscape maintenance and sprinkler maintenance in the front yard and common areas and other expenses incurred in the maintenance and operation of VILLAGE ON THE GREENS AT WINSTON TRAILS property. The charge shall be that which is set by the Association which may be modified from time to time in keeping with the necessary adjustments in the amount required to properly maintain and operate VILLAGE ON THE GREENS AT WINSTON TRAILS property. Each Single Family owner shall be responsible for paying his assessment charge on a current monthly basis. Failure to pay assessment shall result in the imposition of a lien upon his Single Family Home by the Association for such sum and in this event the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any repair or replacement of any portion of the common property, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a Members' meeting duly called for this purpose under the terms set forth in the By-Laws of VILLAGE ON THE GREENS AT WINSTON TRAILS HOMEOWNERS ASSOCIATION, INC. Said assessment shall include pro-rata share of Association insurance premium. Any monthly charge not paid within 10 days will carry a \$25.00 late charge. Any monthly charge not paid within thirty (30) days shall carry a \$100.00 charge to cover collection cost of filing a lien. Maintenance not paid within ten (10) days of filing lien will also carry attorney's fees and any other costs associated with the collection of said assessment.

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8. Each Single Family owner shall have perpetually the full and free right to use and enjoy all the common property owned by the Association. This shall include but not be limited to a right of ingress and egress over all the common property. This right of ingress and egress throughout the common property shall also extend to all invitees and guests of the Single Family owner. This use is, however, subject to the right of the individual Single Family owner to the exclusive use of his front and side yard and driveway in front of his home.

9. All mortgagors of Single Family Homes shall specifically have a complete right of access to all of the common property for the purpose of ingress and egress to any and all Single Family Homes upon which they have a mortgage loan.

10. When the mortgagee of a first mortgage of record or other purchaser of a Single Family Home obtains title to the dwelling as a result of foreclosure of the first mortgage, or by deed taken in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for any delinquent assessments due the Association pertaining to such Single Family Home or chargeable to the former Single Family Homeowner of such parcel which became due prior to acquisition of title as a result of the foreclosure or a deed taken in lieu of foreclosure until said Single Family Home is either sold or leased by the first mortgage holder. Such unpaid assessments shall be deemed to be a common assessment, collectible from all of the Single Family Homeowners including such acquirer, his successor or assigns.

11. Easements are specifically provided throughout the common property for any and all utility services that may be necessary to accommodate the completion of the improvements. Easements have been established in the master declaration of the WINSTON TRAILS FOUNDATION and the plat of WINSTON TRAILS PARCEL FOUR.

12. The undersigned shall retain control of the Association until all of the contemplated improvements have been completed and all sales have been closed or until such time as control of the Association shall be conveyed to the membership of the Association pursuant to the provisions of Section 2, Article III of the Articles of Incorporation of the Association, attached hereto.

13. Amendments to these restrictive covenants shall be implemented upon recommendation of the Board of Directors and approved by a majority of all Single Family Homeowners, together with consent from all mortgagees of any Single Family Home on the property. Any amendment which would affect the surface water management systems, including the water management portions of the common areas, must have the prior approval of the SOUTH FLORIDA WATER MANAGEMENT DISTRICT. Written joinder and consent from all mortgagees of any Single Family Home on the property shall be required. Further provided that no amendment shall affect in any way, the common area maintenance obligations of the VILLAGE ON THE GREENS AT WINSTON TRAILS HOMEOWNERS ASSOCIATION, INC.

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14. In no event shall any exterior radio or television antennas be permitted.

15. Any lien referred to in this Declaration shall not be effective unless and until same has been recorded in the Public Records of Palm Beach County, Florida.

16. In the event a Single Family Home is damaged, through an act of God or other casualty, that Single Family owner shall promptly cause his Single Family Home to be repaired and rebuilt substantially in accordance with the original architectural plans and specifications. It shall be the duty of the Association to enforce such repair on building on the Single Family Home to comply with this responsibility.

17. In the event of damage or destruction of the limited common property or common property by negligence or willful misconduct by a Single Family Homeowner that homeowners will be held responsible for all expenses incidental to the repair of said damage or destruction. The expenditure of funds by the Association for the purpose of repairing said damage will be assessed to the Single Family Homeowner for the cost of the repair as outlined in paragraph 2. Said repair will be done in a timely manner. All damages will be restored to their original condition. In the event repair or reconstruction shall be necessary, all necessary construction on the adjacent homeowners property shall not be deemed trespass so long as repair and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter on the adjacent homeowners property to affect necessary repairs and reconstruction.

18. So long as there shall be a mortgage or mortgages upon any of the parcels described in Schedule "A", this agreement shall not be modified, abandoned or extinguished without consent of such mortgagee, and acquisition of one Single Family Homeowner's property by any other owners shall not operate to render this agreement void, useless or extinguished, without the written approval of the holder of any then outstanding mortgage.

19. The responsibility for maintenance of commonly used areas within the development, consisting of roadways, drainage facilities, and limited parking areas shall rest with VILLAGE ON THE GREENS AT WINSTON TRAILS HOMEOWNERS ASSOCIATION, INC., with said areas to be deeded by Developer to Homeowners Association.

20. All homeowners of VILLAGE ON THE GREENS AT WINSTON TRAILS shall automatically become a member of the WINSTON TRAILS FOUNDATION, INC., by virtue of acceptance of the Deed of Conveyance to his Single Family Home. All Homeowners of VILLAGE ON THE GREENS AT WINSTON TRAILS shall take title subject to all of the provisions contained in the Declaration of Covenants and Restrictions for WINSTON TRAILS recorded July 30, 1993 in the Official Record Book 7820, Page 281 of the Public Records of Palm Beach County, and as may be amended from time to time.

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21. The Foundation has the right to assess members of VILLAGE ON THE GREENS AT WINSTON TRAILS HOMEOWNERS ASSOCIATION, INC., for the maintenance with respect to common areas owned by or required to be maintained by the Foundation; however, the same protective covenants contained hereinabove relative rights of mortgagees shall be applicable to any liens impressed by the Foundation.

22. VILLAGE ON THE GREENS AT WINSTON TRAILS HOMEOWNERS ASSOCIATION, INC., agrees to hold the Foundation exempt from any assessments which it may assess its Homeowners.

23. The Declarant of the WINSTON TRAILS FOUNDATION reserves the right to assign its rights as Declarant to a third party without the consent of the Homeowners of VILLAGE ON THE GREENS AT WINSTON TRAILS.

24. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded after which time they shall be extended automatically for successive period of ten (10) years, unless an instrument by a majority of the owner of the Single Family Home and their mortgagees has been recorded agreeing to change the covenants in whole or in part, except as otherwise provided in Paragraph 11 above, to-wit, obligation for maintenance of all roadways, easements, and water management areas shall remain with individual Single Family Homeowners within plat of WINSTON TRAILS PARCEL FOUR.

25. Enforcement shall be by action against any person or persons violating or attempting to violate and covenants, either restraint violation or to recover damages. The party bringing the action shall be entitled to recover in addition to costs and disbursements allowed by law, such sums as the Court may adjudge to be reasonable for the services of his attorney. Invalidation of any one of these covenants by judgment or Court Order shall in now way affect any of the other provisions which shall remain in full force and affect. No portion of the plat of WINSTON TRAILS PARCEL FOUR containing exterior open space may be vacated, if, as a result of said vacation, the minimum open space required for the VILLAGE ON THE GREENS AT WINSTON TRAILS development as a whole would be violated.

26. Dissolution: Any owner may petition the Circuit Court for the appointment of a Receiver to manage the affairs of the Association in the event of dissolution of the Association.

27. Attached hereto and made a part hereof as Exhibits "B" and "C", are copies of Articles of Incorporation and By-Laws, respectively, for VILLAGE ON THE GREENS AT WINSTON TRAILS HOMEOWNERS ASSOCIATION, INC.

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 18 day of MAY, 1994.

GOLFVIEW VILLAGE AT WINSTON TRAILS, LTD.
a Florida Limited Partnership

By: F.G.J. DEVELOPMENT CORP., a
Florida Corporation

General Partner

By: [Signature]
Felix Granados, Jr., Pres.

(Corp. Seal)

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 18th day of May, 1994 by Felix Granados, Jr., as President of F.G.J. Development Corp., a Florida corporation, as General Partner of GOLFVIEW VILLAGE AT WINSTON TRAILS, LTD., a Florida limited partnership, on behalf of the partnership. He personally appeared before me, / is personally known to me or / produced Florida driver's license as identification.

(NOTARY SEAL)

Notary: [Signature]
Print Name: JOAN V. DALIE
Notary Public/ State of FLORIDA
My commission expires:



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This is

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CONSENT OF OWNER

JOSHUA A. MUSS, AS TRUSTEE, UNDER LAND TRUST AGREEMENT DATED MARCH 8, 1989, being the owner of the property described in Schedule A does hereby consent to the execution and recording of the Declaration of Covenants, Conditions and Restrictions for Village on the Greens at Winston Trails to which this Consent is attached.

IN WITNESS WHEREOF, this Consent is executed this 17 day of May, 1994.

Signed, sealed and delivered in the presence of:

Elena Brigham
Print name: Elena Brigham

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

Darby Doe
Print name: Darby Doe

STATE OF VA)
COUNTY OF Fairfax)

SS:

The foregoing instrument was acknowledged before me this 17 day of May, 1994 by Joshua A. Muss, as Trustee under Land Trust Agreement dated March 8, 1989. He personally appeared before me, /X is personally known to me or / produced _____ as identification.

[NOTARIAL SEAL]

Notary: Darby Doe
Print Name: Darby Doe
Notary Public, State of VA
My commission expires 11/30/97

**RULES AND REGULATIONS FOR
VILLAGE ON THE GREENS AT WINSTON TRAILS**

1. No Owner or Lessee shall create or permit any disturbance that will interfere with the rights, comforts or conveniences of others.
2. Offensive pets may be removed by the Association after notice to the Owner, with the prevailing party being entitled to recover the cost of proceedings and reasonable attorney fees. Pets shall be restricted to no more than two pets per dwelling. A pet shall mean a dog or cat. Pets shall be on a leash at all times when not confined within the Owner's Single Family Home or courtyard. Dogs shall not be walked on grass other than immediately surrounding Owner's courtyard.
3. Trash will be placed in solid containers approved by the waste removal company. For sanitary purposes, all trash, except newspapers, shall be in a plastic bag and tied securely before being placed in trash receptacles or waste company vehicles. Containers may be placed outside of the home on the days of trash pick up and must be removed the same day.
4. Barbecue cookers shall be used in backyards only and must be stored out of sight.
5. Clothes or similar articles may be hung outdoors within fenced yards, but must be below the fence level and not visible from the street or golf course.
6. Bicycles, toys or clutter shall not be left outside in front yards and side yards. Bicycles, toys or clutter so left shall be impounded. Such articles must be stored within the Owner's Single Family Home.
7. There shall be no assembling or disassembling of motor vehicles except for ordinary maintenance or the changing of a tire, battery, etc.
8. Large trucks, boats, trailers, motor homes, buses and other such vehicles shall not be allowed to park overnight in the parking areas, except as allowed by the Association. All motor vehicles must be maintained as to not create an eyesore in the community. All trucks and commercial vehicles must be garaged when on the property. Any vehicles which do not fit in the garage shall be considered oversized and shall not be permitted.
9. Parking on the grass surrounding the Single Family Home will result in the vehicle being towed away at the Owner's expense.
10. In addition to the foregoing, all Owners and Lessees of dwellings in VILLAGE ON THE GREENS AT WINSTON TRAILS shall abide by

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the provisions of the Protective Covenants, Conditions and Restrictions for VILLAGE ON THE GREENS AT WINSTON TRAILS, and the Articles of Incorporation and By-Laws of VILLAGE ON THE GREENS AT WINSTON TRAILS HOMEOWNERS ASSOCIATION, INC.

11. No sale, conveyance, or lease of any unit located within the development shall be valid unless prior approval is obtained from the Board of Directors of VILLAGE ON THE GREENS AT WINSTON TRAILS HOMEOWNERS ASSOCIATION, INC., in writing.

12. No "FOR SALE" or real estate or other type of sign shall be visibly placed upon any unit property within the development other than promotional sign belonging to the Developer.

GOLFVIEW VILLAGE AT WINSTON TRAILS,
LTD., a Florida Limited Partnership

BY: F.G.J. DEVELOPMENT CORP. a
Florida corporation, General
Partner

By: _____

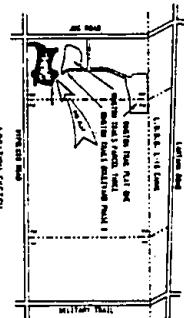
Felix Granados, Jr., Pres.

“WINSTON TRAILS PARCEL FOUR
OF 34.4 ACRE

PART OF A P.L.D.
LYING IN SECTION 3, TOWNSHIP 45 SOUTH, RANGE 42 EAST,
PALM BEACH COUNTY, FLORIDA.

SHEET 1 OF 4

22



DEDICATION AND RESERVATION

Land description:
A portion of the Southeast One-quarter (1/4) of Section 1, Township 3 North, Range 2 East, 7th Meridian County, Colorado, more particularly described as follows:



DATE: 11/10/2005

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ACKNOWLEDGEMENT

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[illegible]

Deirdre Bell

COUNTY CLERK
THIS DEED IS RETURNED APPROX THE SECOND THIS LAST OF MARCH - 1986

Dorothy I. Little

COAST COUNTY REGISTER
RECEIVED MAR 10 1986

COAST COUNTY CLERK
COUNTY CLERK



PART OF A P.U.D.
LYING IN SECTION 3, TOWNSHIP 45 SOUTH, RANGE 42 EAST,
PALM BEACH COUNTY, FLORIDA.

SHEET 2 OF 4

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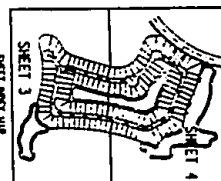
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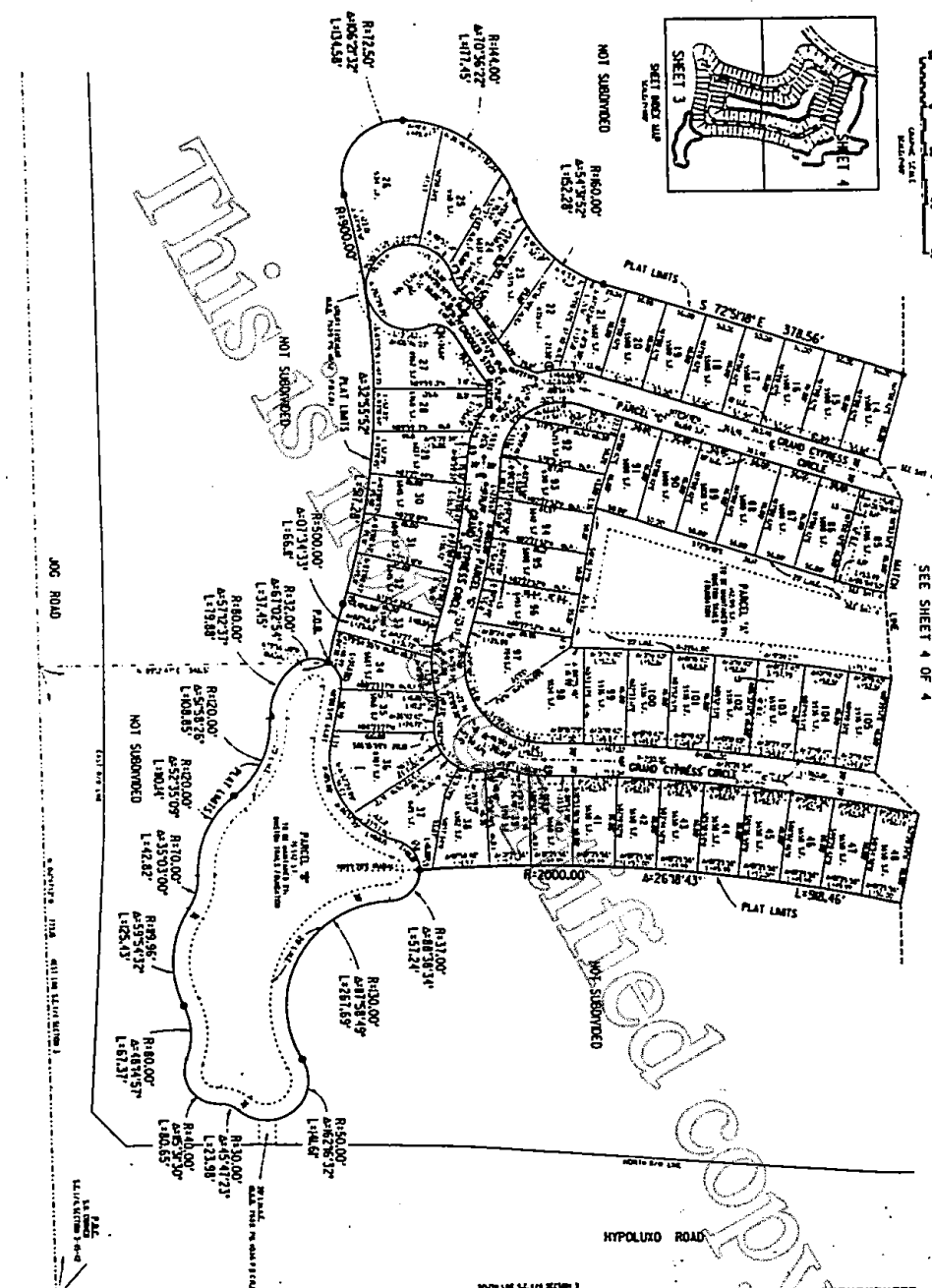
PART OF A P.U.D.
LYING IN SECTION 3, TOWNSHIP 45 SOUTH, RANGE 42 EAST,
PALM BEACH COUNTY, FLORIDA.

SHEET 3 OF 4

40



DR. ARTHUR H. SCHULTZ, P.E.
 RUTH AND SCHULTZ, P.A.
 ENGINEERS - PLANNERS - SURVEYORS
 1400 NORTH CENTER AVENUE
 (FBI BUILDING), FORT WORTH, TEXAS 76102
 1981 770-350-
 DR. ARTHUR H. SCHULTZ, P.E.
 1981 770-350-

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NOTICE
THERE MAY BE ADDITIONAL REGISTRATIONS
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THAT MAY BE FOUND IN THE PUBLIC
RECORDS OF THIS COUNTY.

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

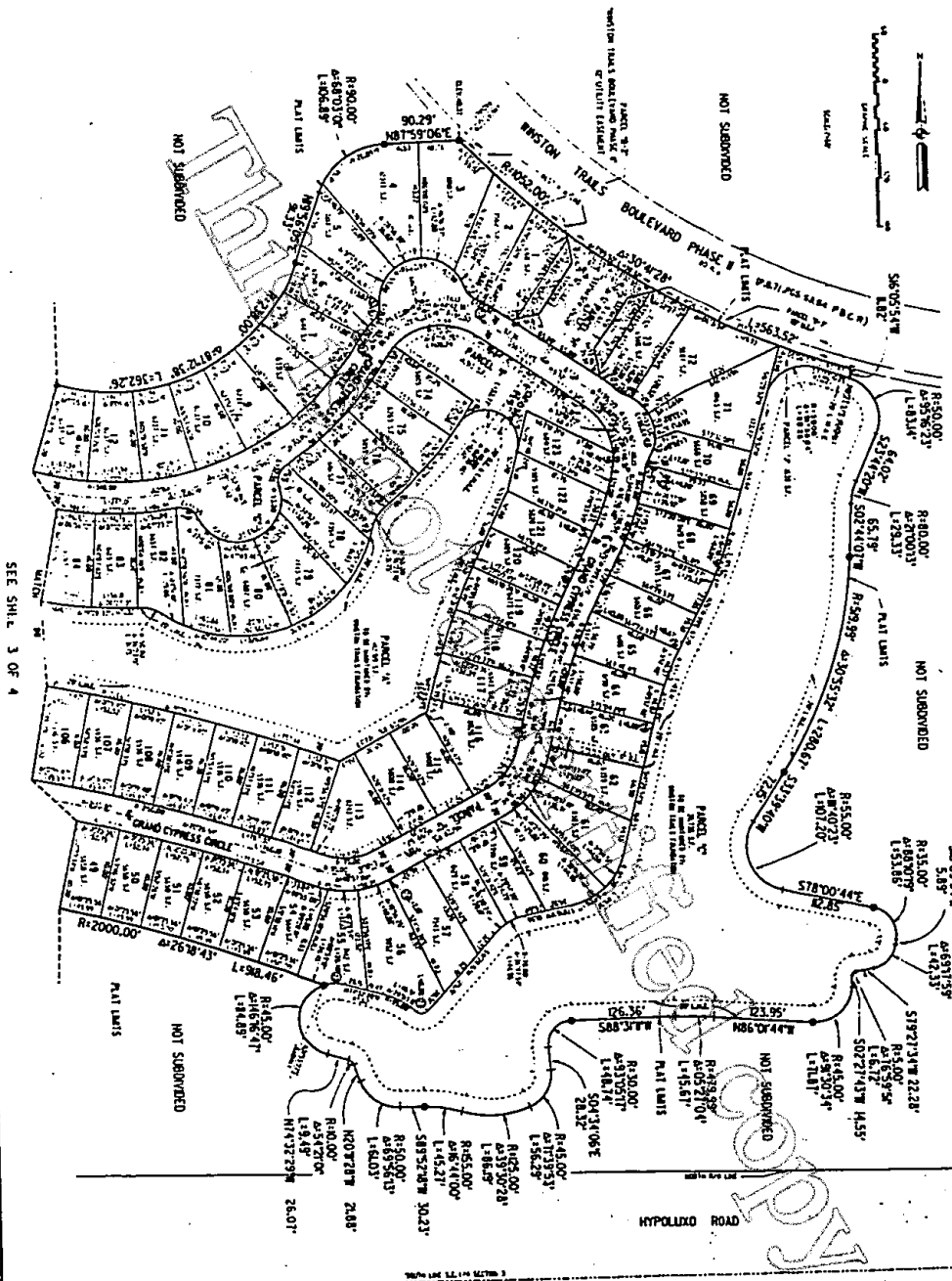
AS PREPARED BY THE OFFICE OF
EDITH AND SCHULZ, P.A.
ENGINEERS - PLANNERS - SURVEYORS
1001 N. W. 10th Ave.
Fort Lauderdale, Florida 33309
Tel. 561-771-1100

WINSTON TRAILS PARCEL FOUR

PART OF A P.L.D.
LYING IN SECTION 3, TOWNSHIP 45 SOUTH, RANGE 42 EAST,
PALM BEACH COUNTY, FLORIDA.

SHEET 4 OF 4

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SEE SHEET 3 OF 4

NOTICE
THIS MAP IS A PRELIMINARY DISTINGUISHMENT
AND IS NOT TO BE USED FOR ANY PURPOSE
OTHER THAN THAT FOR WHICH IT WAS
PREPARED BY THE ENGINEER.

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State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of VILLAGE ON THE GREENS AT WINSTON TRAILS HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on February 2, 1994, as shown by the records of this office.

The document number of this corporation is NS4000000518.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Second day of February, 1994



CR2EO22 (2-91)

Jim Smith

Jim Smith
Secretary of State

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

ORB 8267 Pg 343

**ARTICLES OF INCORPORATION
OF**

**VILLAGE ON THE GREENS
AT WINSTON TRAILS
HOMEOWNERS ASSOCIATION, INC.**

The undersigned incorporator, desiring to form a corporation not for profit under Chapter 617, Florida Statutes, as amended, hereby adopts the following Articles of Incorporation:

ARTICLE I

NAME

The name of the corporation shall be the Village on the Greens at Winston Trails Homeowners Association, Inc., which is hereinafter referred to as "the Association". The principal office address of the corporation shall be 8000 Ironhorse Boulevard, West Palm Beach, Fl 33412

ARTICLE II

PURPOSES AND POWERS

The objects and purposes of the Association are those objects and purposes as are authorized by the Neighborhood Covenants for WINSTON TRAILS PARCEL FOUR recorded (or to be recorded) in the Public Records of Palm Beach County, Florida, as hereafter amended and/or supplemented from time to time (the "Covenants"). The further objects and purposes of the Association are to preserve the values and amenities in the Properties and to maintain the Common Areas as defined in the Covenants for the benefit of the Members of the Association.

The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any Member or individual person, firm or corporation.

The Association shall have the power to contract for the management of the Association and to delegate to the party with whom such contract has been entered into (which may be an affiliate of the Developer) the powers and duties of the Association, except those which require specific approval of the Board of Directors or Members.

The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles and the Covenants above identified. The Association shall also have all of the powers necessary to implement the purposes of the Association as set forth in the Covenants and to provide for the general health and welfare of its membership.

Definitions set forth in the Covenants are incorporated herein by this reference.

ARTICLE III

MEMBERS

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot shall be a Member of the Association, provided that any such person or

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entity who holds such interest merely as security for the performance of an obligation shall not be a Member.

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

Class A. Class A Members shall be all those Owners as defined in Section 1 with the exception of the Developer (as long as the Class B Membership shall exist, and thereafter, the Developer shall be a Class A Member to the extent it would otherwise qualify). Except as provided below, Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but, subject only as provided in the following sentence, in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to one (1) vote, plus two (2) votes for each vote which the Class A Members are entitled to cast in the aggregate from time to time. The Class B Membership shall cease and convert to a Class A Membership when seventy-five percent (75%) of the Lots within The Properties have been sold and conveyed by Developer (or its affiliates), or any time prior thereto at the election of the Developer (whereupon the Class A Members shall be obligated to elect the Board and assume control of the Association).

Section 3. Meetings of Members. The By-Laws of the Association shall provide for an annual meeting of Members, and may make provisions for regular and special meetings of Members other than the annual meeting. A quorum for the transaction of business at any meeting of the Members shall exist if 33-1/3% of the total number of Members in good standing shall be present or represented by proxy at the meeting.

Section 4. General Matters. When reference is made herein, or in the Covenants, By-Laws, Rules and Regulations, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members and not of the Members themselves.

ARTICLE IV

CORPORATE EXISTENCE

The Association shall have perpetual existence, provided that if it is even dissolved, its assets shall be conveyed to another association or public agency having a similar purpose.

ARTICLE V

BOARD OF DIRECTORS

Section 1. Management by Directors. The property, business and affairs of the Association shall be managed by a Board of Directors, which shall consist of not less than three (3) persons, but as many persons as the Board of Directors shall from time to time determine. A majority of the directors in office shall constitute a quorum for the transaction of business. The By-Laws shall provide for meetings of directors, including an annual meeting.

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Section 2. Original Board of Directors. The names and addresses of the first Board of Directors of the Association, who shall hold office until the first annual meeting of Members and thereafter until qualified successors are duly elected and have taken office, shall be as follows:

| NAME | Address |
|----------------|---|
| Joshua A. Mugg | 8000 Ironhorse Blvd. West Palm Beach, FL 33412 |
| David Webber | 8000 Ironhorse Blvd. West Palm Beach, FL 33412 |
| Marvin Dennen | 8000 Ironhorse Blvd. West Palm Beach, FL 33412 |

Section 3. Election of Members of Board of Directors. Except as otherwise provided herein and for the first Board of Directors and their Developer-appointed replacements, directors shall be elected by the Members of the Association at the annual meeting of the membership as provided by the By-Laws of the Association, and the By-Laws may provide for the method of voting in the election and for removal from office of directors. All directors shall be members of the Association residing in The Properties or shall be authorized representatives, officers, or employees of corporate members of the Association, or designees of the Developer. Notwithstanding the foregoing, until such time as the Class B Membership in the Association terminates, the Developer shall have the right to appoint the Directors of the Association by written notice to such effect or by an announcement reflected in the minutes of the annual meeting of the Association.

Section 4. Duration of Office. Members elected to the Board of Directors shall hold office until the next succeeding annual meeting of Members, and thereafter until qualified successors are duly elected and have taken office.

Section 5. Vacancies. If a director elected by the general membership shall for any reason cease to be a director, the remaining directors so elected may elect a successor to fill the vacancy for the balance of the term.

ARTICLE VI

OFFICERS

Section 1. Officers Provided For. The Association shall have a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time elect.

Section 2. Election and Appointment of Officers. The officers of the Association, in accordance with any applicable provision of the By-Laws, shall be elected by the Board of Directors for terms of one (1) year and thereafter until qualified successors are duly elected and have taken office. The By-Laws may provide for the method of voting in the election, for the removal from office of officers, for filling vacancies and for the duties of the officers. The President shall be a director; other officers may or may not be directors of the Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy.

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Section 1. First Officers. The names and addresses of the first officers of the Association, who shall hold office until the first annual meeting of directors and thereafter until successors are duly elected and have taken office, shall be as follows:

| <u>Name and Office</u> | <u>Address</u> |
|--|---|
| <u>President:</u> Joshua A. Muss | 8000 Ironhorse Blvd. West Palm Beach, FL 33412 |
| <u>Vice-President:</u> David Webber | 8000 Ironhorse Blvd. West Palm Beach, FL 33412 |
| <u>Treasurer/Secretary:</u> Marvin Donnan | 8000 Ironhorse Blvd. West Palm Beach, FL 33412 |

ARTICLE VII

BY-LAWS

The Board of Directors shall adopt By-Laws consistent with these Articles of Incorporation. Such By-Laws may be altered, amended or repealed in the manner set forth in the By-Laws.

ARTICLE VIII

AMENDMENTS AND PRIORITIES

Section 1. Amendments to these Articles of Incorporation shall be proposed and approved by the Board of Directors and thereafter submitted to a meeting of the membership of the Association for adoption or rejection (by affirmative vote of 75% of the Members), all in the manner provided in, and in accordance with the notice provisions of, Fla. Stat. §17.017.

Section 2. In case of any conflict between these Articles of Incorporation and the By-Laws, these Articles shall control; and in case of any conflict between these Articles of Incorporation and the Covenants, the Covenants shall control.

ARTICLE IX

INCORPORATOR

The name and address of the incorporator of this Corporation is:

| <u>Name</u> | <u>Address</u> |
|------------------------|---|
| Laurie L. Gildan, Esq. | 777 S. Flagler Dr. #3102 West Palm Beach, FL 33401 |

ARTICLE X

INDEMNIFICATION

Section 1. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent of the Association, against all expenses (including

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attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) it is determined by a court of competent jurisdiction, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or that he acted in a manner he believed to be not in or opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he believed to be not in or opposed to the best interest of the Association, and with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

Section 2. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 above or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually incurred by him in connection therewith.

Section 3. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of Members or otherwise, both as to action in his official capacity while holding such office or otherwise, and shall continue as to a person who has ceased to be director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 4. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

Section 5. The provisions of this Article X shall not be amended.

ARTICLE XI

REGISTERED AGENT

Until changed, Howard Bregman, shall be the registered agent of the Association and the registered office shall be at the offices of Greenberg, Traurig, Hoffman, Lipoff, Rosen & Quental, P.A., 777 South Flagler Dr., #3102, West Palm Beach, FL 33401.

IN WITNESS WHEREOF, the aforesaid incorporator has hereunto set her hand this 1st day of February, 1994.


Laurie L. Gildan

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

ORB 8267 Pg 348

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS:

The foregoing instrument was acknowledged before me this 1st
day of February, 1994, by Laurie L. Gildan, who is ☒ personally
known to me or ☐ has produced _____ as
identification.

Joan V. Dalie

NOTARY PUBLIC
State of Florida at Large
Name: Joan V. Dalie

My Commission Expires:



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

ORB 8267 Pg 349

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

In compliance with the laws of Florida, the following is
submitted:

First -- That desiring to organize under the laws of the State
of Florida with its principal office, as indicated in the foregoing
Articles of Incorporation, in the County of Palm Beach, State of
Florida, the corporation named in said Articles has named Howard
Bregman with an office located at 777 S. Flagler Drive, Suite
310E, West Palm Beach, Florida 33401 as its statutory registered
agent.

Having been named the statutory agent of the above corporation
at the place designated in this certificate, I hereby accept the
same and agree to act in this capacity, and agree to comply with
the provisions of Florida law relative to keeping the registered
office open.


Howard Bregman

Dated this 1st day of February,
1994.

FILED
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SECRET
INFORMATION

ORB 8267 Pg 350

BY-LAWS OF

VILLAGE ON THE GREENS AT WINSTON TRAILS
HOMEOWNERS ASSOCIATION, INC.

A Corporation Not for Profit
Under the Laws of the State of Florida

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Village on the Greens at Winston Trails Homeowners Association, Inc., a not for profit corporation organized and existing under the laws of the State of Florida.

Section 2. "The Properties" shall mean and refer to The Properties as defined in the Neighborhood Covenants for Village on the Greens at Winston Trails Homeowners Association, Inc. (the "Covenants") described in the Articles of Incorporation of the Association.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot.

Section 4. "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article III of the Articles of Incorporation of the Association.

Section 5. All other definitions used in the Covenants are incorporated herein by this reference.

ARTICLE II

LOCATION

Section 1. Until changed, the principal office of the Association shall be located at 8000 Ironhorse Boulevard, West Palm Beach, FL 33412.

ARTICLE III

MEMBERSHIP

Section 1. Membership of the Association is as set forth in Article III of the Articles of Incorporation of the Association.

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Section 2. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each Owner of, and becomes a lien upon, that portion of The Properties against which such assessments are made as provided in the Covenants.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. The Directors of the Association shall be elected at the annual meeting of the Members except as otherwise specified in the Articles of Incorporation. The election shall be decided by majority vote of all Members present in person or by proxy and voting at the annual meeting.

Section 2. Any director may be removed from office at any time with or without cause by the affirmative majority vote of the Association membership.

Section 3. The first meeting of the duly elected Board of Directors, for the purposes of organization, shall be held immediately after the annual meeting of Members, provided the majority of the members of the Board elected be present. Any action taken at such meeting shall be by a majority of the whole Board. If the majority of the members of the Board elected shall not be present at that time, or if the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty (30) days after the annual meeting of Members upon three (3) days' notice in writing to each member of the Board so elected, stating the time, place and object of such meeting.

Section 4. Regular meetings of the Board of Directors may be held at any place or places within Palm Beach County, Florida, on such days and at such hours as the Board of Directors may, by resolution, designate.

Section 5. No notice shall be required to be given of any regular meeting of the Board of Directors.

Section 6. Special meetings of the Board of Directors may be called at any time by the President or by any two (2) members of the Board and may be held any place or places within Palm Beach County, Florida, and at any time.

Section 7. Notice of each special meeting of the Board of Directors, stating the time, place and purpose or purposes thereof, shall be given by or on behalf of the President or by or on behalf of the Secretary or by or on behalf of any two (2) members of the

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Board to each member of the Board not less than three (3) days by mail, or one (1) day by telephone or telegraph, prior to the meeting. Special meetings of the Board may also be held at any place and time without notice by unanimous waiver of notice by all the Directors.

Section 8. Directors (including affiliates of the Developer) shall have the absolute right to resign at any time and the remaining directors in office shall then fill the vacancies, provided that if all directors resign, a special meeting of members shall be called as soon as possible for the purpose of electing new directors and the resignations of such directors shall not be effective until such election is held and new directors are elected, except that if no meeting is held or no directors are elected after two (2) attempts to call and hold such meeting, the resignations shall become effective simultaneously with the date and time of the scheduled second meeting, whether held or not or whether new directors are elected or not.

ARTICLE V

OFFICERS

Section 1. Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

Section 2. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office, and shall perform all such duties as are properly required of him by the Board of Directors. The Board of Directors shall elect at least one (1) Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors. In the absence or disability of the President, any Vice President shall perform the duties and exercise the powers of the President. The Secretary shall issue notices of all meetings of the membership of the Association and the directors where notices of such meetings are required by law or in these By-Laws. He shall keep the minutes of the meetings of the membership and of the Board of Directors. The Treasurer shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for that purpose, full and accurate accounts of all monies received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.

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Section 3. Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting.

ARTICLE VI

MEETINGS OF MEMBERS

Section 1. The regular annual meeting of the Members shall be held in the month of October in each year at such time and place as shall be determined by the Board of Directors.

Section 2. Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, or by any two (2) or more members of the Board of Directors, or upon written request of the Members who have a right to vote one-third ($1/3$) of all the votes of the entire membership, or who have a right to vote one-third ($1/3$) of the votes of the Class A membership.

Section 3. Notice may be given to the Members either personally, or by sending a copy of the notice through the mail, postage thereon fully paid, to the addresses appearing on the records of the Association. Each Member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed or personally delivered at least six (6) days' in advance of the meeting and shall set forth the general nature of the business to be transacted, provided however, that if any business of any meeting shall involve any action governed by the Articles of Incorporation, notice of such meeting shall be given or sent as therein provided.

Section 4. The presence in person or by proxy at the meeting of Members entitled to cast 33 1/3% of the votes of the membership shall constitute a quorum for any action governed by these By-Laws.

Section 5. Proxies must be in writing and signed by all record Owners of a Lot or the person designated in a voting certificate signed by all such Owners as the person authorized to cast the vote attributable to such Lot. No person other than a designee of the Developer is permitted to cast more than five (5) votes by proxy.

Section 6. Meetings shall be governed by Roberts Rules of Order (latest edition).

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

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RECORD VERIFIED DOROTHY H WILKEN
CLERK OF THE COURT - PB COUNTY, FL

ARTICLE VII

BOOKS AND PAPERS

Section 1. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any Member of the Association.

ARTICLE VIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of 66-2/3% of Members present and voting in person or by proxy, provided that the notice to the Members of the meeting discloses the information that the amendment of the By-Laws is to be considered, provided, however, the provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matters stated herein to be or which are in fact governed by the Covenants may not be amended except as provided in such Covenants. Anything to the contrary herein notwithstanding, the Developer shall have the absolute right to amend these By-Laws and the Articles of Incorporation as long as the Developer or its affiliates owns any Lot governed by the Association without the consent of the Members or the Board.

Section 2. In case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in case of any conflict between the Covenants and these By-Laws, the Covenants shall control.

WE HEREBY CERTIFY that the foregoing By-Laws of the above-named corporation were duly adopted by the Board of Directors of the Association on the ___ day of ___, 19__.

Joshua A. Muss, President

Marvin Dennen, Secretary